City of Newburgh
Council Work Session
Sesion de trabajo del Concejal
September 10, 2026
6:00 PM

Work Session Presentations / Presentaciones de la Session de Trabajo

1. Newburgh Natural Resources Inventory

   Inventario de Recursos Naturales de Newburgh

Department of Public Works / Departamento de Obras Publicas

2. Designation of S. Johnston Street, between Ann Street and Broadway, as a One-Way Street, Northbound.

   Ordinance amending Section 288-62, Schedule IV: One Way Streets of the Code of the City of Newburgh to extend one-way traffic on Johnston Street from Ann Street to South Street

   Ordenanza que enmienda la Sección 288-62, Anexo IV: Calles de Sentido Único, del Código de la Ciudad de Newburgh, para extender el tránsito en un solo sentido en Johnston Street desde Ann Street hasta South Street

3. Chapter 288-66 Update: Stop Intersections

   Ordinance amending Section 288-66, Schedule VIII: Stop Intersections of the Code of the City of Newburgh to remove a Stop Sign impacted by the ongoing Broadway Pedestrian and Traffic Signal Improvement Project

   Ordenanza que enmienda la Sección 288-66, Anexo VIII: Intersecciones con Señales de ALTO, del Código de la Ciudad de Newburgh, para eliminar una señal de ALTO afectada por el Proyecto de Mejoras Peatonales y de Señales de Tráfico en Broadway, actualmente en curso

Engineering / Ingeniería

4. Contract with ACA Environmental for Asbestos Abatement at the WWTP

   Resolution authorizing the City Manager to accept a proposal and execute an agreement with ACA Environmental Services, Inc. for asbestos abatement at the Wastewater Treatment Plant at a cost of $8,450.00

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con ACA Environmental Services, Inc. para la remoción de asbesto en la Planta de Tratamiento de Aguas Residuales, por un costo de $8,450.00

5. Award of Bid No. 11.26 to MAK Group, LLC

   Resolution authorizing the award of a bid and the execution of a contract with Mak Group, LLC for the 155 West Street Roof Replacement Project at a cost of $375,758.00

   Resolución que autoriza la adjudicación de una licitación y la ejecución de un contrato con Mak Group, LLC para el Proyecto de Reemplazo del Techo de 155 West Street, por un costo de $375,758.00

6. Award of Bid No. 6.26 - General Construction Contract with DA Collins Construction Company, Inc.

   Resolution authorizing the award of a bid and the execution of a contract with D.A. Collins Construction Company, Inc. for the general construction of the Newburgh Combined Sewer Control Facility in an amount not to exceed $44,592,140.00

   Resolución que autoriza la adjudicación de una licitación y la ejecución de un contrato con D.A. Collins Construction Company, Inc. para la construcción general de la Instalación de Control de Aguas Residuales Combinadas de Newburgh, por un monto que no exceda de $44,592,140.00

7. Award of Bid No. 6.26 - Plumbing Contract with TM Brennan Service, Inc.

   Resolution authorizing the award of a bid and the execution of a contract with TM Brennan Service, Inc. for the plumbing construction of the Newburgh Combined Sewer Control Facility in an amount not to exceed $384,000.00

   Resolución que autoriza la adjudicación de una licitación y la ejecución de un contrato con TM Brennan Service, Inc. para la construcción de las instalaciones de plomería de la Instalación de Control de Aguas Residuales Combinadas de Newburgh, por un monto que no exceda de $384,000.00

8. Award of Bid No. 6.26 - HVAC Contract with DJ Heating & Air Conditioning, Inc.

   Resolution authorizing the award of a bid and the execution of a contract with DJ Heating & Air Conditioning, Inc. for the HVAC construction of the

Newburgh Combined Sewer Control Facility in an amount not to exceed $566,700.00

Resolución que autoriza la adjudicación de una licitación y la ejecución de un contrato con DJ Heating & Air Conditioning, Inc. para la construcción de los sistemas de calefacción, ventilación y aire acondicionado (HVAC) de la Instalación de Control de Aguas Residuales Combinadas de Newburgh, por un monto que no exceda de $566,700.00

9. Bond Resolution C3-7332-11-03 Phase-IV LTCP Newburgh Combined Sewer Control Facility

   Bond Resolution of the City of Newburgh, New York, adopted September 14, 2026, amending the Bond Resolution adopted August 8, 2022 and heretofore amended on May 28, 2024, relating to the City's Long Term Control Plan Phase IV Floatables Control and Disinfection Facility Project

   Resolución de Bonos de la Ciudad de Newburgh, Nueva York, adoptada el 14 de septiembre de 2026, que enmienda la Resolución de Bonos adoptada el 8 de agosto de 2022 y previamente enmendada el 28 de mayo de 2024, relacionada con el Proyecto de la Instalación de Control de Materiales Flotantes y Desinfección de la Fase IV del Plan de Control a Largo Plazo de la Ciudad

Finance / Finanza

10. Legal Shred renewal agreement

    Resolution authorizing the City Manager to execute a contract with HVShred, Inc. d/b/a Legal Shred for document destruction services

    Resolución que autoriza al Gerente de la Ciudad a ejecutar un contrato con HVShred, Inc., d/b/a Legal Shred, para servicios de destrucción de documentos

11. Auctions International Agreement for 2026-2028

    Resolution authorizing the City Manager to execute an agreement with Auctions International, Inc. to provide liquidation services to the City of Newburgh

    Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo con Auctions International, Inc. para proporcionar servicios de liquidación a la Ciudad de Newburgh

Information Technology Department / Departamento de Tecnologia e Información

12. Zayo - Installing a Firewall and Integrating DPW Storage Garage

    Resolution authorizing the City Manager to execute a service order with Zayo to install a firewall and integrate the DPW storage building into the City's wide area network at a total cost of $1,294.00

    Resolución que autoriza al Gerente de la Ciudad a ejecutar una orden de servicio con Zayo para instalar un firewall e integrar el edificio de almacenamiento del Departamento de Obras Públicas (DPW) a la red de área amplia de la Ciudad, por un costo total de $1,294.00

13. ICC Community Development — Laserfiche 12 Upgrade

    Resolution authorizing the City Manager to execute a change order to the ICC Community Development Solutions contract for the installation and use of Laserfiche RIO 12 at a cost of $1,500.00

    Resolución que autoriza al Gerente de la Ciudad a ejecutar una orden de cambio al contrato con ICC Community Development Solutions para la instalación y uso de Laserfiche RIO 12, por un costo de $1,500.00

Planning and Economic Development / Planificación y Desarrollo Económico

14. Purchase of 252 Liberty Street

    Resolution to authorize the conveyance of real property known as 252 Liberty Street (Section 18, Block 6, Lot 25) at private sale to Wesley Laidlaw for the amount of $180,000.00

    Resolución para autorizar la transferencia de la propiedad inmueble conocida como 252 Liberty Street (Sección 18, Bloque 6, Lote 25) en venta privada a Wesley Laidlaw por la cantidad de $180,000.00

15. Newburgh Colored Burial Ground - SEQRA Lead Agency & Declaring the Action an Unlisted Coordinated Review

    Resolution of the City Council of the City of Newburgh declaring its intent to be lead agency under State Environmental Quality Review Act ("SEQRA") for the Newburgh Colored Burial Ground Memorial Project, classifying the Project as an Unlisted Action, considering a Short Environmental Assessment Form and referring same to other Interested and Involved Agencies

    Resolución del Concejo de la Ciudad de Newburgh declarando su intención de ser la agencia principal bajo la Ley de Revisión de la Calidad Ambiental del Estado ("SEQRA") para el Proyecto del

Monumento del Cementerio de Personas de Color de Newburgh, clasificando el Proyecto como una Acción No Listada, considerando un Formulario Corto de Evaluación Ambiental y remitiendo el mismo a otras Agencias Interesadas e Involucradas

16. 82 Clinton Street - Partial Release of Restrictive Covenants

    Resolution authorizing the execution of a Partial Release of Restrictive Covenants and Right of Re-Entry from a deed issued to Anthony White to the premises known as 82 Clinton Street (Section 10, Block 1, Lot 20)

    Resolución que autoriza la ejecución de una Liberación Parcial de las Cláusulas Restrictivas y del Derecho de Reingreso de una escritura otorgada a Anthony White para la propiedad conocida como 82 Clinton Street (Sección 10, Bloque 1, Lote 20)

17. 367 First Street - Satisfaction of Mortgage

    Resolution authorizing the City Manager to execute a Satisfaction of Mortgage in connection with the premises located at 367 First Street (Section 28, Block 1, Lot 21)

    Resolución que autoriza al Gerente de la Ciudad a ejecutar una cancelación de hipoteca en relación con las instalaciones ubicadas en 367 First Street (Sección 28, Bloque 1, Lote 21)

18. 367 First Street - Release of Restrictive Covenants

    Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Newburgh Community Improvement Corporation to the premises known as 367 First Street (Section 28, Block 1, Lot 21)

    Resolución que autoriza la ejecución de una Liberación de las Cláusulas Restrictivas y del Derecho de Reingreso de una escritura otorgada a Newburgh Community Improvement Corporation para la propiedad conocida como 367 First Street (Sección 28, Bloque 1, Lote 21)

19. 161 North Miller Street - Release of Restrictive Covenants

    Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Phillip Gaskins to the premises known as 161 North Miller Street (Section 18, Block 1, Lot 8)

    Resolución que autoriza la ejecución de una Liberación de las Cláusulas Restrictivas y del Derecho de Reingreso de una escritura otorgada a Phillip Gaskins para la propiedad conocida como 161 North Miller Street

(Sección 18, Bloque 1, Lote 8)

20. 397 Grand Street - Release of Restrictive Covenants

    Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Gene H. LePere to the premises known as 397-399 Grand Street (n/k/a 397 Grand Street) (Section 9, Block 1, Lot 5)

    Resolución que autoriza la ejecución de una Liberación de las Cláusulas Restrictivas y del Derecho de Reingreso de una escritura otorgada a Gene H. LePere para la propiedad conocida como 397-399 Grand Street (actualmente conocida como 397 Grand Street) (Sección 9, Bloque 1, Lote 5)

Recreation / Recreación

21. Main Line Commercial Pools - City of Newburgh Aquatic Center 2026–2027 winterization contract

    Resolution authorizing the City Manager to execute an agreement with Main Line Commercial Pools to winterize the City of Newburgh Aquatic Center

    Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo con Main Line Commercial Pools para preparar para el invierno el Centro Acuático de la Ciudad de Newburgh

22. Blackline Safety Monitoring & Service Agreement

    Resolution authorizing the City Manager to execute an agreement with Blackline Safety Corp. for Lone Worker safety equipment and related services for the Recreation Department

    Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo con Blackline Safety Corp. para equipos de seguridad y servicios relacionados para trabajadores que laboran solos del Departamento de Recreación

Grants/Contracts/Agreements / Becas /Contratos/Convenios

23. Donation of ADA Wheelchair

    Resolution authorizing the City Manager to accept a pool access ADA wheelchair for use at the City of Newburgh Aquatic Center

    Resolución que autoriza al Gerente de la Ciudad a aceptar una silla de ruedas ADA para el acceso a la piscina, para su uso en el Centro Acuático de la Ciudad de Newburgh.

24. DCJS Law Enforcement Technology (LETech) Grant 2026-2027

    Resolution authorizing the City Manager to apply for and accept if awarded a New York State Division of Criminal Justice Services Law Enforcement Technology Program Grant in an amount not to exceed $250,000.00 with no City match

    Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar, en caso de ser otorgada, una subvención del Programa de Tecnología para el Cumplimiento de la Ley de la División de Servicios de Justicia Penal del Estado de Nueva York, por una cantidad que no exceda de $250,000.00, sin aportación municipal

Police Department / Departamento de Policia

25. 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 $697,030.92

    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 $697,030.92

26. Flock Update

    Actualización de Flock

Resolutions of Support / Resoluciones de Apoyo

27. Nomination of the Scarlet Oak tree at 123 Grand Street to the NYS Big Tree Register

    Resolution authorizing the nomination of the Scarlet Oak tree at 123 Grand Street to the New York State Big Tree Register

    Resolución que autoriza la nominación del roble escarlata (Scarlet Oak) ubicado en 123 Grand Street al Registro de Árboles Grandes del Estado de Nueva York

28. Street Naming Request - La Amistad Bakery

    Resolution designating the intersection of South William Street and Mill Street as "La Placita Amistad" in honor of La Amistad Bakery

    Resolución que designa la intersección de South William Street y Mill Street como “La Placita Amistad” en honor a La Amistad Bakery

Executive Session / Sesión Ejecutiva

29. Proposed, pending or current litigation

    Litigio propuesto, pendiente o actual

30. 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

ORDINANCE NO.: _____ - 2026

OF

SEPTEMBER 14, 2026

AN ORDINANCE AMENDING SECTION 288-62, SCHEDULE IV: ONE WAY STREETS OF THE CODE OF THE CITY OF NEWBURGH TO EXTEND ONE-WAY TRAFFIC ON JOHNSTON STREET FROM ANN STREET TO SOUTH STREET

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Section 288-62 entitled "Schedule IV: One Way Streets" of the Code of the City of Newburgh is hereby amended as follows:

Section 1. § 288-62. Schedule IV: One-Way Streets.

In accordance with the provisions of § 288-10, the following described streets or parts of streets are hereby designated as one-way streets in the direction indicated:

Name of Street	Direction of Travel	Limits
Johnston Street	North	From ~~Broadway~~ Ann Street to South Street

Section 2. This Ordinance shall take effect on October 1, 2026.

Underlining denotes additions
~~Strikethrough~~ denote deletions

ORDINANCE NO.: _____-2026

OF

SEPTEMBER 14, 2026

AN ORDINANCE AMENDING SECTION 288-66 SCHEDULE VIII: STOP INTERSECTIONS OF THE CODE OF THE CITY OF NEWBURGH OF THE CODE OF ORDINANCES

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Section 288-66, Schedule VIII: Stop Intersections, be and is hereby amended as follows:

Section 1. § 288-66. Schedule VIII: Stop Intersections.

In accordance with the provisions of § 288-14, the following described intersections are hereby designated as stop intersections, and stop signs shall be installed as follows:

Stop Sign on	Direction of Travel	At Intersection of
Colden Street	Both	Broadway
Johnston Street	North ~~Both~~	Ann Street
~~Johnston Street~~	~~Both~~	~~Broadway~~

Section 2. This Ordinance shall take effect on October 1, 2026.

Underlining denotes additions
~~Strikethrough~~ denote deletions

RESOLUTION NO.: _____ - 2026

OF

SEPTEMBER 14, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH ACA ENVIRONMENTAL SERVICES, INC. FOR ASBESTOS ABATEMENT AT THE WASTEWATER TREATMENT PLANT AT A COST OF $8,450.00

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

WHEREAS, the City solicited proposals from qualified contractors to complete the asbestos abatement at the WWTP and ACA Environmental Services, Inc. submitted a proposal for the work at the lowest cost; and

WHEREAS, the cost for the asbestos removal and disposal will be $8,450.00, and funding shall be derived from G.8130.0448.0006; 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 ACA Environmental Services, Inc. for emergency asbestos abatement work for the City of Newburgh Wastewater Treatment Plant at a total cost of $8,450.00.

ACA ENVIRONMENTAL SERVICES, INC.

July 30, 2026
Via E-Mail
Jmorris@cityofnewburgh-ny.gov

To: Mr. Jason C. Morris
City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12550

From: Mr. Fred Lattrell
ACA Environmental Services, Inc.
One Hayes Street
Elmsford, New York 10523

Subject: Proposal for asbestos abatement services to be rendered at the City of Newburgh, 2 Renwick Street, Newburgh, New York 12550.

Site Visit: July 30, 2026
Zachary Timpano - Quality Environmental Solutions & Technologies, Inc.
Josh Lattrell - ACA Environmental Services, Inc.

Information Supplied: Petition for Emergency Variance for the City of Newburgh Waste Water Treatment Plant Maintenance Building - Incidental Disturbance Cleanup, dated July 24, 2026, and Contamination Assessment, dated July 22, 2026, by Quality Environmental Solutions & Technologies, Inc.

SCOPE OF WORK

The scope of work for this project is the removal of the following asbestos-containing materials, as per the Site Visit, the Information Supplied, and as detailed below:

Waste Water Treatment Plant – Maintenance Shop:

- 65 square feet of contamination, as detailed in the Petion for Emergency Variance by Quality Environmental Solutions & Technologies, Inc.

Our price for the removal stated above is: $8,450.00

The Scope of Work will also be in accordance with NYS Department of Labor, US Environmental Protection Agency, and OSHA Regulations.

QUALIFICATIONS

- Price includes labor, materials, equipment, supervision, and management.
- Based on specified quantities and locations as per the proposal.
- Work area access is limited to ACA staff during project.
- ACA will restrict 25 feet around containments to ACA personnel.

- Continued on Next Page -

OWNER RESPONSIBILITES

- Owner to supply water and electric.
- Owner to provide third-party air monitoring.

EXCLUSIONS

- Overtime.
- Reinsulation.

This scope of work is being supplied to facilitate your renovations, therefore, we will provide under separate cover a Capital Improvement Certificate, which must be completed and returned prior to abatement commencement.

Should you accept this proposal, please complete the information below, and scan back to our office. Once this signed proposal has been received by our office, we will schedule the project.

Owner:		Contractor:	ACA Environmental Services, Inc.
Signature:		Signature:	
Print Name:		Print Name:	Fred Lattrell
Title:		Title:	President
Date:		Date:	
Additional Insureds:			

We appreciate the opportunity to present this proposal to you and hope that we may be of assistance in the near future. Should you have any questions, please feel free to call.

Very truly yours,

Fred Lattrell
President

FL/aa \proposals\2026\Newburgh-WasteWaterShop

RESOLUTION NO.: _____ - 2026

OF

SEPTEMBER 14, 2026

A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT WITH MAK GROUP, LLC FOR THE 155 WEST STREET ROOF REPLACEMENT PROJECT AT A COST OF $375,758.00

WHEREAS, the City of Newburgh has duly advertised for bids for the 155 West Street Center Roof Replacement Project; and

WHEREAS, 9 bids were duly received and opened and Mak Group, LLC is the low bidder; and

WHEREAS, the total project cost will be $375,758.00 and funding shall be derived from the 2020 BAN H1.1620.0208.0000.2020;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that Bid No. 11.26 for the 155 West Street Roof Replacement Project be and it hereby is awarded to Mak Group, LLC, for the amount of $375,758.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

BID TABULATION SHEET

CITY OF NEWBURGH - 155 WEST STREET ROOF

R22.15264.01										CONTRACT FOR: GENERAL TRADES (GC)			
CONTRACTOR	LUMP SUM BID PRICE	DATE BIDS WERE RECEIVED	COMPLETED BID FORM	UNIT PRICES	ORIGINAL AND COPY	ADDENDUM (2 addenda)	RESOLUTION OF BOARD OF DIRECTORS	NON-COLLUSION BIDDING AFFIDAVIT	FORM OF SECURITY	BIDDER'S QUALIFICATION QUESTIONAIRE	AFFIDAVIT OF WORKER'S COMPENSATION	IRANIAN ENERGY SECTOR DIVESTMENT	CONTRACTOR & SUBCONTRACTOR REGISTRATION W/ NYSDOL	SIGNED
Milcon Construction	**$ 696,000.00**	9:00 AM	X	X	X	X	X	X	X	X	X	X	X	X
Page Contractor Corp	**$ 659,125.00**	10:02 AM	X	X	X	X	X	X	X	X	X	X	X	X
Niko K contrac	**$ 755,000.00**	10:13 AM	X	X	X	X	X	X	X	X	X	X	X	X
Precision Roofing	**$ 617,500.00**	10:13 AM		X	X	X	X		X	X			X	X
Armor Tite Construction	**$ 541,000.00**	10:22 AM	X	X	X	X	X	X	X	X	X	X	X	X
A&J Construction	**$ 465,000.00**	10:41 AM	X	X	X	X	X	X	X	X	X	X	X	X
S&L Roofing	**$ 621,650.00**	10:49 AM	X	X	X	X	X	X	X	X	X	X	X	X
Barret	**$ 766,000.00**	10:44 AM	X	X	X	X	X	X	X	X	X	X	X	X
Mak Group LLC	**$ 375,758.00**	10:54 AM	X	X	X	X	X	X	X	X	X	X	X	X

August 26th 2026

Lisa Ponce, P.E.
Assistant City Engineer
83 Broadway
Newburgh, NY 12550

Re: 155 West Street Roof Renovation – Recommendation for Bid Award for General Trades (GC)

Dear Ms. Ponce:

We have reviewed **General Trades (GC)** bid packages from nine different bidders, with the base bid amount ranging from **$375,758.00 to $766,000.00. Mak Group LLC bid package is the lowest bidder**, and we have confirmed that they are confident they can complete the work for the lump sum base bid price of **$375,758.00** that they have provided. Additionally, discussions with the owners and designers of the completed reference projects confirmed consistently positive experiences with the contractor. We do want to point out that they provided all required documents filled out correctly (signed and notarized where required). It is our recommendation that you award the **General Trades (GC) contract to Mak Group LLC.**

Very truly yours,



Jonathan DiRocco AIA,
Senior Architectural Project Manager

SECTION 00 41 13

BID FORM

Project Identification: Roof Replacement at 155 West Street

Contract Identification And Number: Bid No. 11.26

Submitted To: City of Newburgh
83 Broadway - 4th Floor , Newburgh, NY 12550
Attn: City Purchasing Agent

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicted in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for thirty (30) days after the day of the submission deadline. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that:
   a. BIDDER has examined and carefully studied the Notice to Bidders, Bid Documents and the following Addenda receipt of all which is hereby acknowledged:

      List Addenda by Addendum Number and Date:

      Addendum No. 1 - 08/05/2026

      Addendum No. 2 - 08/05/2026

   b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work. Alternatively, in lieu of such, do solely and completely accept all risks inherent in not doing so.

   c. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

   d. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been provided in paragraph 4.2 of the General Conditions. BIDDER accepts the determination set forth in paragraph 4.2 of the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraph 4.2 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicted in the Bid Documents with respect to underground facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

   e. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

f. BIDDER has correlated the information known to BIDDER, information and observation obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

g. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and, BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

i. Any other representation required by Laws and Regulations.

4. BIDDER will enter in unit prices for items listed in spec section 012200. (Unit prices are required for work that may exceed the quantities shown in the Contract Documents. These prices will not affect the determination of the lowest bid).

SCHEDULE OF UNIT PRICES:

UNIT PRICE GC-1: PLYWOOD ROOF SHEATHING REPLACEMENT (PRICE PER 4'x'8 SHEET)

One hundred eighty four dollars — $ 184.00

Written or Typed in Text — *Numerical*

UNIT PRICE GC-2: 16" WIDE FIBERGLASS BATT INSULATION REPLACEMENT (PRICE PER LINEAR FOOT)

Three dollars & seventy five cents — $ 3.75

Written or Typed in Text — *Numerical*

5. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s). The Lump Sum Bid Price shall be the cost of the Work for the Project outlined and described in all of the Contract. The City shall make the determination post bid as to how to proceed based upon the bid proposals and Article 17 Award of Contract in Section 00 21 13 Instruction To Bidders. Bidder shall refer to Section 01 21 00 Allowances for a detailed description of what is included in the allowances listed below.

GENERAL CONSTRUCTION LUMP SUM GC-1

Three hundred thirty six thousand seven hundred fifty eight — $ 336,758.00

Written or Typed in Text — *Numerical*

ALLOWANCE GC-2: PLYWOOD ROOF SHEATHING REPLACEMENT

Eleven thousand five hundred — $ 11,500.00

Written or Typed in Text — *Numerical*

ALLOWANCE GC-3: FIBERGLASS BATT INSULATION REPLACEMENT

Seven thousand five hundred — $ 7,500.00

Written or Typed in Text — *Numerical*

CONTINGENCY ALLOWANCE:

Twenty Thousand — *Written or Typed in Text*

$ 20,000.00 — *Numerical*

LUMP SUM BID PRICE (GC-1 + GC-2 + GC-3 + CONTINGENCY ALLOWANCE)

Three hundred seventy five thousand seven hundred fifty eight — *Written or Typed in Text*

$ 375,758.00 — *Numerical*

5. BIDDER agrees that the Work will be substantially complete and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:

   a. Resolution of Board of Directors

   b. Non-Collusion Bidding Affidavit

   c. Required BIDDER's Qualification Statement with supporting data

   d. Affidavit of Workers' Compensation

   e. Iranian Energy Sector Divestment

7. Communications concerning this Bid shall be addressed to, the address of BIDDER indicated below:

   82 Midland Ave. Suite D Saddle Brook, NJ 07663

8. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on: August (*Month*) 20 (*Day*) 2026 (*Year*)

State Contractor License No.: 13VH09286400

If BIDDER is:

An Individual

By: _____
Individual's Name *Seal*

Doing business as _____

Business Address: _____

Phone Number:

A Partnership

By: _____
Firm Name *Seal*

General Partner _____

Business Address: _____

Phone Number:

A Corporation

By: Mak Group, LLC
Corporation Name *Seal*

State of Incorporation: New Jersey

Authorized Signatory: Atanas Nakev Title: Managing Member

Attestation: _____
Secretary *Seal*

Business Address: 82 Midland Ave. Suite D Saddle Brook, NJ 07663

Phone Number: 973-341-2404

Date qualified to do business: _____

A Joint Venture

By: _____
Individual's Name *Seal*

Address: _____

By: _____
Individual's Name *Seal*

Address: _____

Official Communications Address: _____

_____

Official Communications Phone Number: _____

Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.

SECTION 00 43 13

CERTIFIED COPY OF RESOLUTION
OF
BOARD OF DIRECTORS OF
Roof Replacement at 155 West Street
Bid No. 11.26

City of Newburgh, New York

Mak Group, LLC
Name of Corporation

Resolved that Atanas Nakev, Managing Member
Authorized Signatory *Title*

of Mak Group, LLC Authorized to sign and submit the Bid of the Corporation for
Name of Corporation

the following project: Roof Replacement at 155 West Street

and to include in such Bid the Certificate as to Non-Collusion, and for any inaccuracies or misstatements in such Certificate this Corporate Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by:

Mak Group, LLC
Name of Corporation

At a meeting of its Board of Directors held on the 19 day of August 20 26

By: Kelly Wey Title: Secretary

Seal

This form must be completed if the Bidder is a corporation

SECTION 00 43 13.13
BID BOND
Roof Replacement at 155 West Street

Bid No. 11.26

City of Newburgh, New York

BIDDER, *Name and Address*:

SEE ATTACHED From Bonding Agent

SURETY, *Name and Address of Principal Place of Business*:

OWNER, *Name and Address*:

BID:

Due Date: Thursday, August 20, 2026

Project, *brief description and location*:

Roof Replacement at 155 West Street

located at 155 West Street

BOND:

Bond Number: _____

Date, *no later than Bid Due Date*: _____

Penal Sum: _____

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER:	**SURETY**, *attached power of attorney*:
Bidder's Name and Corporate Seal	*Surety's Name and Corporate Seal*
By: _____	By: _____
Signature and Title	*Signature and Title*
Attest: _____	Attest: _____
Signature and Title	*Signature and Title*

4.1 Above addresses are to be used for giving required notice.

4.2 Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

4.3 Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

4.4 Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bid Documents the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bid Documents and Contract Documents.

4.5 This obligation shall be null and void if:

5.1 OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bid Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

5.2 All Bids are rejected by OWNER, or

5.3 OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bid Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4.6 Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

4.7 Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

4.8 No suit or action shall commence under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one (1) year after Bid Due Date.

4.9 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

4.10 Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

4.11 Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

4.12 This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted form this Bond shall be deemed to be included herein as if set forth at length. If any provision of any Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

4.13 The term "bid" as used herein includes a bid, offer, or proposal as applicable.

SECTION 00 43 13.13
BID BOND
Roof Replacement at 155 West Street

Bid No. 11.26

City of Newburgh, New York

BIDDER, *Name and Address*:
Mak Group, LLC
82 Midland Avenue, Suite D
Saddle Brook, NJ 07663

SURETY, *Name and Address of Principal Place of Business*:
Harco National Insurance Company
4200 Six Forks Road, Suite 1400
Raleigh, NC 27609

OWNER, *Name and Address*:
City of Newburgh
83 Broadway
Newburgh, NY 12550

BID:

Due Date: Thursday, August 20, 2026

Project, *brief description and location*:
Roof Replacement at 155 West Street
located at 155 West Street

BOND:

Bond Number: BID1643300575

Date, *no later than Bid Due Date*: 8/20/2026

Penal Sum: 5% of the total amount bid

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER:
Mak Group, LLC
Bidder's Name and Corporate Seal

By: Biljana Sokoski *Signature and Title* member

Attest: *Signature and Title*

SURETY, *attached power of attorney*:
Harco National Insurance Company
Surety's Name and Corporate Seal

By: Joseph T Catania *Signature and Title* Attorney-in-Fact

Attest: Denise Medlar *Signature and Title* Witness for Surety

4.1 Above addresses are to be used for giving required notice.

4.2 Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

4.3 Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

4.4 Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bid Documents the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bid Documents and Contract Documents.

4.5 This obligation shall be null and void if:

5.1 OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bid Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

5.2 All Bids are rejected by OWNER, or

5.3 OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bid Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4.6 Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

4.7 Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

4.8 No suit or action shall commence under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one (1) year after Bid Due Date.

4.9 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

4.10 Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

4.11 Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

4.12 This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted form this Bond shall be deemed to be included herein as if set forth at length. If any provision of any Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

4.13 The term "bid" as used herein includes a bid, offer, or proposal as applicable.

POWER OF ATTORNEY

Bond # BID1643300575

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

DENISE A. MEDLAR, CAITLIN C. GAUGHAN, BRENT D. HEADLEY, ASHLEY GRATH, GEMMA B. FENDLER, MARY LAWRENCE, CHRISTOPHER J. RUCK, GINA M. SEMONELLE, JOSEPH T. CATANIA, CHRISTOPHER R. SMITH

Newark, DE

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2024

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2024 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ NOTARY PUBLIC STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, 8/20/2026

B03707

Irene Martins, Assistant Secretary

CONSENT OF SURETY

We, the undersigned surety,

Harco National Insurance Company

a corporation organized and existing under the State of IL
are hereby authorized to do business in the State of NY
do hereby consent and agree with

City of Newburgh

that if the foregoing proposal of

Mak Group, LLC

for Roof Replacement at 155 West Street

be accepted and the contract timely awarded and executed by the Obligee and Principal, that we will, as surety, upon its being so awarded and entered into, become surety for the said project in the sum not to exceed 100% for the faithful performance and payment of said contract.

Signed and dated: 8/20/2026

Harco National Insurance Company
(Surety)

By: _____
Joseph T. Catania Attorney-in-Fact

Consent of Surety
Bond # BID1643300575

POWER OF ATTORNEY

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

DENISE A. MEDLAR, CAITLIN C. GAUGHAN, BRENT D. HEADLEY, ASHLEY GRATH, GEMMA B. FENDLER, MARY LAWRENCE, CHRISTOPHER J. RUCK, GINA M. SEMONELLE, JOSEPH T. CATANIA, CHRISTOPHER R. SMITH

Newark, DE

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2024

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2024 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ NOTARY PUBLIC STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, 8/20/2026

B03707

Irene Martins, Assistant Secretary

ACKNOWLEDGMENT BY PRINCIPAL

INDIVIDUAL

STATE OF

County of _____ ss.

on this _____ day of _____, _____, before me, _____, a notary public in and for the County and State aforesaid, residing therein, duly commissioned and sworn, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(Seal)

_____
Notary Public

PARTNERSHIP

STATE OF

County of _____ ss.

on this _____ day of _____, _____, before me, _____, a notary public in and for the County and State aforesaid, residing therein, duly commissioned and sworn, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(Seal)

_____
Notary Public

CORPORATION

STATE OF New Jersey

County of Bergen ss.

on this 20 day of August, 2026 before me, Kelly Wey, a notary public in and for the County and State aforesaid, residing therein, duly commissioned and sworn, personally appeared Biljana Jovanoska known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(Seal)

Kelly Wey
Notary Public

KELLY L. WEY
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50089350
My Commission Expires 9/13/2028

ACKNOWLEDGMENT BY SURETY

STATE OF New Jersey

County of Bergen ss.

on this 20 day of August, 2026, before me, Mary L. Lawrence, a notary public in and for the County and State aforesaid, residing therein, duly commissioned and sworn, personally appeared Joseph T. Catania known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(Seal)

_____

MARY L. LAWRENCE
NOTARY PUBLIC – STATE OF NEW JERSEY
Commission #50037749
My Commission Expires May 06, 2031

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

The undersigned Joseph T. Catania duly sworn, deposes and says:

That he/she is the Attorney-in-Fact of Harco National Insurance Company
Surety on the attached bond, and that a Certificate of the Solvency of the Surety, as provided for under Section 1111 of the Insurance Law of the State of New York was issued by the Superintendent of Insurance of the State of New York and has not been revoked.

Signed and dated: 8/20/2026

Harco National Insurance Company

By_____
Joseph T. Catania, Attorney-in-fact

Harco National Insurance Company (NAIC#26433) is listed on the U.S. Treasury Department's Listing of Approved Sureties and is A.M. Best rated "A-"(Excellent) Financial Category XII (USD $1.00 billion to Less than 1.25 billion)

State of New York

DEPARTMENT OF FINANCIAL SERVICES

WHEREAS IT APPEARS THAT

Harco National Insurance Company

Home Office Address	Rolling Meadows, Illinois
Organized under the Laws of	Illinois

has complied with the necessary requirements of or pursuant to law, it is hereby

licensed to do within this State the business of

fire, miscellaneous property, water damage, burglary and theft, glass, boiler and machinery, elevator, collision, personal injury liability, property damage liability, workers' compensation and employers' liability, fidelity and surety, credit, motor vehicle and aircraft physical damage, marine and inland marine and marine protection and indemnity insurance, as specified in paragraph(s) 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 19, 20 and 21 of Section 1113(a) of the New York Insurance Law and also such workers' compensation insurance as may be incident to coverages contemplated under paragraphs 20 and 21 of Section 1113(a), including insurances described in the Longshoremen's and Harbor Workers' Compensation Act (Public Law No. 803, 69 Cong. as amended; 33 USC Section 901 et seq. as amended) to the extent permitted by the certified copy of its charter document on file in this Department until July 1, 2027.

In Witness Whereof, I have hereunto set my hand
and affixed the official seal of this Department
at the City of Albany, New York, this
3rd day of August, 2026

Kaitlin Asrow
Acting Superintendent

By

Rawle Lewis
Special Deputy Superintendent

Original on Watermarked Paper

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

Harco National Insurance Company
of Rolling Meadows, Illinois

a corporation organized under the laws of Illinois and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $1,214,397,663. (Capital $3,500,004), as is shown by its sworn financial statement for the quarter ending, December 31, 2025, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 27th day of March 2026.

Kaitlin Asrow
Acting Superintendent

By

Rawle Lewis
Special Deputy Superintendent

HARCO NATIONAL INSURANCE COMPANY

1701 GOLF ROAD, SUITE 1-600, ROLLING MEADOWS, IL 60008

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS
AT DECEMBER 31, 2025

ASSETS

Bonds (Amortized Value)	$190,463,802
Stocks (Preferred Stocks)	12,219,973
Stocks (Common Stocks)	1,314,699,186
Cash, Bank Deposits & Short-Term Investments	117,085,365
Other Invested Assets	3,714,000
Unpaid Premiums & Assumed Balances	93,405,783
Deferred Premiums, Agents Balances & Installments booked	8,386,436
Reinsurance Recoverable from Reinsurers	47,226,955
Reinsurance – Funds Held by or deposited with reinsured companies	22,464,076
Current Federal & Foreign Income Tax Recoverable & Interest	8,095,166
Investment Income Due and Accrued	2,727,906
Receivables from Parent Subsidiaries & Affiliates	7,310,994
Other Assets	1,001,937
TOTAL ASSETS	**$1,828,801,579**

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	$220,481,991
Reinsurance payable on paid losses & loss adjustment expense	6,897,981
Loss Adjustment Expenses	53,102,653
Commissions Payable, Contingent Commissions & Other Similar Charges	3,810,343
Other Expenses (Excluding Taxes, Licenses and Fees)	0
Taxes, Licenses & Fees (Excluding Federal Income Tax)	984,220
Current federal and foreign income taxes	0
Net Deferred Tax Liability	12,146,138
Unearned Premiums	161,650,739
Advance Premium	736,060
Ceded Reinsurance Premiums Payable	65,309,444
Funds held by Company under reinsurance treaties	30,977,229
Amounts Withheld by Company for Account of Others	46,204,657
Payable to Parent Subsidiaries & Affiliates	8,429,898
Other Liabilities	3,672,564
TOTAL LIABILITIES	**$614,403,917**
Common Capital Stock	$3,500,004
Gross Paid-in & Contributed Surplus	670,781,834
Unassigned Funds (Surplus)	540,115,824
Surplus as Regards Policyholders	$1,214,397,662
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	**$1,828,801,579**

I, John Mruk, Treasurer of HARCO NATIONAL INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2025, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Illinois.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 9th day of March, 2026.

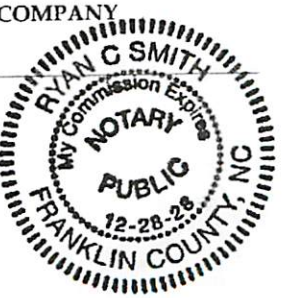
HARCO NATIONAL INSURANCE COMPANY

John M. Mruk

SIGNED AND SWORN to before me on this 10th day of March, 2026.

Ryan C Smith

NOTARY PUBLIC, STATE OF NC



SECTION 00 43 13.14

BIDDER'S QUALIFICATION QUESTIONNAIRE

Roof Replacement at 155 West Street

Bid No. 11.26

City of Newburgh, Orange County, New York

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink).

1. How many years has your firm been in business as a Contractor?

   in years: 18

2. List projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed (use additional sheet, if necessary).

   See Attached Completed Projects List.

3. List projects presently under construction by your firm, the dollar volume of the contract and the percentage completion of the contract.

   See attached Work In Progress Report and Open Projects List

4. Work awarded to you; if so, state where and why.

5. What equipment do you own that is available for this work?

   See Attached Equipment List

6. What equipment do you plan to rent or purchase for this work?

7. Have you ever performed work under the direction of a Professional Engineer or Registered Architect? If so, list up to three (3) such firms giving the name of the firm, its address, telephone number and the name of the project. (List most recent projects).

See Attached Completed Projects List.

8. Give the name, address and telephone number of an individual who represents each of the following and whom the OWNER may contact to investigate your financial responsibility: a surety, a bank, and a major material supplier.

See attached References

9. Provide a financial statement for your company. This should include a balance and income statement for your most recent fiscal year. A certified audit is preferred but not required. Use an insert sheet, if needed. Only three (3) lowest bidders shall submit this information (if requested by OWNER) to the OWNER within forty-eight (48) hours of the opening of the Bids.

See Attached Financial Statement

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

The business is a Limited Liability Company

Type of Legal Entity

The address of principal place of business is:

82 Midland Ave. Suite D Saddle Brook, NJ 07663

The names of the corporate officers, or partners, or individual doing business under a trade:

Atanas Nakev- Managing Member

Biljana Jovanoska- Member

SECTION 00 43 13.15

AFFIDAVIT - WORKERS' COMPENSATION

Roof Replacement at 155 West Street

Bid No. 11.26

City of Newburgh, Orange County, New York

STATE OF: New Jersey)

) SS:

County of: Bergen)

I, Atanas Nakev of the Town, Village, City of Edgewater

in the County of Bergen and the State of New Jersey

of full age, being duly sworn according to law on my oath depose and say that:

I am Managing Member, an officer of the firm of Mak Group, LLC

being duly sworn, deposes and says that he now carries or that he has applied for a Workers' Compensation Policy to cover the operations, as set forth in the preceding contract, and to comply with the provisions thereof.

Mak Group, LLC

Contractor Name

Subscribed and sworn to Atanas Nakev (*Name of Affiant*) Managing Member (*Title of Affiant*)

Signature of Affiant (in blue ink)

before me this 20 day of August, 20 26

Affix Notary Seal or Stamp below

Notary Public of State of New Jersey

My commission expires: 1/07/2031

LENORE ANTONELLI
Notary Public, State of New Jersey
Comm. # 50240521
My Commission Expires 01/07/2031

Notary Signature:

This Affidavit must be completed by all Bidders

SECTION 00 43 15

NON-COLLUSION BIDDING AFFIDAVIT

Roof Replacement at 155 West Street

Bid No. 11.26

City of Newburgh, Orange County, New York

STATE OF: New Jersey)

) SS:

County of: Bergen)

I, Atanas Nakev of the Town, Village, City of Edgewater

in the County of Bergen and the State of New Jersey

of full age, being duly sworn according to law on my oath depose and say that:

I am Managing Member, an officer of the firm of Mak Group, LLC

the Bidder making the Proposal for the above named Work, and that I executed the said Proposal with full authority to do so; that said Bidder has not, directly or independently, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the City of Newburgh, NY as OWNER relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established

commercial or selling agencies maintained by Mak Group LLC

Contractor Name

Subscribed and sworn to Atanas Nakev (*Name of Affiant*) Managing Member (*Title of Affiant*)

Signature of Affiant (in blue ink)

before me this 20 day of August, 20 26

Affix Notary Seal or Stamp below

Notary Public of New Jersey

LENORE ANTONELLI
Notary Public, State of New Jersey
Comm. # 50240521
My Commission Expires 01/07/2031

My commission expires: 1-07-2031

Notary Signature:

This Affidavit must be completed by all Bidders

SECTION 00 43 20

Certification Pursuant to Section 103-g of the New York State General Municipal Law

IRANIAN ENERGY SECTOR DIVESTMENT ACT AFFIDAVIT

Roof Replacement at 155 West Street

Bid No. 11.26

1 By submission of this Bid/Proposal, each Bidder/Proposer and each person signing on behalf of any Bidder/Proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

2 A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph 1 above has not been complied with; provided, however, that in any case the Bidder/Proposer cannot make the foregoing certification set forth in Paragraph 1 above, the Bidder/Proposer shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph 1 above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the Bid/Proposal is made, or his/her designee, may award a Bid/Proposal, on a case by case business under the following circumstances:

i. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

ii. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Name: Atanas Nakev Title: Managing Member

Signature:

Date: 08/20/2026 Company Name: Mak Group, LLC

STATE OF: New Jersey)

) SS:

County of: Bergen)

Subscribed and sworn to Atanas Nakev Managing Member

Name of Affiant *Signature of Affiant* *Title of Affiant*

before me this 20 day of August 20 26

Affix Notary Seal or Stamp below

Notary Public of New Jersey

My commission expires: 1-07-2031

LENORE ANTONELLI
Notary Public, State of New Jersey
Comm. # 50240521
My Commission Expires 01/07/2031

Notary Signature:

This Affidavit must be completed by all Bidders

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and
Covered Private Construction Projects in the State of New York,
Subject to the Prevailing Wage Requirements of
NYS Labor Law Article 8

Mak Group LLC
82 Midland Ave
Suite D
Saddle Brook, New Jersey 07663
Phone Number: 9733412404
Registration Number: 25-65D7Y-CR
Date of Issue: 2025-03-19
Expiration Date: 2027-03-19

(This license is valid only for the contractor named above)

Roberta Reardon
Commissioner
New York State Department of
Labor

Mak Group LLC

Completed Projects

Owner: Bergen Community College
400 Paramus Rd.
Paramus, NJ
Robert Coane - rcoane@bergen.edu
Construction Manager: **No CM on this Project**
Architect: **RSC Architects**
Rick Parrish- rparrish@rscarchitects.com
Name of contract: Ender Hall Roof Replacement
Location of contract: 400 Paramus Rd. Paramus, NJ
Contract: $ **256,758.00**
Estimated Date of Completion: 01/31/2026
Roof Manufacturer: SR Products – Peter Debuono – 201-230-1106

Owner: Verona Township
600 Bloomfield Ave.
Verona, NJ

Construction Manager: **No CM on this Project**
Architect: **Solutions Architecture**
Leutrim Mustafa- leutrimm@solutions-arch.com
Name of contract: Verona Township Roof Replacement
Location of contract: 880 Bloomfield Ave. Verona, NJ
Contract: $ **788,032.00**
Estimated Date of Completion: 01/31/2026
Roof Manufacturer: GAF- Thomas Kelley

Owner: Westchester Community College
75 Grassland Rd.
Valhalla, NY 10595

Construction Manager: No CM on this Project
Architect: H2M Architects & Engineers
Name of contract: Phase V Roof Replacements- Academic Arts, Science and Library Buildings
Location of contract: 75 Grasslands Rd. Valhalla, NY 10595
Contract: $2,375,758.00
Date of Completion: 12/20/2025
Roof Manufacturer: Versico

Mak Group LLC

Vin Mistretta – (732)-241-4667- **vmistretta@eastcoastroof.net**

Owner:	Randolph Township Board of Education 25 School House Road Randolph NJ 07869 Kyle Bleeker: kbleeker@rtnj.org
Construction Manager:	**No CM on this Project**
Architect:	Parette Somjen Architects LLC-Kymani Gray Kymani Gray-kgray@planetpsa.com
Name of contract:	Roof Replacement @ Ironia Elementary School
Location of contract:	303 Dover Chester Road , Randoph NJ 07869
Contract:	$3,237,758.00

Date of Completion: 12/15/2025
Roof Manufacturer: Garland Company, Harry Comfort: (973)-244-3069 - hcomfort@garlandco.com

Owner:	Randolph Township Board of Education 25 School House Road Randolph NJ 07869 Kyle Bleeker: kbleeker@rtnj.org
Construction Manager:	**No CM on this Project**
Architect:	Parette Somjen Architects, LLC- Kymani Gray-kgray@planetpsa.com
Name of contract:	Roof Replacement @ Shongum Elementary School
Location of contract:	9 Arrow Place, Randolph, NJ 07869
Contract:	$2,498,758.00

Date of Completion: 12/15/2025
Roof Manufacturer: Garland Company, Harry Comfort: (973)-244-3069 - hcomfort@garlandco.com

Owner:	City of Newark Department of Water and Sewer Utilities 920 Broad St. Rm B-31F Newark, NJ 07102 Sandra Currais-973-256-4965- curraiss@ci.newark.nj.us
Construction Manager:	**No CM on this Project**
Architect:	PCI Professional Consulting, Inc- Gary Baumann- 973-683-0044
Name of contract:	Roof Replacement at the Pequannock Water Pretreatment Building, The Meadowlands Storm Water Pumping Station and The Wayne Pumping Stations 1 &2 – Contact 07-WS2024
Location of contract:	Various Locations

Contract: $839,758.00
Estimated Date of Completion: 11/2025
Roof Manufacturer: GAF
Louis Valenti – (201)-509-2182- louis.valenti@gaf.com

Owner: Montvale Board of Education
47 Spring Valley Rd.
Montvale, NJ 07645
Andrea Wasserman- awasserman@montvalek8.org
Construction Manager: Epic Management -
Architect: FKA Architects
Name of contract: Montvale Memorial School Partial Roof Replacement
Location of contract: 53 West Grand Ave. Montvale, NJ 07645
Contract: $1,084,758.00
Roof Manufacturer: Garland-Harry Comfort-(973)-244-3069, hcomfort@garlandco.com
estimated Date of Completion: 08/2025

Owner: White Township Consolidated School District
565 County Route 519
Belvidere, NJ 07823
Lori Tirone
Construction Manager: NO CM on this Project
Architect: Parette Somjen Architects, LLC
Name of contract: Partial Roof Replacement Roof B at White Twp Consolidate School
Location of contract: 565 County Rd. 519 Belvidere, NJ 07823
Contract: $889,758.00
Estimated Date of Completion: 09/30/2025
Roof Manufacturer: Garland Company-Harry Comfort: (973)-244-3069- hcomfort@garlandco.com

Owner: Irvington Township Housing Authority
101- A Union Ave.
Irvington, NJ 07111
Tisha Barnes - TBarnes@ihanj.org
Construction Manager: **No CM on this Project**
Architect: Clark Caton Hintz – Patrick Orem – (609)-883-8383 ext 333
Name of contract: Roof Replacement 81 Union Ave.
Location of contract: 81 Union Ave. Irvington, NJ 07111

Contract: $594,758.00
Date of Completion: 07/31/2025
Roof Manufacturer: Elevate
Sal Arnone- (908)-380-4193- Sarnone@roofingspec.com

Owner: Borough of Highland Park
221 South 5th Ave. Highland Park, NJ 08904
Michael Bobish- 732-819-3782- mbobish@hpplnj.org
Construction Manager: **No CM on this Project**
Architect: Arcari & Iovino Architects-
Ralph Justo- 201-641-0600 - **rjusto@aiarchs.com**
Name of contract: Highland Park Public Library Roof Replacement
Location of contract: 31 N. 5th Ave. Highland Park, NJ 08904
Contract: $368,758.00
Date of Completion: 11/2024
Roof Manufacturer: GAF
Louis Valenti – (201)-509-2182- louis.valenti@gaf.com

Owner: Oradell Board of Education
350 Prospect Ave. Oradell, NJ 07649
Peter Iappelli- iappellip@oradellschool.org
Construction Manager: **No CM on this Project**
Architect: LAN Associates-
David Pereira – 201-477-6400 **-david.pereira@lanassociates.com**
Name of contract: Contract #16- Partial Roof Replacement at Oradell PS
Location of contract: 350 Prospect Ave. Oradell, NJ 07649
Contract: $486,558.00
Date of Completion: 11/2024
Roof Manufacturer: Garland Company
Soren Pederson- (908)-812-6971- spedersen@garlandco.com

Owner: Phillipsburg Board of Education
50 Sargent Ave. Phillipsburg, NJ 08865
Staci Horne- (908)-454-3400 x1100- horne.staci@pburgsd.net
Construction Manager: ***No CM on this Project***
Architect: *Juliano Architects*
Paul Juliano- (908)-343-9500 - paul@julianoarchitects.com
Name of contract: Phillipsburg Early Childhood Learning Center Roof Replacement

Location of contract: 459 Center St. Phillipsburg, NJ 08865
Contract: $2,769,758.00
Date of Completion: 10/2024
Roof Manufacturer: Garland Company
Harry Comfort- (973)-244-3069- hcomfort@garlandco.com

Owner: Harding Township Board of Education
34 Lee's Hill Rd. New Vernon, NJ 07976
Dr. Matthew Spelker- 973-267-6398- mspelker@hardingtwp.org
Construction Manager: ***No CM on this Project***
Architect: Parette Somjen Architects
Hannah Calabrese- 973-586-2400 x283 - hcalabrese@planetpsa.com
Name of contract: Roof Replacement at Harding Elementary School
Location of contract: 34 Lee's Hill Rd. New Vernon, NJ 07976
Contract: $1,074,758.00
Date of Completion: 09/2024
Roof Manufacturer: Garland Company
Harry Comfort- (973)-244-3069- hcomfort@garlandco.com

Owner: Montclair Board of Education
22 Valley Rd. Montclair, NJ 07042
Christina Hunt- (973)-509-4000- chunt@montclair.k12.nj.us
Construction Manager: *Legacy Construction Management, Inc*
Conor O'Brien- (908)-413-3259 – cobrien@legacyminc.com
Architect: *Parette Somjen Architects*
William Ross- 973-586-2400- wross@planetpsa.com
Name of contract: Roof Replacement & Renovation at Glenfield Middle School
Location of contract: 25 Maple Ave. Montclair, NJ 07042
Contract: $987,758.00
Date of Completion: 10/2024
Roof Manufacturer: Garland Company
Harry Comfort- (973)-244-3069- hcomfort@garlandco.com

Owner: Morris County
10 Court St. Morristown, NJ 07960
David Endly – (973)-285-2895- dendly@co.morris.nj.us
Construction Manager: ***No CM on this Project***
Architect: Herbst Musciano, LLC

Mak Group LLC

Gary Musciano- (973)-538-3815
Name of contract: Roof Repair at Morris View Healthcare Center
Location of contract: 540 West Hanover Ave. Morristown, NJ 07960
Contract: $1,251,039.96
Estimated Date of Completion: 09/2024
Roof Manufacturer: Firestone
Mike Henry- (973)-723-6134- mhenry@roofingspec.com

Owner: Morris County
10 Court St. Morristown, NJ 07960
David Endly – (973)-285-2895- dendly@co.morris.nj.us
Construction Manager: ***No CM on this Project***
Architect: Fox Architectural Design PC- Frederick Wawra- (973)-970-9355 x 11
Name of contract: Morris County Public Safety Training Academy Roof Replacement
Location of contract: 500 West Hanover Ave. Morristown, NJ 07960
Contract: $1,057,758.00
Date of Completion: 09/2024
Roof Manufacturer: Garland Company
Harry Comfort- (973)-244-3069- hcomfort@garlandco.com

Owner: Verona Board of Education
151 Fairview Ave. Verona, NJ 07044
Ernie Turner-(973)-571-2029- ernie.turner@usa.net
Construction Manager: Legacy Construction Management, Inc
Conor O'Brien- (908)-413-3259 – cobrien@legacyminc.com
Architect: AECOM
Bethany Brennan – (973)-998-1216- Bethany.brennan@aecom.com
Name of contract: Verona 4 Schools and High School
Location of contract: Various School Locations in Verona, NJ
Contract: $1,912,416.00
Date of Completion: 10/01/2020
Roof Manufacturer: Tremco
Jeffrey Dorfler- (908)-616-6437- JDorfler@tremcoinc.com

Owner: *Somers Central School District*
240 Route 202 Somers, NY 10589
Kenneth Crowley- (914)-277-2410- kcrowley@somersschools.org

Construction Manager:	*Triton Construction Company* John Hansen- (516)-427-3160- jhansen@tritonconstruction.net
Architect:	*H2M Architects + Engineers* Michael Lantier- (631)-756-8000- mlantier@h2m.com
Name of contract:	Roof Upgrades to Somers Middle School
Location of contract:	250 Rt 202 Somers, NY 10589
Contract:	$ 773,758.00
Date of Completion:	09/22/2020
Roof Manufacturer:	Versico Vin Mistretta – (732)-241-4667- **vmistretta@eastcoastroof.net**

Owner:	*Clarkstown Central School District* 62 Old Middletown Rd. New City, NY 10956 Anthony Valenti- (845)-639-6434- avalenti@ccsd.edu
Construction Manager:	*Savin Engineers P.C.* Oscar Hinkle- (914)-490-0269- ohinkle@savinengineers.com
Architect:	*CS Arch Architect & Mep Engineer* Robert Lafayette- (845)-561-3179- rlafayette@csarchpc.com
Name of contract:	Clarkstown Central School District GC-01- Roof Replacements
Location of contract:	31 Demarest Mill Rd. West Nyack, NY 10994
Contract:	$3,295,758.00
Date of Completion:	10/11/2019
Roof Manufacturer:	Versico Vin Mistretta – (732)-241-4667- **vmistretta@eastcoastroof.net**

Mak Group LLC

Currently Open Projects

Owner: Bergen Community College
400 Paramus Rd.
Paramus, NJ
Robert Coane - rcoane@bergen.edu
Construction Manager: **No CM on this Project**
Architect: **RSC Architects**
Rick Parrish- rparrish@rscarchitects.com
Name of contract: Library Wing Roof Replacement
Location of contract: 400 Paramus Rd. Paramus, NJ
Contract: $1,367,336.00
Estimated Date of Completion: 08/31/2026
Roof Manufacturer: SR Products – Peter Dibuono – 201-230-1106

Owner: Piscataway Township Board of Education
1515 Stelton Rd.
Piscataway, NJ 08854
Construction Manager: **No CM on this Project**
Architect: **Spiezle Architectural Group, Inc.**
Leutrim Mustafa- leutrimm@solutions-arch.com
Name of contract: Roof Replacement at Quibbletown Middle School
Location of contract: 99 Academy St. Piscataway, NJ 08854
Contract: $2,579,758.00
Estimated Date of Completion: 08/31/2026
Roof Manufacturer: GAF- Thomas Kelley

Owner: UniMak, LLC
82 Midland Ave Suite D
Saddle Brook, NJ 07663
Construction Manager: **Arris Contracting Company, Inc**
Architect: **CPL Architects**

Name of contract: Brookside ES – 2023 Classroom Addition
Location of contract: **30 Ryder Rd. Ossining, NY 10562**
Contract: $297,000.00
Estimated Date of Completion: 06/15/2026
Roof Manufacturer: Carlise

Owner: UniMak, LLC
82 Midland Ave Suite D
Saddle Brook, NJ 07663

Construction Manager: **Triton Construction**
Architect: **H2M Architects**

Name of contract: White Plains HS Addition
Location of contract: **550 North St. White Plains, NY**
Contract: $663,000.00
Estimated Date of Completion: 06/15/2026
Roof Manufacturer: Versico

Owner: Summit Board of Education
14 Beekman Terrace
Summit, NJ 07901
Construction Manager: **NO CM on this Project**
Architect: **EI associates**
Name of contract: Roof Replacement at LCJ Summit Middle School
Location of contract: **272 Morris Ave. Summit, NJ 07901**
Contract: $3,785,758.00
Estimated Date of Completion: 08/30/2026
Roof Manufacturer:

Owner: Hopewell Valley Regional School District
425 South Main St.
Pennington, NJ 08534
Construction Manager: **NO CM on this Project**
Architect: **Fraytak Veisz Hopkind Duthie P.C.**
Name of contract: **Partial Roof Replacements at Hopewell Valley Central High School and Stony Brook Elementary School**
Location of contract: 259 Pennington-Titusville Road, Pennington, NJ 08534
20 Stephenson Road, Pennington, NJ 08534
Contract: **$**1,917,758.00
Estimated Date of Completion: 08/30/2026
Roof Manufacturer:

Mak Group LLC

Client References

Verona Board of Education
Verona 4 Schools and Verona High School
151 Fairview Ave. Verona, NJ 07044
Cheryl Nardino – 973-571-2029

Clifton Public Library
New Roof Clifton Public Library
292 Piaget Ave. Clifton, NJ 07011
Justine Tomczak - Tomczak@cliftonpl.org

Somers Central School District
Roof Upgrades to Somers MS
240 Route 202 Somers, NY 10589
Robert Klick – 914-277-2400

Clarkstown Central School District
Clarkstown South High School
62 Old Middletown Rd. New City, NY 10956
Anthony Valenti – 845-639-6434 or Tom McCormack 845-721-1824

River Dell Reg. Board of Education
River Dell High School
230 Woodland Ave. River Edge, NJ 07661
Thomas Bonfiglio – 201-599-7201 – Thomas.bonfiglio@riverdell.org

Architect References

AECOM – Kristin Stevens – 973-883-8604 - **kristin.stevens1@aecom.com**

George A Held AIA & Associates – George Held -973-772-1553- **george@gaharch.com**

H2M Architects – Michael Lantier- **631-756-8000** - **mlantier@h2m.com**

CS Arch- Robert Lafayette – 845-561-3179 – rlafayette@csarchpc.com

Armm Associates- Susan Guida – 856-665-8484- susan@armmassociates.com

Mak Group LLC

List of Equipment for Mak Group, LLC.

Equipment Description	Make	Year Made	Condition
Kettle for Hot Tar (2)	Panther East	2005	Excellent
Pick-up Truck F-150 (1)	Ford	2006	Excellent
Van F-350 (1)	Ford	2006	Excellent
Roof Cut Machine (3)	Panther East	2008	Excellent
Bonding Machine for TPO Roof (2)	Panther East	2006	Excellent
Hoist (1)	Panther East	2000	Excellent
Chop saw cutter (1)	Rigid	2008	Excellent
Seam Welder	Leister	2018	Excellent

40 Summit Ave Clifton, NJ 07013 - Ph: (373) 341-2404 - Fax: (201) 826-0461 - vanco.velkov@makgroupllc.us

Mak Group LLC

Bank Reference

ConnectOne Bank
Jose Rosario
3 Allerman Rd. Oakland, NJ 07436
201-816-4042
jrosario@cnob.com

40 Summit Ave Clifton, NJ 07013 - Ph: (973) 341-2404 - Fax: (201) 820-0481 - vanco.velkov@makgroupllc.us

Mak Group LLC

Trade References for Mak Group LLC

1. New Castle Building Products
   325 Duffy Avenue Hicksville NY 11801
   T (516)822-7663

2. Unimak LLC
   82 Midland Ave
   Saddle Brook NJ 07663
   T (973)200-3673

3. Beacon
   250 Rt 17 North
   East Rutherford NJ 07073
   T 201-452-9108

Mak Group LLC

MAK GROUP, LLC

FINANCIAL STATEMENTS

AND SUPPLEMENTARY INFORMATION

WITH INDEPENDENT ACCOUNTANT'S REVIEW REPORT

DECEMBER 31, 2025 AND 2024

GITTELMAN
& company, p.c.
• CERTIFIED PUBLIC ACCOUNTANTS
• MANAGEMENT CONSULTANTS

MAK GROUP, LLC
FINANCIAL STATEMENTS
DECEMBER 31, 2025 AND 2024

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Independent Accountant's Review Report

To the Members
MAK Group, LLC
Saddle Brook, New Jersey

We have reviewed the accompanying financial statements of MAK Group, LLC (a New Jersey Limited Liability Company), which comprise the balance sheets as of December 31, 2025 and 2024, and the related statements of income, changes in members' equity, and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility
Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of MAK Group, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountant's Conclusion
Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Other Matter - Supplementary Information
The accompanying supplementary information included in pages 12-18 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our reviews of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and, do not express an opinion on such information.

Gittelman + Company, P.C.

GITTELMAN & COMPANY, P.C.

Clifton, New Jersey
February 13, 2026

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MAK GROUP, LLC
BALANCE SHEETS
SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT
DECEMBER 31, 2025 AND 2024

ASSETS

	2025	2024
CURRENT ASSETS		
Cash and Cash Equivalents	$ 4,499	$ 219,449
Contracts Receivable	1,799,366	1,353,675
Contract Assets	263,681	182,463
Prepaid Expenses	740	-
Employee Advances	4,171	46,518
Total Current Assets	2,072,457	1,802,105
PROPERTY AND EQUIPMENT		
Machinery and Equipment	123,278	57,750
Computer and Office Equipment	2,340	2,340
Transportation Equipment	130,083	130,083
	255,701	190,173
Less: Accumulated Depreciation	(188,128)	(175,844)
Property and Equipment, Net	67,573	14,329
TOTAL ASSETS	$ 2,140,030	$ 1,816,434

LIABILITIES AND MEMBERS' EQUITY

CURRENT LIABILITIES		
Accounts Payable	$ 586,963	$ 156,924
Bank Lines of Credit	100,000	466,967
Loan Payable	80,000	-
Current Maturities of Long-Term Debt	7,963	7,513
Total Current Liabilities	774,926	631,404
Long-Term Debt, less Current Portion	**11,364**	**19,327**
Total Liabilities	**786,290**	**650,731**
MEMBERS' EQUITY		
Members' Equity	1,353,740	1,165,703
Total Members' Equity	**1,353,740**	**1,165,703**
TOTAL LIABILITIES AND MEMBERS' EQUITY	$ 2,140,030	$ 1,816,434

See accompanying notes.

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MAK GROUP, LLC
STATEMENTS OF INCOME
SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT
YEARS ENDED DECEMBER 31, 2025 AND 2024

	2025	2024
Contract Revenues Earned	$ 12,346,839	$ 7,990,047
Cost of Revenues Earned, including Depreciation of $12,284 and $9,552, respectively	11,086,113	7,438,825
	1,260,726	**551,222**
General and Administrative Expenses	928,654	340,130
Income from Operations	**332,071**	**211,092**
Other Expense		
Interest Expense	(38,034)	(81,533)
Total Other Expenses	**(38,034)**	**(81,533)**
Income Before Income Taxes	**294,037**	**129,559**
Provision for State Income Taxes	6,000	-
Net Income	**$ 288,037**	**$ 129,559**

See accompanying notes.

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MAK GROUP, LLC
STATEMENTS OF CHANGES IN MEMBERS' EQUITY
SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT
YEARS ENDED DECEMBER 31, 2025 AND 2024

	2025	2024
Members' Equity, January 1	**$ 1,165,703**	**$ 1,142,871**
Net Income	288,037	129,559
Members' Distributions	(100,000)	(106,727)
Members' Equity, December 31	**$ 1,353,740**	**$ 1,165,703**

See accompanying notes.

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MAK GROUP, LLC
STATEMENTS OF CASH FLOWS
SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT
YEARS ENDED DECEMBER 31, 2025 AND 2024

	2025	2024
Cash Flows from Operating Activities:		
Net Income	$ 288,037	$ 129,559
Adjustments to Reconcile Net Income to Net Cash Provided By Operating Activities:		
Depreciation	12,284	9,552
Changes in Assets and Liabilities:		
Contracts Receivable	(445,691)	537,344
Contract Assets	(81,218)	(154,386)
Prepaid Expenses	(740)	-
Employee Advances	42,347	(2,000)
Accounts Payable and Accrued Expenses	430,039	(350,561)
Net Cash Provided By Operating Activities	**245,058**	**169,508**
Cash Flows from Investing Activities:		
Purchase of Equipment	(65,528)	-
Net Cash Used By Investing Activities	**(65,528)**	**-**
Cash Flows from Financing Activities:		
Payments on Long-Term Debt	(7,513)	(7,087)
Repayments on Bank Line of Credit	(366,967)	(31,288)
Loan Payable	80,000	-
Members' Distributions	(100,000)	(106,727)
Net Cash Used By Financing Activities	**(394,480)**	**(145,102)**
Net Change in Cash and Cash Equivalents	**(214,950)**	**24,406**
Cash and Cash Equivalent at Beginning of Year	219,449	195,043
Cash and Cash Equivalents at End of Year	**$ 4,499**	**$ 219,449**
Supplemental Disclosures of Cash Flow Information:		
Cash Paid During the Years for:		
Interest	$ 38,034	$ 81,533
Taxes	6,000	-

See accompanying notes.

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NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

NATURE OF BUSINESS

The Company's business activity involves roof installations and replacements for commercial, governmental and industrial renovation projects. Projects are primarily located in the Northern New Jersey area. The work is performed under fixed-price contracts. The length of the contracts are typically one to two years. Operations commenced in 2008. The Company was established as an LLC under the statutes of the State of New Jersey.

Management uses estimates and assumptions in preparing these financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expense. Actual results could vary from the estimates that were used.

The Company, as condition for entering into contracts, obtains surety bonds. As of December 31, 2025 and 2024 there were $2,866,631 and $1,912,500 surety bonds outstanding, respectively. The bonds are collateralized by contract receivables and the personal guaranty of the members of the Company.

CASH EQUIVALENTS

For the purposes of the statement of cash flows, the Company considers all highly liquid debt instruments with a maturity of three months or less to be cash equivalents.

CONTRACT RECEIVABLES

Contract receivables are recorded when invoices are issued and are presented in the balance sheet net of allowance for doubtful accounts. Based on management's assessment of the credit history with customers having outstanding balances and current relationships with them, it has concluded that realization of losses on balances outstanding at year end will be immaterial. Contract receivables are written off when they are determined to be uncollectible. The allowance for doubtful accounts is estimated based on the Company's historical losses, the existing economic conditions in the construction industry, and the financial stability of its customers.

REVENUE FROM CONTRACTS WITH CUSTOMERS

The Company operates as a roofing contractor out of Clifton, New Jersey. The Company's performance is dependent on the strength of the construction industry in the New York/New Jersey Tri-State region. The work is performed under fixed-price contracts modified by incentive provisions and change orders. The length of the contracts vary but are typically one to two years. The Company recognizes contract revenue for financial reporting purposes over time. Progress toward completion of the Company's contract is measured by the percentage of cost incurred to date to estimated total costs for each contract.

This method is used because management considered total cost to be the best available measure of progress on contracts. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change significantly within the near term.

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NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

TRANSITION - MODIFIED RETROSPECTIVE METHOD

The Financial Accounting Standards Board (FASB) issued new guidance that created Topic *606, Revenue from Contracts with Customers,* in the Accounting Standards Codification (ASC). Topic 606 supersedes the revenue recognition requirements in FASB ASC 605, *Revenue Recognition,* and requires the recognition of revenue when promised goods or services are transferred to customers in an amount that reflects the consideration to which an entity expects to be entitled in exchange for those goods or services. The new guidance also added Subtopic 340-40, *Other Assets and Deferred Costs - Contracts with Customers,* to the ASC to require the deferral of incremental costs of obtaining a contract with a customer. Collectively, we refer to the new Topic 606 and Subtopic 340-40 as the "new guidance".

We adopted the requirements of the new guidance as of January 1, 2019, utilizing the modified retrospective method of transition. We applied the new guidance using the practical expedient provided in Topic 606 that allows the guidance to be applied only to contracts that were not complete as of January 1, 2019. Adoption of the new guidance resulted in changes to our accounting policies for revenue recognition, costs and estimated earnings in excess of billings on uncompleted contracts, billings in excess of costs and estimated earnings on uncompleted contracts, and deferred contract costs as detailed below. The impact of adopting the new guidance was immaterial to the financial statements so no adjustment to beginning retained earnings was necessary.

The Company constructs and improves roofs on industrial and commercial buildings for customers. Contracts are fixed-price, with incentive provisions. The payment terms and conditions in customer contracts vary. The construction of a building is a single performance obligation that is satisfied over time.

Payment typically is due over time in installments, based on project phases as specified in the contracts. Final payment is due at the point in time when the contract is finished.

SIGNIFICANT JUDGMENTS

Contracts may include bonuses or other consideration that depend on Company performance. For performance bonuses based on objective criteria, such as meeting specified construction deadlines, the Company estimates the amount of consideration to which it expects to be entitled based on historical experience on similar projects and recognizes that amount as revenue as progress is completed. If weather conditions, lack of historical experience on similar projects, or other factors, create uncertainty about the amount to which the Company expects to be entitled, the Company limits its estimate to an amount that will not result in a significant reversal of revenue when the uncertainty is resolved. Performance bonuses based on subjective criteria, such as customer acceptance, are recognized only when earned.

PROPERTY, EQUIPMENT, AND DEPRECIATION

Property and Equipment are stated at cost. Depreciation is being provided using accelerated and straight-line methods over the estimated useful lives of the respective assets, which is generally five to seven years.

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NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

INCOME TAX

Although the Company is established as a New Jersey Limited Liability Company, effective January 1, 2025, the Company elected to be treated as an S Corporation for federal and state income tax purposes. Consequently, all tax effects of the Company's income or loss are passed through to the member individually.

The Company has also elected to participate in the New Jersey Business Alternative Income Tax Act (BAIT Act). BAIT allows the Company to pay and expense NJ state tax at the corporate level on behalf of its shareholders.

The Company has adopted the provisions of ASC 740-10, "Accounting for Uncertainty in Income Taxes", in addition to ASU 2008-06, "Application Guidance for Pass-Through Entities and Tax-Exempt Not-for-Profit Entities and Disclosure Modifications for Nonpublic Entities".

ASC 740-10-25 and ASU 2008-06 present a recognition threshold and measurement attribute for how an entity should recognize, measure, present and disclose in its financial statements uncertain tax provisions that the entity has taken or expects to take on a tax return.

The Company analyzed the filing positions in all of the federal and state jurisdictions where it is required to file income tax returns, as well as all open tax years in these jurisdictions. The Company did not have any unrecognized tax positions from tax positions that do not meet the more likely than not criterion. Accordingly, there was no effect on the Company's financial condition or results of operations for the years ended December 31, 2025 and 2024.

The Company recognizes interest and penalties related to uncertain tax positions in income tax expense. As of December 31, 2025 and 2024, the Company made no provision for interest or penalties related to uncertain tax positions. The Company files income tax (pass-through) returns in the U.S. federal jurisdiction and in various states and localities. There are currently no federal, state or local income tax examinations underway for these jurisdictions. Furthermore, the Company is no longer subject to U.S. federal income tax examinations by the Internal Revenue Service for tax years before 2022 and before 2021 for state and local authorities. The Company's tax years of 2022 and forward are subject to examination by federal, state and local taxing authorities.

CONCENTRATION OF MARKET RISK

The Company maintains cash balances in its bank and at other financial institutions which, at times, may exceed the limits of the Federal Deposit Insurance Corp. (FDIC). As of December 31, 2025 and 2024, there were no uninsured cash balances. The Company carefully monitors these balances to make sure its exposure is minimized.

DATE OF MANAGEMENT REVIEW

Management has evaluated subsequent events through February 13, 2026, the date on which the financial statements were available to be issued.

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NOTE 2 - CONTRACTS RECEIVABLE

Contracts Receivable at December 31, are as follows:

	2025	2024
Completed Contracts	$ 1,127,733	$ 1,183,827
Contracts in Progress	555,019	169,848
Retainage	116,614	—
	$ 1,799,366	$ 1,353,675

NOTE 3 - CONTRACT BALANCES

The timing of revenue recognition, billings and cash collections results in billed accounts receivable, contract assets and contract liabilities on the balance sheets. Contract assets represent work performed that could not be billed either due to contract stipulations or the required contractual documentation has not been finalized. Substantially all unbilled amounts are expected to be billed and collected within one year.

For fixed fee and time-and-materials based contracts, amounts are billed as work progresses in accordance with agreed-upon contractual terms, either at periodic intervals or upon achievement of contractual milestones. Generally, billing occurs subsequent to revenue recognition, resulting in contract assets. The Company's contract liabilities consist of advance payments, billings in excess of revenue recognition and deferred revenue.

The Company's contract assets and contract liabilities are reported in a net position on a contract-by-contract basis at the end of each reporting period. Advance payments, billings in excess of revenue recognized and deferred revenue are each classified as current.

Net contract assets (liabilities) consisted of the following as of December 31:

	2025	2024
Contract assets - current	$ 263,681	$ 182,463
Contract liabilities - current	—	—
Net Contract Assets	$ 263,681	$ 182,463

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NOTE 4 - BACKLOG (Compiled)

Backlog represents the amount of revenue the Company expects to realize from work to be performed on Uncompleted Contracts in progress at year end and from contractual agreements on which work has not yet begun. The following schedule summarizes backlog outstanding at December 31:

	2025	2024
Work to be performed on Uncompleted Contracts	$ 1,217,969	$ 1,912,500
New contracts entered into for which work has not yet begun	2,579,758	—
Backlog Balance at December 31,	**$ 3,797,727**	**$ 1,912,500**

NOTE 5 - INCOME TAXES

The provision for state income taxes for the year ended December 31 consists of the following:

	2025	2024
Current - State Corp. Tax	$ —	$ —
Current - State BAIT	6,000	—
Total State Income Taxes	**$ 6,000**	**$ —**

NOTE 6 - LINE OF CREDIT

The Company has a business revolving credit line with a bank in the amount of $1,000,000, with interest on borrowings payable at 8.25% per annum at December 31, 2025. The maturity date is October 17, 2026. The credit line is secured by all the assets of the Company and personal guarantee of the members of the Company. The balance as of December 31, 2025 is $100,000.

Interest expense for the years ended December 31, 2025 and 2024 was $36,666 and $65,192, respectively.

NOTE 7 - LONG-TERM DEBT

Long-Term Debt consists of the following at December 31:

	2025	2024
Note payable to Chase, interest rate of 5.84% per annum; 72 monthly installments of $740.08 beginning May, 2023. The note matures April, 2028 and is secured by transportation equipment.	$ 19,327	$ 26,840
	19,327	26,840
Less: Current Portion	(7,963)	(7,513)
Long-Term Debt, less Current Portion	**$ 11,364**	**$ 19,327**

Interest expense for the year ended December 31, 2025 was $1,368.

Maturities of long-term debt in the next three years are as follows:

Year Ending December 31,	Amount
2026	$ 7,963
2027	8,441
2028	2,923
	$ 19,327

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NOTE 8 - MAJOR CUSTOMERS

During the years ended December 31, 2025 and 2024, the Company had major customers who accounted for more than 10% of the Company's revenues.

	2025	2024
Revenues (2 Customers and 4 Customers), respectively	$ 7,397,604	$ 5,816,716
Accounts Receivable Balance at December 31 (2 Customers and 0 Customers), respectively	$ 992,355	$ —

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MAK GROUP, LLC
SUPPLEMENTARY INFORMATION
SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT
YEARS ENDED DECEMBER 31, 2025 AND 2024

MAK GROUP, LLC
COSTS OF REVENUES EARNED
SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT
YEARS ENDED DECEMBER 31, 2025 AND 2024

	2025	2024
Direct Job Costs		
Materials	$ 6,501,466	$ 4,708,682
Subcontractors	1,185,288	1,186,003
Direct Labor	1,644,282	1,082,492
Other Direct Job Costs	363,059	-
Equipment Rental and Small Tools	10,311	1,959
	9,704,406	**6,979,136**
Indirect Job Costs		
Payroll Taxes	178,796	107,825
Consulting	99,094	-
Warranties	18,990	-
Bid Documents	295	-
Plans and Specs	2,541	1,820
Insurance, including Workers Compensation	937,081	307,592
Truck and Auto Expense	100,750	29,891
Licenses and Permits	30,807	3,009
Waste Disposal	1,069	-
Depreciation	12,284	9,552
	1,381,707	**459,689**
TOTALS	**$ 11,086,113**	**$ 7,438,825**

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MAK GROUP, LLC

SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES

SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT

YEARS ENDED DECEMBER 31, 2025 AND 2024

	2025	2024
Office Payroll	$ 476,028	$ 124,310
Payroll Taxes	48,309	12,382
Workers Compensation Insurance	3,427	-
Advertising	6,412	-
Professional Fees	91,654	81,424
Office Expense	38,209	38,293
Rent Expense	214,524	47,945
Bank Charges	7,709	1,320
Postage and Delivery	2,730	1,223
Payroll Processing Fees	31,805	18,102
Meals and Entertainment	3,605	4,704
Utilities	2,257	-
Penalties	-	6,101
Travel	1,985	4,326
Total General and Administrative Expenses	**$ 928,654**	**$ 340,130**

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MAK GROUP, LLC.
CONTRACTS IN PROGRESS
SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT
YEAR ENDED DECEMBER 31, 2025

Construction Project	Total Contract		From Inception to December 31, 2025					Prior to January 1, 2025			Year Ended December 31, 2025				
	Net Revenues	Estimated Gross Profit	Revenues Earned	Cost of Revenues	Gross Profit	Billed to Date	Estimated Cost to Complete	Revenues Earned	Cost of Revenues	Gross Profit	Revenues Earned	Cost of Revenues	Gross Profit	Contract Assets	Percent Complete
EHRR - Ender Hall Roof Replacement Bergen Community College, Paramus, NJ	$ 256,758	25,758	$ 231,082	$ 207,900	$ 23,182	160,594	$ 23,100	$ -	$ -	$ -	$ 231,082	$ 207,900	$ 23,182	$ 70,488	90.00%
VTRR - Verona Township Roof Replacement Verona, NJ	788,032	78,032	701,348	631,900	69,448	566,346	78,100	-	-	-	701,348	631,900	69,448	135,002	89.00%
UM - Brookeside ES Brookside, NJ	313,800	31,380	15,690	14,121	1,569	-	268,299	-	-	-	15,690	14,121	1,569	15,690	5.00%
UM - White Plains High School White Plains, NY	850,000	85,000	42,500	38,250	4,250	-	726,750	-	-	-	42,500	38,250	4,250	42,500	5.00%
	$ 2,208,590	$ 220,170	$ 990,621	$ 892,171	$ 98,450	$ 726,940	$ 1,096,249	$ -	$ -	$ -	$ 990,621	$ 892,171	$ 98,450	$ 263,681	

MAK GROUP, LLC.
CONTRACTS IN PROGRESS
SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT
YEAR ENDED DECEMBER 31, 2024

	Total Contract		From Inception to December 31, 2024					Prior to January 1, 2024			Year Ended December 31, 2024			At December 31, 2024	
Construction Project	Net Revenues	Estimated Gross Profit	Revenues Earned	Cost of Revenues	Gross Profit	Billed to Date	Estimated Cost to Complete	Revenues Earned	Cost of Revenues	Gross Profit	Revenues Earned	Cost of Revenues	Gross Profit	Contract Assets	Percent Complete
ıstchester Community College lhalla, New York	$ 2,125,000	$ 111,138	$ 361,250	$ 342,357	$ 18,893	$ 178,787	$ 1,671,506	$ -	$ -	$ -	$ 361,250	$ 342,357	$ 18,893	$ 182,463	17.00%
	$ 2,125,000	$ 111,138	$ 361,250	$ 342,357	$ 18,893	$ 178,787	$ 1,671,506	$ -	$ -	$ -	$ 361,250	$ 342,357	$ 18,893	$ 182,463	

MARK GROUP, LLC
COMPLETED CONTRACTS
SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT
YEAR ENDED DECEMBER 31, 2025

Construction Project	Total Contract				From Inception to December 31, 2025			Prior to January 1, 2025			Year Ended December 31, 2025		
	Revenues Earned	Cost of Revenues	Estimated Gross Profit	Billed To Date	Revenues Earned	Cost of Revenues	Gross Profit	Revenues Earned	Cost of Revenues	Gross Profit	Revenues Earned	Cost of Revenues	Gross Profit
City of Newark - DWSU Roof Replacement Newark, NJ	$ 895,276	$ 850,512	$ 44,764	$ 895,276	$ 895,276	$ 850,512	$ 44,764	$ -	$ -	$ -	$ 895,276	$ 850,512	$ 44,764
County of Sussex Board of Commissioners Roofing and Waterproofing at various locations Newton, NJ	12,019	8,682	3,337	12,019	12,019	8,682	3,337	-	-	-	12,019	8,682	3,337
Jersey City Public Schools Roof Repairs - District Wide Jersey City, NJ	106,374	90,418	15,956	106,374	106,374	90,418	15,956	-	-	-	106,374	90,418	15,956
White Township Consolidated School District Partial Roof Replacement White Township, NJ	859,369	773,432	85,937	859,369	859,369	773,432	85,937	-	-	-	859,369	773,432	85,937
Irvington Housing Authority Union Avenue Replacements Irvington, NJ	610,456	553,745	56,711	610,456	610,456	553,745	56,711	-	-	-	610,456	553,745	56,711
Montvale Board of Education Montvale Memorial Elementary School Montvale, NJ	1,060,808	954,727	106,081	1,060,808	1,060,808	954,727	106,081	-	-	-	1,060,808	954,727	106,081
Randolph Board of Education Roof Replacement at Ironia Elementary School Randolph, NJ	2,883,397	2,595,057	288,340	2,883,397	2,883,397	2,595,057	288,340	-	-	-	2,883,397	2,595,057	288,340
Randolph Board of Education Roof Replacement at Shongu Elementary School Randolph, NJ	2,340,849	2,130,173	210,676	2,340,849	2,340,849	2,130,173	210,676	-	-	-	2,340,849	2,130,173	210,676
Village of Suffern Village Hall Roof Replacement Village of suffern, NY	467,846	425,740	42,106	467,846	467,846	425,740	42,106	-	-	-	467,846	425,740	42,106
Westchester Community College Roof Replacements at Academic Arts, Science Bld Westchester, NY	2,452,687	2,330,053	122,634	2,452,687	2,452,687	2,330,053	122,634	361,250	342,357	18,893	2,091,437	1,987,696	103,741
County of Hudson Hudson County Buildings Roof Maintenance Jersey City, NJ	28,387	22,807	5,580	28,387	28,387	22,807	5,580	-	-	-	28,387	22,807	5,580
	$ 11,717,468	$ 10,735,345	$ 982,123	$ 11,717,468	$ 11,717,468	10,735,345	$ 982,123	$ 361,250	$ 342,357	$ 18,893	$ 11,356,218	$ 10,392,988	$ 963,230

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MAK GROUP, LLC.
COMPLETED CONTRACTS
SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT
YEAR ENDED DECEMBER 31, 2024

Construction Project	Total Contract				From Inception to December 31, 2024			Prior to January 1, 2024			Year Ended December 31, 2024		
	Revenues Earned	Cost of Revenues	Estimated Gross Profit	Billed To Date	Revenues Earned	Cost of Revenues	Gross Profit	Revenues Earned	Cost of Revenues	Gross Profit	Revenues Earned	Cost of Revenues	Gross Profit
orris County Public Safety orristown, New Jersey	$ 1,061,565	$ 976,640	$ 84,925	$ 1,061,565	$ 1,061,565	$ 976,640	$ 84,925	$ 609,216	$ 560,479	$ 48,737	$ 452,349	$ 416,161	$ 36,188
ırsey City Public Schools ırsey City, New Jersey	944,365	859,372	84,993	944,365	944,365	859,372	84,993	736,000	669,760	66,240	208,365	189,612	18,753
orough of Highland Park ghland Park, New Jersey	368,758	346,633	22,125	368,758	368,758	346,633	22,125	-	-	-	368,758	346,633	22,125
orris View Healthcare Center orristown, New Jersey	1,251,040	1,169,722	81,318	1,251,040	1,251,040	1,169,722	81,318	-	-	-	1,251,040	1,169,722	81,318
ırding Elementary School ew Vernon, New Jersey	989,358	929,997	59,361	989,358	989,358	929,997	59,361	-	-	-	989,358	929,997	59,361
lenfield Middle School ontclair, New Jersey	941,560	856,820	84,740	941,560	941,560	856,820	84,740	-	-	-	941,560	856,820	84,740
radell Board of Education radell, New Jersey	539,372	501,616	37,756	539,372	539,372	501,616	37,756	-	-	-	539,372	501,616	37,756
hillipsburg Early Childhood Learning Center hillipsburgh, New Jersey	2,634,758	2,450,325	184,433	2,634,758	2,634,758	2,450,325	184,433	-	-	-	2,634,758	2,450,325	184,433
iscellaneous Small Jobs and Change Orders Under $200,000	243,237	$ 235,583	7,654	243,237	243,237	235,583	7,654	-	-	-	243,237	235,583	7,654
	$ 8,974,013	$ 8,326,707	$ 647,306	$ 8,974,013	$ 8,974,013	$ 8,326,707	$ 647,306	$ 1,345,216	$ 1,230,239	$ 114,977	$ 7,628,797	$ 7,096,468	$ 532,329

MAK GROUP, LLC
ACCOUNTS RECEIVABLE AGING SUMMARY
SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT
AS OF DECEMBER 31, 2025

Customer	Current	1 - 30	31 - 60	61 - 90	91 and over	Retainage	Total
Bergen Community College	$ -	$ -	$ 154,534	$ -	$ -	$ 16,614	$ 171,148
Borough of Highland Park	-	-	-	435	-	-	435
City of Newark - Div of Water & Sewer	-	19,262	142,467	-	-	-	161,729
County of Hudson	-	196	27,799	392	-	-	28,387
Jersey City Public Schools	-	-	14,047	27,535	4,523	-	46,105
Montvale Board of Education	-	-	43,188	-	-	-	43,188
Randolph Board of Education	487,336	-	-	-	-	-	487,336
Township of Verona	327,321	227,698	-	-	-	-	555,019
Village of Suffern	-	-	51,857	-	-	-	51,857
Westchester Community College	179,076	-	-	-	-	-	179,076
White Township Consolidated School	-	-	75,086	-	-	-	75,086
TOTAL	$ 993,733	$ 247,156	$ 508,978	$ 28,362	$ 4,523	$ 16,614	$ 1,799,366

Completed Contracts	$ 1,227,733
Contracts In Progress	555,019
Retainage	16,614
	$ 1,799,366

GITTELMAN & company, p.c.
• Certified Public Accountants
• Management Consultants

RESOLUTION NO.: _____ - 2026

OF

SEPTEMBER 14, 2026

RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT WITH D.A. COLLINS CONSTRUCTON COMPANY, INC. FOR THE GENERAL CONSTRUCTION OF THE NEWBURGH COMBINED SEWER CONTROL FACILITY IN AN AMOUNT NOT TO EXCEED $44,592,140.00

WHEREAS, by Resolution No. 219-2011 of October 24, 2011 and Resolution No. 303-2015 of November 23, 2015, the City Council approved an Order on Consent with the New York State Department of Environmental Conservation to resolve violations at the Wastewater Treatment Plant and for the development of the CSO Long Term Control Plan ("LTCP") and a Modification Order on Consent approving a Schedule of Compliance for LTCP Phase I through V; and

WHEREAS, by Resolution No. 189-2019 of August 12, 2019, the City Council approved an agreement with Arcadis of New York, Inc. ("Arcadis") for professional services to complete the planning and preliminary engineering for the LTCP Phase II, III, and IV projects including a basis of design report for the Newburgh Combined Sewer Control Facility Project (the "Project"); and

WHEREAS, by Resolution No. 269-2021 of November 22, 2021, the City Council approved an agreement with Arcadis for professional engineering services to complete the design and preparation of bid documents for the Project; and

WHEREAS, the City of Newburgh has duly advertised for bids for the general construction contract for the Project, and three bids were received and opened and D.A. Collins Construction Company, Inc. is the low bidder; and

WHEREAS, funding for the Project shall be derived from financing through the New York State Environmental Facilities Corporation Project No. C3-7332-11-03, BIL grant funding in an amount not to exceed $17,766,000.00 and WIIA grant funding in an amount not to exceed $8,882,994.00;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that Bid No. 6.26 for the general construction contract of the Newburgh Combined Sewer Control Facility be and it hereby is awarded to D.A. Collins Construction Company, Inc. in the amount of $44,592,140.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

Jason Morris
Interim City Manager

CITY OF NEWBURGH

FINANCE DEPARTMENT

Bureau of Purchase and Supply
83 Broadway, Newburgh, New York 12550
(845) 569-7320 • www.cityofnewburgh-ny.gov

Jason Morris, PE (CFO)
Director of Finance

Nancy Bloom
City Comptroller

Robert VanVlack
City Purchasing Agent

Solicitation #6.26
Invitation for Bid (IFB)
City of Newburgh Combined Sewer Control Facility Project
Bid Opening August 6, 2026 11:00 a.m.

Contract 1G General Construction

CONTRACTOR	BID
SPC Construction Co.	$54,800,000.00
Carbro Constructors Corp.	$47,632,575.00
D.A. Collins Construction Co.	$44,592,140.00

Robert Van Vlack – City Purchasing Agent

City of Newburgh
Newburgh, New York
Combined Sewer Control Facility Project
BID NO. 6.26 – 1G

BID FORM

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

CITY OF NEWBURGH COMPTROLLER
City of Newburgh
83 Broadway
Fourth Floor
Newburgh, New York 12250

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;
B. List of Proposed Subcontractors;
C. List of Proposed Suppliers;
D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
F. Required Bidder Qualification Statement with supporting data; and
G. Waiver of Immunity / Non-Collusive Bidding Certification.
H. Affidavit of Workers' Compensation.
I. Iranian Energy Sector Divestment Form.
J. Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
K. Buy American Build American Contractor Certification
L. American Iron and Steel Contractor Certification

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ARTICLE 3—BASIS OF BID—LUMP SUM BID

3.01 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:

1. Lump Sum Price (Single Lump Sum)

Item No. 1	General Construction Lump Sum Bid Price	$ 34,200,000.00
Item No. 2	Precast Post-Tensioned Concrete Chlorine Contact Tank General Construction Lump Sum Bid Price	$ 8,400,000.00

B. All specified contingency allowance(s) are included in the price(s) set forth below.

Item No. 3	Lump Sum Contingency Allowance	$1,250,000.00

Total of all Lump Sums	$ 43,850,000.00

3.02 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
4	Driving Steel H-Piles	LF	3,500	140.00	$ 490,000.00
5	Steel H-Pile Splices	EA	140	1.00	$ 140.00
6	Additional Test Pits	EA	20	1500.00	$ 30,000.00
7	Disposal of Contaminated Soil	TON	400	300.00	$ 120,000.00
8	Disposal of Soil from CSX Railroad Property	TON	280	350.00	$ 98,000.00
9	CSO Sign	EA	1	4000.00	$ 4,000.00
Total of All Unit Price Bid Items					$ 742,140.00

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.03 *Total Bid Price (Lump Sum and Unit Prices)*

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	$ 44,592,140.00

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ARTICLE 4—BASIS OF BID—COST-PLUS FEE (NOT USED)

ARTICLE 5—PRICE-PLUS-TIME BID (NOT USED)

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda

Addendum Number	Addendum Date
No. 1	06/16/2026
No. 2	06/29/2026
No. 3	07/15/2026
No. 4	07/16/2026
No. 5	07/28/2026

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing

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surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

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BIDDER hereby submits this Bid as set forth above:

Bidder: D.A. Collins Construction Co., Inc.
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Aaron Tubbs
(typed or printed)

Title: Vice President
(typed or printed)

Date: August 06, 2026
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: John J. Sheeran
(typed or printed)

Title: Secretary/Treasurer/Vice President
(typed or printed)

Date: August 06, 2026
(typed or printed)

Address for giving notices:
269 Ballard Road, Wilton, NY 12831

Bidder's Contact:

Name: Aaron Tubbs
(typed or printed)

Title: Vice President
(typed or printed)

Phone: 518-664-9855

Email: DACestimating@dacollins.com

Address:
269 Ballard Road, Wilton, NY 12831

Bidder's Contractor License No.: (if applicable) Not applicable.

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CERTIFIED COPY OF RESOLUTION

D.A. Collins Construction Co., Inc.
Name of Corporation

RESOLVED that Aaron Tubbs, Vice President of D.A. Collins Construction Co., Inc. be authorized to sign and submit bids and/or proposals and enter into Contracts for said Corporation.

The foregoing is a true and correct copy of the resolution adopted by D.A. Collins Construction Co., Inc. at a meeting of its Board of Directors held on the 13th day of March, 2026.

D.A. Collins Construction Co., Inc.

By: _____
John J. Sheeran, Secretary/Treasurer

Incorporated in the State of New York.

269 Ballard Road, Wilton, NY 12831

(SEAL)

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BID BOND (PENAL SUM FORM)

Bidder	**Surety**
Name: **D.A. Collins Construction Co., Inc.** Address *(principal place of business)*: **269 Ballard Road, Wilton, NY 12831**	Name: **Zurich American Insurance Company** Address *(principal place of business)*: **1299 Zurich Way, 5th Fl, Schaumburg, IL 60196**
Owner	**Bid**
Name: **City of Newburgh** Address *(principal place of business)*: **83 Broadway, Newburgh, New York 12550**	Project *(name and location)*: **Bid No. 6.26; Project No. 30092420; CW SRF No. C3-7332-11-03; Contract 1G – General; Combined Sewer Control Facility** Bid Due Date: **August 6, 2026**
Bond	
Penal Sum: **Five Percent of Amount Bid (5%)** Date of Bond: **July 20, 2026**	

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
D.A. Collins Construction Co., Inc. *(Full formal name of Bidder)*	**Zurich American Insurance Company** *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: Aaron Tubbs *(Printed or typed)*	Name: **Victoria P. Lyons** *(Printed or typed)*
Title: Vice President	Title: **Attorney-in-Fact**
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: John J. Sheeran *(Printed or typed)*	Name: **Emily Donovan** *(Printed or typed)*
Title: Secretary	Title: **Witness**

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
    3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
    3.2. All Bids are rejected by Owner, or
    3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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Corporate Acknowledgement

State of New York
County of Saratoga SS:

On this 6th day of August in the year 2026, before me personally come(s) Aaron Tubbs to me known, who, being by me duly sworn, deposes and says that same resides in Moreau, NY, that same is the Vice President of the D.A. Collins Construction Co., Inc., the corporation described in and which executed the foregoing instrument; that same knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that same singed the name thereto by like order.

Taylor Morgan Skaarup
(Signature of Notary taking acknowledgement)

TAYLOR MORGAN SKAARUP
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SK0007463
Qualified in Saratoga County
Commission Expires MAY 12, 20 27

Limited Liability Company Acknowledgement

State of _____
County of _____ SS:

On this _____ day of _____ in the year _____, before me personally come(s) _____, to me known, who, being by me duly sworn, deposes and says that same resides in _____, that same is the _____ of the _____, the Limited Liability Company described in and which executed the foregoing instrument; that same knows the seal of the said corporation; that the seal affixed to the said instrument; and that same authorized under the Articles of Organization and the Operating Agreement as amended and in effect this date to execute the forgoing instrument and so bind the Limited Liability Company.

_____
(Signature of Notary taking acknowledgement)

Surety Acknowledgement

State of Connecticut
County of Hartford SS:

On this 20th day of July in the year 2026, before me personally come(s) Victoria P. Lyons, to me known, who, being by me duly sworn, deposes and says that same resides in Farmington, CT that same is **Attorney-in-Fact** of the Zurich American Insurance Company, the corporation described in and which executed the foregoing instrument; that same knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation and that same signed the name thereto by like order.

JESSICA L. PICCIRILLO
NOTARY PUBLIC
MY COMM EXP 6/30/2030
CONNECTICUT

Jessica L. Piccirillo
(Signature of Notary taking acknowledgement)
Jessica L. Piccirillo, **Notary Public**

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Thomas O. McClellan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Russell M. CANTERBURY, Jessica L. PICCIRILLO, Victoria P. LYONS, S. E. SUSANIN, Diane MORASKI, Megan B. DONOVAN, Amanda K. JOVINO of Farmington, Connecticut**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 05th day of March, A.D. 2026.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Thomas O. McClellan
Vice President

By: Daniel Lutes
Secretary

State of Maryland
County of Baltimore

On this 05th day of March, A.D. 2026, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Thomas O. McClellan, Vice President and Daniel Lutes, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

EXTRACT FROM BY-LAWS OF THE COMPANIES

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of July, 2026.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

ZURICH AMERICAN INSURANCE COMPANY
COMPARATIVE BALANCE SHEET
4 WORLD TRADE CENTER, 150 GREENWICH STREET, NEW YORK, NY 10007
As of December 31, 2025 and December 31, 2024

	12/31/2025	12/31/2024
Assets		
Bonds	$ 14,986,706,885	$ 14,585,320,733
Preferred Stock	8,649,220	-
Common Stock	2,445,688,980	2,318,962,357
Real Estate	1,168,052,895	1,203,299,515
Other Invested Assets	1,661,661,653	1,557,095,337
Derivatives	4,612,289	9,084,392
Short-term Investments	9,454,286	538,419
Receivable for securities	17,002,072	76,176,280
Cash and cash equivalents	159,190,433	442,486,445
Securities lending reinvested collateral assets	-	-
Employee Trust for Deferred Compensation Plan	205,678,117	172,754,053
Total Cash and Invested Assets	$ 20,666,696,830	$ 20,365,717,530
Premiums Receivable	$ 5,286,640,545	$ 6,819,954,449
Funds Held with Reinsurers	1,990,265	2,283,644
Reinsurance Recoverable	1,528,748,870	1,502,965,418
Accrued Investment Income	140,489,639	129,291,204
Federal Income Tax Recoverable	691,280,386	714,744,916
Due from Affiliates	143,622,939	132,941,409
Other Assets	1,838,325,885	707,816,920
Total Assets	$ 30,297,795,359	$ 30,375,715,489
Liabilities and Policyholders' Surplus		
Liabilities:		
Loss and LAE Reserves	$ 12,563,528,099	$ 12,234,708,389
Unearned Premium Reserve	5,112,734,102	4,915,163,970
Funds Held with Reinsurers	904,983,002	773,420,047
Loss In Course of Payment	807,368,672	1,483,026,238
Commission Reserve	214,473,503	213,774,361
Federal Income Tax Payable	-	-
Remittances and Items Unallocated	207,095,477	243,519,684
Payable to parent, subs and affiliates	446,424,027	388,489,825
Provision for Reinsurance	15,307,495	64,258,573
Ceded Reinsurance Premiums Payable	2,104,794,885	2,159,392,851
Securities Lending Collateral Liability	-	-
Other Liabilities	1,884,772,781	2,065,429,910
Total Liabilities	$ 24,261,482,043	$ 24,541,183,850
Policyholders' Surplus:		
Common Capital Stock	$ 5,000,000	$ 5,000,000
Paid-In and Contributed Surplus	4,393,616,489	4,393,615,052
Surplus Notes	-	-
Special Surplus Funds	3,316,518	3,993,000
Cumulative Unrealized Gain	34,754,104	38,342,087
Unassigned Surplus	1,599,626,205	1,393,581,502
Total Policyholders' Surplus	$ 6,036,313,316	$ 5,834,531,641
Total Liabilities and Policyholders' Surplus	$ 30,297,795,359	$ 30,375,715,490

I, LAURA J. LAZARCZYK, Corporate Secretary of ZURICH AMERICAN INSURANCE COMPANY do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2025, according to the best of my information, knowledge and belief.

Signed by: Laura J. Lazarczyk

Corporate Secretary

State of Illinois
County of Cook } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 11th day of March, 2026.

Notary public

OFFICIAL SEAL
GRACE IBETH HERRERA
Notary Public, State of Illinois
Commission No. 1018292
My Commission Expires
October 01, 2029

QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	D.A. Collins Construction Co., Inc.		
Corporate Office			
Name:	Aaron Tubbs	Phone number:	518-664-9855
Title:	Vice President	Email address:	DACestimating@dacollins.com
Business address of corporate office:	269 Ballard Road, Wilton, NY 12831		
Local Office Same as above.			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☑ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	June 1948	State in which Business was formed:	New York
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	Please see attached.	Affiliation:	
Address:			
Name of business:		Affiliation:	

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Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	David J. Collins	Title:	President
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$ No Limit
Name:	John J. Sheeran	Title:	Secretary/Treasurer/Vice President
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$ No Limit
Name:	Aaron Tubbs	Title:	Vice President
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$ No Limit
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	Not applicable.		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		

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☐ HUBZone Business (Historically Underutilized) Business			
☐ Other			
☒ None			

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Suzanne Dewey

Safety Certifications

Certification Name	Issuing Agency	Expiration
SMS Safety Management Specialist	BCSP Board of Certified Safety Professionals	06/30/2027
CHST Construction Health & Safety Technician	BCSP Board of Certified Safety Professionals	06/30/2029

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2025			2024			2023		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
D.A. Collins Construction Co., Inc.	0.61	0.57	349,017	0.73	2.62	305,758	0.61	1.74	345,301

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

*Full audited financial statements available upon request

Financial Institution:	Brown and Fitzgerald, PC	
Business address:	224 Old Loudon Road, Latham, NY 12110	
Date of Business's most recent financial statement:		☐ Attached
Date of Business's most recent audited financial statement:		☐ Attached
Financial indicators from the most recent financial statement		
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		2.07
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		1.79

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ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Zurich American Insurance Company / Fidelity and Deposit Company of Maryland		
Surety is a corporation organized and existing under the laws of the state of:	Illinois		
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☑ Yes ☐ No			
Mailing Address (principal place of business):	1299 Zurich Way, Schaumburg, IL 60196-1056		
Physical Address (principal place of business):	1299 Zurich Way, Schaumburg, IL 60196-1056		
Phone (main):	847-605-6000	Phone (claims):	800-626-4577

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

*Please see attached sample insurance certificate.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?		☑ Yes ☐ No	
Does provider have an A.M. Best Rating of A-VII or better?		☑ Yes ☐ No	
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

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ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	485
Estimate of revenue for the current year:	$285,000,000
Estimate of revenue for the previous year:	$265,000,000

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:	78	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				
Been released from a bid in the past 5 years? ☐ Yes ☒ No				
Been declared by a local, state, or federal agency to either have defaulted on a project or failed to complete any contract, or portion thereof, awarded to it? ☐ Yes ☒ No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No				
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No				
Made any claim(s) or demand(s) for payment over and above a contract value against any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				
Provide full details in a separate attachment if the response to any of these questions is Yes.				

8.03 List all projects currently under contract in Schedule A and provide indicated information. Please see attached.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction. Please see attached.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well. Please see attached.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02. Not applicable.

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B. Diverse Business Certifications if required by Paragraph 3.01. Not applicable.

C. Certification of Business's safety performance if required by Paragraph 4.02. Please see attached.

D. Financial statements as required by Paragraph 5.01. Please see attached.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03. Please see attached.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04. Please see attached.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05. Please see attached.

I. Additional items as pertinent.

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1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Company Name	Address
Kubricky Construction Corporation	238 Bay Road Queensbury, NY 12804
Pallette Stone Corporation	269 Ballard Road Wilton, NY 12831
Jointa Lime Company	269 Ballard Road Wilton, NY 12831
Jointa Galusha, LLC	269 Ballard Road Wilton, NY 12831
Salt City Constructors, LLC	145 Podpadic Road Richmondville, NY 12149
S.D. Ireland Kubricky Joint Venture, LLC	193 Industrial Avenue Williston, VT 05495
Kubricky-Jointa Lime, LLC	269 Ballard Road Wilton, NY 12831
C-Squared Constructors, LLC	269 Ballard Road Wilton, NY 12831
Infininty Aggregates, LLC	269 Ballard Road Wilton, NY 12831
Array Foundation Services, LLC	269 Ballard Road Wilton, NY 12831

30 Century Hill Drive, Suite 200
Latham, NY 12110
USA

518 869 3535
www.ajg.com

Gallagher

Insurance | Risk Management | Consulting

January 7, 2026

D.A. Collins Construction Company Inc.
269 Ballard Rd
Wilton, NY 12831

RE: Experience Modification History

As per your request, this letter is to detail your Workers' Compensation Experience Modification history.

Your factors are as follows:

- 01/01/2026 to 01/01/2027 – 0.46
- 01/01/2025 to 01/01/2026 – 0.61
- 01/01/2024 to 01/01/2025 – 0.73
- 01/01/2023 to 01/01/2024 – 0.61
- 01/01/2022 to 01/01/2023 – 0.73

Please contact me if you need any additional information.

Sincerely,

Heather Bearder

Heather M Bearder, CRIS
Client Service Supervisor

Sent via E-mail

Jason Morris, PE
City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12550

Arcadis of New York, Inc.
855 Route 146
Suite 210
Clifton Park
New York 12065
Phone: 518 250 7300
Fax: 518 371 2757
www.arcadis.com

Date: August 31, 2026
Our Ref: 30092420/30235543
Subject: Bid No. 6.26 1G – Combined Sewer Control Facility Project Bid Results and Recommendation

Dear Mr. Morris,

Arcadis of New York, Inc. (Arcadis) has reviewed the tabulated Bids received by the City of Newburgh (City) on August 6, 2026, for Bid No. 6.26 1G – Combined Sewer Control Facility. A total of three Bids were received. The tabulated Bid results are enclosed for your convenience. The apparent low Bidder is DA Collins Construction Co. Inc. of Wilton, New York with a bid of $44,592,140.00, inclusive of $1,250,000 in contingency allowance and $742,140.00 in estimated unit price work. After reviewing the Bids, it has been determined that the Bidders were generally responsive in accordance with the Instructions to Bidders, except for the following:

- PC Construction Co. LLC. did not provide State Contractor's License as required by Bid Form paragraph 2.01.E.

The project design was originally completed in May 2024, with the Engineer's Opinion of Probable Construction Costs (cost estimate) for the General Contract estimated $35.7M. Since that 100% design estimate was prepared, approximately two years have passed, during which material costs in the Mid-Hudson Valley have increased by an average of about 8.5%. In addition, the New York State Environmental Facilities Corporation (NYSEFC) is providing grant and financing for the project. As part of the funding package, the project is subject to Build America Buy America (BABA) requirements, which require that all iron, steel, manufactured products, and construction materials used in infrastructure projects are produced in the United States. These requirements have typically increased construction materials and equipment costs on similar infrastructure projects and likely contributed to higher costs for this project. Discussions with the apparent low bidder indicated that some of the material cost carried were conservative due to material uncertainty. During construction such material uncertainty may be addressed and could result in a decrease in the contract price during construction.

Based on the information presented herein, Arcadis recommends that the City consider awarding the general construction contract for Contract No. 6.26 1G to DA Collins Construction Co. Inc. in the amount of $44,592,140.00, inclusive of estimated unit price work.

If you have any further questions pertaining to this project, please do not hesitate to contact me at your earliest convenience so that we can be of further assistance.

Mr. Jason Morris
City of Newburgh
August 31, 2026

Sincerely,
Arcadis of New York, Inc.



A.J. Brooks, PE
Project Manager

Email: a.j.brooks@arcadis.com
Direct Line: 518 250 7374

CC. K. Kortright, Arcadis

Enclosures: Bid Opening Report

BID OPENING REPORT

Arcadis of New York, Inc.
646 Plank Road, Suite 100
Clifton Park, New York 12065

Project Name: Combined Sewer Control Facility
Location: City of Newburgh
Bid Opening Date and Time: Thursday, August 6, 2026 @ 11:00AM

Bid No. 6.26
Arcadis Project No. 30092420/30235543
Name of Contract 1G: General

Read Aloud By: Josiah Hinterberger
Recorded By: Katherine Schneider
Witnessed By: Robert VanVlack

Bid Results

Name of Bidder			SPC Construction Co. LLC		Carbro Constructors Corp.		DA Collins Construction Co. Inc.											
Date/Time Received			8/6/2026 10:37am		8/6/26 10:03am		8/6/26 10:42am											
Contract			1G		1G		1G											
Bid Item No.	**Qty.**	**Unit**																
Lump Sum Bid Items																		
Item No. 1 General Construction	1	LS	$41,708,000.00		$33,108,575.00		$34,200,000.00											
Item No. 2 Precast Post-Tensioned Conrete Chlorine Contact Tank General Construction	1	LS	$10,500,000.00		$11,300,000.00		$8,400,000.00											
Item No. 3 General Contingency Allowance	1	LS	$1,250,000.00		$1,250,000.00		$1,250,000.00											
Total of All Lump Sum Bid Items			$53,458,000.00		$45,658,575.00		$43,850,000.00											
Unit Price Bid Items			*Unit Price*	*Bid Price*	*Unit Price*	*Bid Price*	*Unit Price*	*Bid Price*	*Unit Price*	*Bid Price*	*Unit Price*	*Bid Price*	*Unit Price*	*Bid Price*	*Unit Price*	*Bid Price*	*Unit Price*	*Bid Price*
Item No. 4 Driving Steel H-Piles	3,500	LF	$300.00	$1,050,000.00	$500.00	$1,750,000.00	$140.00	$490,000.00										
Item No. 5 Steel H-Pile Splices	140	EA	$800.00	$112,000.00	$1,000.00	$140,000.00	$1.00	$140.00										
Item No. 6 Additional Test Pits	20	EA	$2,500.00	$50,000.00	$500.00	$10,000.00	$1,500.00	$30,000.00										
Item No. 7 Disposal of Contaminated Soil	400	TON	$130.00	$52,000.00	$100.00	$40,000.00	$300.00	$120,000.00										
Item No. 8 Disposal of Soil from CSX Railroad Property	280	TON	$260.00	$72,800.00	$100.00	$28,000.00	$350.00	$98,000.00										
Item No. 9 CSO Sign	1	EA	$5,200.00	$5,200.00	$6,000.00	$6,000.00	$4,000.00	$4,000.00										
Total of All Unit Price Bid Items				$1,342,000.00		$1,974,000.00		$742,140.00										
Total Bid Price				$54,800,000.00		$47,632,575.00		$44,592,140.00										
Total Bid as Written on Bid Form				$54,800,000.00		$47,632,575.00		$44,592,140.00										
Addenda Received				✓		✓		✓										
Bid Security				✓		✓		✓										
Qualification Statement				✓		✓		✓										
List of Subcontractors & Suppliers				✓		✓		✓										
Waiver of Immunity				✓		✓		✓										
Build America - Buy America Certification				✓		✓		✓										
American Iron & Steel Certification				✓		✓		✓										
Lobbying Certification				✓		✓		✓										
Iranian Energy Sector Divestment				✓		✓		✓										

RESOLUTION NO.: _____ - 2026

OF

SEPTEMBER 14, 2026

RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT WITH TM BRENNAN SERVICE, INC. FOR THE PLUMBING CONSTRUCTION OF THE NEWBURGH COMBINED SEWER CONTROL FACILITY IN AN AMOUNT NOT TO EXCEED $384,000.00

WHEREAS, by Resolution No. 219-2011 of October 24, 2011 and Resolution No. 303-2015 of November 23, 2015, the City Council approved an Order on Consent with the New York State Department of Environmental Conservation to resolve violations at the Wastewater Treatment Plant and for the development of the CSO Long Term Control Plan ("LTCP") and a Modification Order on Consent approving a Schedule of Compliance for LTCP Phase I through V; and

WHEREAS, by Resolution No. 189-2019 of August 12, 2019, the City Council approved an agreement with Arcadis of New York, Inc. ("Arcadis") for professional services to complete the planning and preliminary engineering for the LTCP Phase II, III, and IV projects including a basis of design report for the Newburgh Combined Sewer Control Facility Project (the "Project"); and

WHEREAS, by Resolution No. 269-2021 of November 22, 2021, the City Council approved an agreement with Arcadis for professional engineering services to complete the design and preparation of bid documents for the Project; and

WHEREAS, the City of Newburgh has duly advertised for bids for the plumbing construction contract for the Project, and one bid was received and opened and TM Brennan Service, Inc. is the low bidder; and

WHEREAS, funding for the Project shall be derived from financing through the New York State Environmental Facilities Corporation Project No. C3-7332-11-03, BIL grant funding in an amount not to exceed $17,766,000.00 and WIIA grant funding in an amount not to exceed $8,882,994.00;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that Bid No. 6.26 for the plumbing construction contract of the Newburgh Combined Sewer Control Facility be and it hereby is awarded to TM Brennan Service, Inc. in the amount of $384,000.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

Jason Morris
Interim City Manager

CITY OF NEWBURGH

FINANCE DEPARTMENT
Bureau of Purchase and Supply
83 Broadway, Newburgh, New York 12550
(845) 569-7320 • www.cityofnewburgh-ny.gov

Jason Morris, PE (CFO)
Director of Finance

Nancy Bloom
City Comptroller

Robert VanVlack
City Purchasing Agent

Solicitation #6.26
Invitation for Bid (IFB)
City of Newburgh Combined Sewer Control Facility Project
Bid Opening August 6, 2026 11:00 a.m.

Contract 1P Plumbing Construction

CONTRACTOR	BID
TM Brennan Service, Inc	$384,000.00

Robert Van Vlack – City Purchasing Agent

Combined Sewer Control Facility

CW SRF No. C3-7332-11-03

Bid No. 6.26

Project No. 30092420

Contract 1P – Plumbing Construction

City of Newburgh Comptroller's Office

City Hall

83 Broadway – 4th Floor

Newburgh, New York 12550

Sealed bid by TM Brennan Service, Inc, 3505 Route 94, Hamburg, NJ 07419 on Thursday August 6th 2026, at 11:00am prevailing time.

BID BOND (PENAL SUM FORM)

Bidder	**Surety**
Name: TM Brennan Service, Inc. Address *(principal place of business)*: 3505 Route 94 Hamburg, NJ 07419	Name: Selective Insurance Company of America Address *(principal place of business)*: 40 Wantage Avenue Branchville, NJ 07890
Owner Name: **City of Newburgh** Address *(principal place of business)*: **83 Broadway, Newburgh, New York 12550**	**Bid** Project *(name and location)*: **Combined Sewer Control Facility Project** **Bid No. XX.25** Contract 1P-Plumbing - Bid No. 6.26 City of Newburgh Bid Due Date: August 6, 2026 **[Enter date bid is due]**

Bond

Penal Sum: Five Percent (5%) of Amount of Bid

Date of Bond: August 6, 2026

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
TM Brennan Service, Inc. *(Full formal name of Bidder)*	Selective Insurance Company of America *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: Thomas M. Brennan Jr *(Printed or typed)*	Name: Scott R. Kuzmic *(Printed or typed)*
Title: President	Title: Attorney-in-Fact
Attest: _____ *(Signature)*	Witness/ Attest: _____ *(Signature)*
Name: Nicholas A. Fontana *(Printed or typed)*	Name: Cathy Case *(Printed or typed)*
Title: Notary Public	Title: Witness as to Surety

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

NICHOLAS FONTANA
Notary Public, State of New Jersey
Comm. # 50211842
My Commission Expires 07/11/2028

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   3.2. All Bids are rejected by Owner, or
   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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Principal Acknowledgement

STATE OF New Jersey

SS:

COUNTY OF Sussex

On this 6th day of August, in the year 2026, before me personally comes Thomas M. Brennan Jr, to me known; who, being by me duly sworn, deposes and says that he/she resides in the City of Highland Lakes, that he/she is the President of the **TM Brennan Service, Inc.** the Corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said Corporation; that the seal affixed to the said instrument is such Corporate seal, that it was so affixed by the order of the Board of Directors of said Corporation, and that he/she signed his/her name thereto by like order.

Nicholas A. Fontana

Nicholas A. Fontana, *Notary Public*

NICHOLAS FONTANA
Notary Public, State of New Jersey
Comm. # 50211842
My Commission Expires 07/11/2028

Surety Acknowledgement

STATE OF NEW JERSEY

SS:

COUNTY OF MONMOUTH

On this 6th day of August, in the year 2026, before me personally comes Scott R. Kuzmic, to me known; who, being by me duly sworn, deposes and says that he/she resides in the City of Point Pleasant Beach, NJ, that he/she is the Attorney-in-Fact of the Selective Insurance Company of America the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said Corporation; that the seal affixed to the said instrument is such Corporate seal, that it was so affixed by the order of the Board of Directors of said Corporation, and that he/she signed his/her name thereto by like order.

Kelly M. Byrne

Kelly M. Byrne, Notary Public

KELLY M BYRNE
Notary Public, State of New Jersey
My Commission Expires 8/22/2027

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

STATEMENT OF FINANCIAL CONDITION

I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2025:

ADMITTED ASSETS (in thousands)		LIABILITIES AND SURPLUS (in thousands)	
Bonds	$2,670,522	Reserve for losses and loss expenses	$2,022,427
Preferred stocks at convention value	16,554	Reserve for unearned premiums	793,340
Common stocks at convention values	217,779	Provision for unauthorized reinsurance	1,706
Subsidiary common stock at convention values	0	Commissions payable and contingent commissions	56,183
Short-term investments	318,233	Other accrued expenses	35,419
Mortgage loans on real estate (including collateral loans)	152,466	Other liabilities	615,717
Other invested assets	259,759	Total liabilities	3,524,792
Interest and dividends due or accrued	24,112		
Premiums receivable	756,049	Surplus as regards policyholders	1,184,957
Other admitted assets	294,274	Total liabilities and surplus as regards policyholders	4,709,749
Total admitted assets	4,709,749		

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

> The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA this 25th day of February, 2026.

Michael H. Lanza
SICA Corporate Secretary

STATE OF NEW JERSEY :
:ss. Branchville
COUNTY OF SUSSEX :

On this 27th day of Feb 2026, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.

Christine Marie Lawson
Notary Public
My Commission Expires:

CHRISTINE MARIE LAWSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2029
COMMISSION: #2312839

CHRISTINE MARIE LAWSON NOTARY PUBLIC NEW JERSEY

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

> The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint: **LYNN M. WHEELOCK, SCOTT R. KUZMIC, ERIC J. FOLLMAN, SR., FERNANDA L. DEPAOLANTONIO,**

its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character, including but not limited to Proposal Bonds, Letters of Surety, and Consents of Surety, issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **NO LIMITATIONS**

This certifies that this Power of Attorney is in full force and effect as of the date of said fidelity and surety bonds or undertakings and other documents of a similar character, including but not limited to Proposal Bonds, Letters of Surety, and Consents of Surety.

Signed this **28TH** day of **MAY, 2026**

SELECTIVE INSURANCE COMPANY OF AMERICA

By: _____
Jeffrey F. Kamrowski
Executive Vice President

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

CERTIFIED COPY

STATE OF NEW JERSEY :
:ss. Branchville
COUNTY OF SUSSEX :

On this **28TH** day of **MAY, 2026** before me, the undersigned officer, personally appeared Jeffrey F. Kamrowski, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Executive Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Executive Vice President and that the same was his free act and deed and the free act and deed of SICA.

LINDA G. MROZINSKI
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAY 16, 2028

_____
Notary Public

LINDA G. MROZINSKI NOTARY PUBLIC NEW JERSEY

The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are still in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 6th day of August, 2026.

_____
Michael H. Lanza, SICA Corporate Secretary

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

State of New York

DEPARTMENT OF FINANCIAL SERVICES

WHEREAS IT APPEARS THAT

Selective Insurance Company of America

Home Office Address Branchville, New Jersey

Organized under the Laws of New Jersey

has complied with the necessary requirements of or pursuant to law, it is hereby

licensed to do within this State the business of

accident and health, fire, miscellaneous property, water damage, burglary and theft, glass, boiler and machinery, elevator, animal, collision, personal injury liability, property damage liability, workers' compensation and employers' liability, fidelity and surety, credit, motor vehicle and aircraft physical damage, marine and inland marine, marine protection and indemnity , gap and legal services insurance, as specified in paragraph(s) 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 26(A)(B)(C)(D) and 29 of Section 1113(a) of the New York Insurance Law and also such workers' compensation insurance as may be incident to coverages contemplated under paragraphs 20 and 21 of Section 1113(a), including insurances described in the Longshoremen's and Harbor Workers' Compensation Act (Public Law No. 803, 69 Cong. as amended; 33 USC Section 901 et seq. as amended) to the extent permitted by the certified copy of its charter document on file in this Department until July 1, 2027.



In Witness Whereof, I have hereunto set my hand
and affixed the official seal of this Department
at the City of Albany, New York, this
1st day of July, 2026

Kaitlin Asrow
Acting Superintendent

By

Rawle Lewis
Special Deputy Superintendent

Original on Watermarked Paper

City of Newburgh
Newburgh, New York
Combined Sewer Control Facility Project
BID NO. 6.26 – 1P

BID FORM

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

CITY OF NEWBURGH COMPTROLLER
City of Newburgh
83 Broadway
Fourth Floor
Newburgh, New York 12250

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;
B. List of Proposed Subcontractors;
C. List of Proposed Suppliers;
D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
F. Affidavit of Non-Collusion;
G. Required Bidder Qualification Statement with supporting data; and
H. Waiver of Immunity / Non-Collusive Bidding Certification.
I. Affidavit of Workers' Compensation.
J. Iranian Energy Sector Divestment Form.
K. Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
L. Buy American Build American Contractor Certification
M. American Iron and Steel Contractor Certification

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ARTICLE 3—BASIS OF BID—LUMP SUM BID

3.01 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:

1. Lump Sum Price (Single Lump Sum)

Item No. 1	Lump Sum Bid Price	$ 334,000.00

B. All specified contingency allowance(s) are included in the price(s) set forth below.

Item No. 2	Lump Sum Contingency Allowance	$50,000.00

Total Bid Price (Total of all Lump Sums)	$384,000.00

ARTICLE 4—BASIS OF BID—COST-PLUS FEE (NOT USED)

ARTICLE 5—PRICE-PLUS-TIME BID (NOT USED)

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

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7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda

Addendum Number	Addendum Date
001	6/16/26
002	6/30/26
003	7/15/26
004	7/16/26
005	7/28/26
Communication 1	6/16/26

Communication 2 dated 6/30/26
Communication 3 dated 7/15/26
Communication 4 dated 7/15/26

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

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8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

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BIDDER hereby submits this Bid as set forth above:

Bidder: TM Brennan Service Inc
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Thomas M Brennan Jr
(typed or printed)

Title: President
(typed or printed)

Date: 8/6/26
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign. Attached

Attest: _____
(individual's signature)

Name: Mark Lubliner
(typed or printed)

Title: Notary Public
(typed or printed)

Date: 8/6/26
(typed or printed)

MARK S LUBLINER
Notary Public, State of New Jersey
Comm. # 50240719
My Commission Expires 12/30/2030

Address for giving notices: 3505 NJ-94, Hamburg, NJ 07419

Bidder's Contact:

Name: Jennifer Lubliner
(typed or printed)

Title: Project Manager
(typed or printed)

Phone: 973-500-2501

Email: Jen@tmbrennaninc.com tmbservice@tmbrennaninc.com

Address: 3505 NJ-94, Hamburg, NJ 07419

Bidder's Contractor License No.: (if applicable) 19HC00080500

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BID BOND (PENAL SUM FORM)

ATTACHED

Bidder Name: Address *(principal place of business)*:	**Surety** Name: Address *(principal place of business)*:
Owner Name: **City of Newburgh** Address *(principal place of business)*: **83 Broadway, Newburgh, New York 12550**	**Bid** Project *(name and location)*: **Combined Sewer Control Facility** **Bid No. XX.25** Bid Due Date: **[Enter date bid is due]**
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ *(Full formal name of Bidder)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title:	Title:
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
    3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
    3.2. All Bids are rejected by Owner, or
    3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	TM Brennan Service Inc		
Corporate Office 3505 NJ-94, Hamburg, NJ 07419			
Name:	Thomas M Brennan Jr	Phone number:	973-500-2501
Title:	President	Email address:	Jen@tmbrennaninc.com tmbservice@tmbrennaninc.com
Business address of corporate office:	3505 NJ-94, Hamburg, NJ 07419		
Local Office 3505 NJ-94, Hamburg, NJ 07419			
Name:	Thomas M Brennan Jr	Phone number:	973-500-2501
Title:	President	Email address:	Jen@tmbrennaninc.com tmbservice@tmbrennaninc.com
Business address of local office:	3505 NJ-94, Hamburg, NJ 07419		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☑ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	8/15/2014	State in which Business was formed:	New Jersey
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	

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Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Thomas M Brennan Jr	Title:	President
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$ Unlimited
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	Master HVACR Contractor License		
Licensing Agency:	State of New Jersey Division of Consumer Affairs		
License No:	19HC00081500	Expiration Date:	06/30/2028
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☑ Small Business Enterprise	DASNY	10/11/23
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		

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☐ HUBZone Business (Historically Underutilized) Business			
☐ Other			
☐ None			

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Luke Stawowy	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
OSHA	OSHA	n/a
EPA	Environmental Protection Agency	n/a

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
TM Brennan Service	.970	0	8000	.970	0	8000	.970	0	8000

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	Valley National Bank		
Business address:	538 Route 515 Vernon, NJ 07462		
Date of Business's most recent financial statement:		Dec. 31st 2025	☐ Attached
Date of Business's most recent audited financial statement:			☐ Attached
Financial indicators from the most recent financial statement			
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)			4.89
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			4.27

Will furnish if requested upon award

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ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	The Hilb Group of New Jersey		
Surety is a corporation organized and existing under the laws of the state of:	New Jersey		
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☑ Yes ☐ No			
Mailing Address (principal place of business):	2380 Route 9 Suite 10 Howell, New Jersey 07731		
Physical Address (principal place of business):	2380 Route 9 Suite 10 Howell, New Jersey 07731		
Phone (main):	973-744-8500 Ext 5316	Phone (claims):	973-232-1412

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider	Type of Policy (Coverage Provided)		
Selective Insurance	Commercial GL, Automobile Liability, Umbrella Liability, Workers Co		
Are providers licensed or authorized to issue policies in the Project location?	☑ Yes ☐ No		
Does provider have an A.M. Best Rating of A-VII or better?	☑ Yes ☐ No		
Mailing Address (principal place of business):	40 Wantage Ave, Branchville, NJ 07890		
Physical Address (principal place of business):	40 Wantage Ave, Branchville, NJ 07890		
Phone (main):	973-948-3000	Phone (claims):	1-866-455-9969

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ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	10
Estimate of revenue for the current year:	$5,000,000.00
Estimate of revenue for the previous year:	$3,500,000.00

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 10+				
As a general contractor:	10+	As a joint venturer:	n/a	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				
Been released from a bid in the past 5 years? ☐ Yes ☑ No				
Been declared by a local, state, or federal agency to either have defaulted on a project or failed to complete any contract, or portion thereof, awarded to it? ☐ Yes ☑ No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No				
Been a party to any currently pending litigation or arbitration? ☐ Yes ☑ No				
Made any claim(s) or demand(s) for payment over and above a contract value against any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				
Provide full details in a separate attachment if the response to any of these questions is Yes.				

8.03 List all projects currently under contract in Schedule A and provide indicated information. Attached

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction. Attached

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well. Attached

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications: Attached

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

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B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

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This Statement of Qualifications is offered by:

Business: TM Brennan Service Inc
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Thomas M Brennan Jr
(typed or printed)

Title: President
(typed or printed)

Date: 8/6/26
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.) Attached

Attest: _____
(individual's signature)

Name: Mark Lubliner
(typed or printed)

Title: Notary Public
(typed or printed)

MARK S LUBLINER
Notary Public, State of New Jersey
Comm. # 50240719
My Commission Expires 12/30/2030

Address for giving notices: 3505 NJ-94, Hamburg, NJ 07419

Designated Representative:

Name: Jennifer Lubliner
(typed or printed)

Title: Project Manager
(typed or printed)

Address: 3505 NJ-94, Hamburg, NJ 07419

Phone: 973-500-2501

Email: Jen@tmbrennaninc.com tmbservice@tmbrennaninc.com

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Sent via E-mail

Jason Morris, PE
City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12550

Arcadis of New York, Inc.
855 Route 146
Suite 210
Clifton Park
New York 12065
Phone: 518 250 7300
Fax: 518 371 2757
www.arcadis.com

Date: August 31, 2026
Our Ref: 30092420/30235543
Subject: Bid No. 6.26 1P – Combined Sewer Control Facility Project Bid Results and Recommendation

Dear Mr. Morris,

Arcadis of New York, Inc. (Arcadis) has reviewed the tabulated Bids received by the City of Newburgh (City) on August 6, 2026, for Bid No. 6.26 1P – Combined Sewer Control Facility. A total of one Bid was received. The tabulated Bid results are enclosed for your convenience. The apparent low Bidder is TM Brennan Service Inc. of Hamburg, New Jersey with a bid of $384,000.00, inclusive of $50,000 in contingency allowance. After reviewing this Bid, Arcadis has determined the apparent low bidder to be responsive in accordance with the Instructions to Bidders.

Arcadis' Opinion of Probable Construction Cost estimated the 2024 Plumbing Contract at approximately $402,000; therefore, the apparent low bid is consistent with the anticipated project costs. Therefore, Arcadis recommends that the City consider awarding the plumbing construction contract for Contract No. 6.26 1P to TM Brennan Service Inc. in the amount of $384,000.00.

If you have any further questions pertaining to this project, please do not hesitate to contact me at your earliest convenience so that we can be of further assistance.

Sincerely,
Arcadis of New York, Inc.

A.J. Brooks, PE
Project Manager

Email: a.j.brooks@arcadis.com
Direct Line: 518 250 7374

CC. K. Kortright, Arcadis

Enclosures:* Bid Opening Report

BID OPENING REPORT

Arcadis of New York, Inc.
646 Plank Road, Suite 100
Clifton Park, New York 12065

Project Name: Combined Sewer Control Facility
Location: City of Newburgh
Bid Opening Date and Time: Thursday, August 6, 2026 @ 11:00AM

Bid No. 6.26
Arcadis Project No. 30092420/30235543
Name of Contract 1P: Plumbing

Read Aloud By: Josiah Hinterberger
Recorded By: Katherine Schneider
Witnessed By: Robert VanVlack

Bid Results

Name of Bidder			**TM Brennan Service Inc.**						
Date/Time Received			8/6/26 10:43am						
Contract			1P						
Bid Item No.	**Qty.**	**Unit**							
Lump Sum Bid Items									
Item No. 1 General Construction	1	LS	$334,000.00						
Item No. 2 General Contingency Allowance	1	LS	$50,000.00						
Total of All Unit Price Bid Items									
Total Bid Price			$384,000.00						
Total Bid as Written on Bid Form			$384,000.00						
Addenda Received			✓						
Bid Security			✓						
Qualification Statement			✓						
List of Subcontractors & Suppliers			✓						
Waiver of Immunity			✓						
Build America - Buy America Certification			✓						
American Iron & Steel Certification			✓						
Lobbying Certification			✓						
Iranian Energy Sector Divestment			✓						

RESOLUTION NO.: _____ - 2026

OF

SEPTEMBER 14, 2026

RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT WITH DJ HEATING & AIR CONDITIONING, INC. FOR THE HVAC CONSTRUCTION OF THE NEWBURGH COMBINED SEWER CONTROL FACILITY IN AN AMOUNT NOT TO EXCEED $566,700.00

WHEREAS, by Resolution No. 219-2011 of October 24, 2011 and Resolution No. 303-2015 of November 23, 2015, the City Council approved an Order on Consent with the New York State Department of Environmental Conservation to resolve violations at the Wastewater Treatment Plant and for the development of the CSO Long Term Control Plan ("LTCP") and a Modification Order on Consent approving a Schedule of Compliance for LTCP Phase I through V; and

WHEREAS, by Resolution No. 189-2019 of August 12, 2019, the City Council approved an agreement with Arcadis of New York, Inc. ("Arcadis") for professional services to complete the planning and preliminary engineering for the LTCP Phase II, III, and IV projects including a basis of design report for the Newburgh Combined Sewer Control Facility Project (the "Project"); and

WHEREAS, by Resolution No. 269-2021 of November 22, 2021, the City Council approved an agreement with Arcadis for professional engineering services to complete the design and preparation of bid documents for the Project; and

WHEREAS, the City of Newburgh has duly advertised for bids for the plumbing construction contract for the Project, and three bids were received and opened and DJ Heating & Air Conditioning, Inc. is the low bidder; and

WHEREAS, funding for the Project shall be derived from financing through the New York State Environmental Facilities Corporation Project No. C3-7332-11-03, BIL grant funding in an amount not to exceed $17,766,000.00 and WIIA grant funding in an amount not to exceed $8,882,994.00;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that Bid No. 6.26 for the HVAC construction contract of the Newburgh Combined Sewer Control Facility be and it hereby is awarded to DJ Heating & Air Conditioning, Inc. in the amount of $566,700.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

Jason Morris
Interim City Manager

CITY OF NEWBURGH

FINANCE DEPARTMENT

Bureau of Purchase and Supply
83 Broadway, Newburgh, New York 12550
(845) 569-7320 • www.cityofnewburgh-ny.gov

Jason Morris, PE (CFO)
Director of Finance

Nancy Bloom
City Comptroller

Robert VanVlack
City Purchasing Agent

Solicitation #6.26
Invitation for Bid (IFB)
City of Newburgh Combined Sewer Control Facility Project
Bid Opening August 6, 2026 11:00 a.m.

Contract 1H HVAC Construction

CONTRACTOR	BID
DJ Heating & Air Conditioning, Inc.	$566,700.00
TM Brennan Service, Inc	$787,000.00
S&O Construction Services, Inc.	$733,450.00

Robert Van Vlack – City Purchasing Agent

City of Newburgh
Newburgh, New York
Combined Sewer Control Facility Project
BID NO. 6.26 – 1H

BID FORM

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

CITY OF NEWBURGH COMPTROLLER
City of Newburgh
83 Broadway
Fourth Floor
Newburgh, New York 12250

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;
B. List of Proposed Subcontractors;
C. List of Proposed Suppliers;
D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
F. Affidavit of Non-Collusion;
G. Required Bidder Qualification Statement with supporting data; and
H. Waiver of Immunity / Non-Collusive Bidding Certification.
I. Affidavit of Workers' Compensation.
J. Iranian Energy Sector Divestment Form.
K. Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
L. Buy American Build American Contractor Certification
M. American Iron and Steel Contractor Certification

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ARTICLE 3—BASIS OF BID—LUMP SUM BID

3.01 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:

1. Lump Sum Price (Single Lump Sum)

Item No. 1	Lump Sum Bid Price	$ **516,700.00**

B. All specified contingency allowance(s) are included in the price(s) set forth below.

Item No. 2	Lump Sum Contingency Allowance	$50,000.00

Total Bid Price (Total of all Lump Sums)	$ **566,700.00**

ARTICLE 4—BASIS OF BID—COST-PLUS FEE (NOT USED)

ARTICLE 5—PRICE-PLUS-TIME BID (NOT USED)

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

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7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda

Addendum Number	Addendum Date
1	June 16, 2026
2	June 29, 2026
3	July 15, 2026
4	July 16, 2026
5	July 28, 2026

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

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8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

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BIDDER hereby submits this Bid as set forth above:

Bidder:

DJ Heating & Air Conditioning, Inc.
(typed or printed name of organization)

By: 
(individual's signature)

Name: John Nolterieke
(typed or printed)

Title: President
(typed or printed)

Date: August 6, 2026
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: 
(individual's signature)

Name: David Corts
(typed or printed)

Title: Vice President
(typed or printed)

Date: August 6, 2026
(typed or printed)

Address for giving notices:
1409 Route 9W
Marlboro, NY 12542

Bidder's Contact:

Name: Vinny Pomarico
(typed or printed)

Title: Chief Estimator
(typed or printed)

Phone: (845) 236-4436

Email: cad@djhvac.com

Address:
1409 Route 9W
Marlboro, NY 12542

Bidder's Contractor License No.: (if applicable)

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BID BOND (PENAL SUM FORM)

Bidder	**Surety**
Name: DJ Heating & Air Conditioning, Inc. Address *(principal place of business)*: 1409 Route 9W Malboro, NY 12542	Name: Swiss Re Corporate Solutions America Insurance Corporation Address *(principal place of business)*: 1200 MAIN ST. SUITE 800, KANSAS CITY, MO 64105 - 2478
Owner	**Bid**
Name: **City of Newburgh** Address *(principal place of business)*: **83 Broadway, Newburgh, New York 12550**	Project *(name and location)*: **Combined Sewer Control Facility** **Bid No. ~~XX.25~~** 6.26 2 Renwick Street Newburgh, NY 12550 Bid Due Date: July 23, 2026 **[Enter date bid is due]**

Bond

Penal Sum: Five Percent of Amount Bid (5% of Bid)

Date of Bond: July 23, 2026

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
DJ Heating & Air Conditioning, Inc. *(Full formal name of Bidder)*	Swiss Re Corporate Solutions America Insurance Corporation *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: John Nolterieke *(Printed or typed)*	Name: Christopher Greene *(Printed or typed)*
Title: President	Title: Attorney-In-Fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: Eleanor Pelc *(Printed or typed)*	Name: Ryan Brunet *(Printed or typed)*
Title: Witness	Title: Witness

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   3.2. All Bids are rejected by Owner, or
   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERALPOWEROF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JEFFREY P. DELDIN, DIANA TOLEDO, CHRISTOPHER GREENE, PAUL SIMEON, DREW SIMEON and REGAN GUGLIELMO

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY MILLION ($125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION CORPORATE SEAL 1973 MISSOURI

SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION CORPORATE SEAL MISSOURI

By _____
David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By _____
Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 28TH day of MARCH, 20 25

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

State of Illinois
County of Cook ss

On this 28TH day of MARCH, 20 25, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SPCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

Karen M Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 23rd day of July, 2026

OFFICIAL SEAL
KAREN M SZWEDA
Notary Public, State of Illinois
Commission No 978628
My Commission Expires September 26, 2027

Jeffrey Goldberg Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

Swiss Re
Corporate Solutions
SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION

1450 American Lane, Suite 1000, SCHAUMBURG, ILLINOIS 60173
800/338-0753

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION
A Missouri Corporation

BALANCE SHEET AS OF DECEMBER 31, 2024
(Statutory Basis)

Valuation of securities on National Association of Insurance Commissioner Basis

ASSETS		LIABILITIES	
Cash	940,032,893	Reserve for Unearned Premiums	278,166,502
Bonds	1,535,250,095	Reserve for Losses and Loss Adjustment Expenses	924,477,889
Common Stock	268,276,053	Funds Withheld	251,164,955
Other Invested Assets	0	Taxes and Other Liabilities	1,014,703,182
Other Admitted Assets	933,513,489	Surplus	1,208,560,002
TOTAL ADMITTED ASSETS	3,677,072,530	**TOTAL LIABILITIES & POLICYHOLDERS' SURPLUS**	3,677,072,530

The undersigned, being duly sworn, says: That he is the Senior Vice President of Swiss Re Corporate Solutions America Insurance Corporation, Kansas City, Missouri that said company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Missouri and authorized to do business in the State of New York and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved; July 1947 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true and correct statement of the financial condition of the said Company on the 31st day of December 2024

David Satory, Senior Vice President
Swiss Re Corporate Solutions America Insurance Corporation

Subscribed and sworn before me,
this 7th day of March 2025.

OFFICIAL SEAL
KAREN M SZWEDA
Notary Public, State of Illinois
Commission No 978628
My Commission Expires September 26 2027

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL:

STATE OF New York

COUNTY OF Ulster

On this 23rd day of July, 2026 before me personally appeared John Notterieke, known to, me to be the President of DJ Heating + Air Conditioning, Inc. the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

(SEAL)

Notary Public in the State of New York
County of Ulster

COURTNEY ROSE DEHN
Notary Public, State of New York
Registration NO. 01DE6282438
Qualified in Ulster County
My Commission Expires May 28, 29

ACKNOWLEDGMENT OF SURETY:

STATE OF New York

COUNTY OF Putnam

On this 23rd day of July, 2026 before me personally appeared Christopher Greene, known to, me to be the Attorney-In-Fact of Swiss Re Corporate Solutions America Insurance Corporation, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

(SEAL)

Raegan A. Guglielmo
Notary Public in the State of New York
County of Putnam

RAEGAN A. GUGLIELMO
Notary Public, State of New York
No. 01GU62707380
Qualified in Putnam County
Term Expires 6/15/29

QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	DJ Heating & Air Conditioning, Inc.		
Corporate Office			
Name:	John Nolterieke	Phone number:	(845)236-4436
Title:	President	Email address:	cad@djhvac.com
Business address of corporate office:	1409 Route 9W Marlboro, NY 12542		
Local Office	Same		
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☒ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	1972	State in which Business was formed:	New York
Is this Business authorized to operate in the Project location?	☒ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business: N/A

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	

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Address:			
Name of business:	N/A	Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	John Nolterieke	Title:	President
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ unlimited
Name:	David Corts	Title:	Vice President
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ unlimited
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS N/A

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		

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☐ HUBZone Business (Historically Underutilized) Business			
☐ Other			
☐ None			

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	John Nolterieke or David Corts	
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	26-27			25-26			24-25		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
	.89	0		.88	0		.94	0	

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement. Will provide upon low bid/award

Financial Institution:		
Business address:		
Date of Business's most recent financial statement:		☐ Attached
Date of Business's most recent audited financial statement:		☐ Attached
Financial indicators from the most recent financial statement		
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		

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ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	World Insurance Associates LLC		
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No			
Mailing Address (principal place of business):	616 Clocktower Commons Brewster , NY 10509		
Physical Address (principal place of business):	Same		
Phone (main):		Phone (claims):	

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
William A Smith & Son, Inc. 380 Broadway Newburgh, NY 12550			
Are providers licensed or authorized to issue policies in the Project location?	☒ Yes ☐ No		
Does provider have an A.M. Best Rating of A-VII or better?	☒ Yes ☐ No		
Mailing Address (principal place of business):	~~William A Smith & Son, Inc.~~ 380 Broadway Newburgh, NY 12550		
Physical Address (principal place of business):	Same		
Phone (main):	845-561-1706	Phone (claims):	

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ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	32
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: see attached DJ HVAC packet				
As a general contractor:	X	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				
Been released from a bid in the past 5 years? ☐ Yes ☒ No				
Been declared by a local, state, or federal agency to either have defaulted on a project or failed to complete any contract, or portion thereof, awarded to it? ☐ Yes ☒ No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No				
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No				
Made any claim(s) or demand(s) for payment over and above a contract value against any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				
Provide full details in a separate attachment if the response to any of these questions is Yes.				

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

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B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

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This Statement of Qualifications is offered by:

Business: DJ Heating & Air Conditioning, Inc.
(typed or printed name of organization)

By: 
(individual's signature)

Name: John Nolterieke
(typed or printed)

Title: President
(typed or printed)

Date: August 6, 2026
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(individual's signature)

Name: David Corts
(typed or printed)

Title: Vice President
(typed or printed)

Address for giving notices:
1409 Route 9W
Marlboro, NY 12542

Designated Representative:

Name: Vinny Pomarico
(typed or printed)

Title: Chief Estimator
(typed or printed)

Address:
1409 Route 9W
Marlboro, NY 12542

Phone: (845)236-4436

Email: cad@djhvac.com

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D. J. Heating & Air Conditioning, Inc.

1409 Route 9W – Marlboro, NY 12542

845-236-4436

CERTIFIED COPY OF RESOLUTION OF

OF BOARD OF DIRECTORS OF

D. J. HEATING & AIR CONDITIONING, INC.

Resolved that John Nolterieke, President of D. J. Heating & Air Conditioning, Inc., is authorized to sign on behalf of this corporation, for the City of Newburgh Combined Sewer Control Facility. The foregoing is true and correct copy of the resolution adopted by D. J. Heating & Air Conditioning, Inc. at a meeting of its Board of Directors held on the _6th__day of _August___2026.

By: _____
David Corts, Vice-President/Secretary

(SEAL)

Subscribed and sworn to before me this

_6th____ Day of ____August____, 2026

_____
Notary

COURTNEY ROSE DEHN
Notary Public, State of New York
Registration NO. 01DE6282438
Qualified in Ulster County
My Commission Expires May 28, 20

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Sent via E-mail

Jason Morris, PE
City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12550

Arcadis of New York, Inc.
855 Route 146
Suite 210
Clifton Park
New York 12065
Phone: 518 250 7300
Fax: 518 371 2757
www.arcadis.com

Date: August 31, 2026
Our Ref: 30092420/30235543
Subject: Bid No. 6.26 1H – Combined Sewer Control Facility Project Bid Results and Recommendation

Dear Mr. Morris,

Arcadis of New York, Inc. (Arcadis) has reviewed the tabulated Bids received by the City of Newburgh (City) on August 6, 2026, for Bid No. 6.26 1H – Combined Sewer Control Facility. A total of three Bids were received. The tabulated Bid results are enclosed for your convenience. The apparent low Bidder is DJ Heating & Air Conditioning Inc. of Marlboro, New York with a bid of $566,700.00, inclusive of $50,000 in contingency allowance. After reviewing the Bids, it has been determined that the Bidders were generally responsive in accordance with the Instructions to Bidders, except for the following:

- TM Brennan Service Inc. did not include List of Proposed Subcontractors or List of Proposed Suppliers, as required by the Bid Form paragraph 2.01.
- S & O Construction Services Inc. Bid Bond was signed but not attested, and the Bid did not include evidence of authority to do business in New York as required by the Bid Form paragraph 2.01.

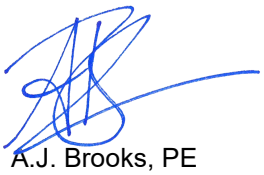
Arcadis' Opinion of Probable Construction Cost estimated the HVAC Contract at approximately $524,000 in 2024. Since the cost estimate was prepared, approximately two years have passed, during which material costs in the Mid-Hudson Valley have increased by an average of about 8.5%. In addition, the New York State Environmental Facilities Corporation (NYSEFC) is providing grant and financing for the project. As part of the funding package, the project is subject to Build America Buy America (BABA) requirements, which require that all iron, steel, manufactured products, and construction materials used in infrastructure projects are produced in the United States. These requirements have typically increased construction materials and equipment costs on similar infrastructure projects and likely contributed to higher costs for this project.

Given that bid price of the apparent low bidder is approximately 8.2% higher than Arcadis' 2024 cost estimate, Arcadis finds this bid price to be reasonable. Therefore, based on the information presented herein, Arcadis recommends that the City consider awarding the HVAC construction contract for Contract No. 6.26 1H to DJ Heating & Air Conditioning Inc. in the amount of $566,700.00.

Mr. Jason Morris
City of Newburgh
August 31, 2026

If you have any further questions pertaining to this project, please do not hesitate to contact me at your earliest convenience so that we can be of further assistance.

Sincerely,
Arcadis of New York, Inc.



A.J. Brooks, PE
Project Manager

Email: a.j.brooks@arcadis.com
Direct Line: 518 250 7374

CC. K. Kortright, Arcadis

Enclosures: Bid Opening Report

BID OPENING REPORT

Arcadis of New York, Inc.
646 Plank Road, Suite 100
Clifton Park, New York 12065

Project Name: Combined Sewer Control Facility
Location: City of Newburgh
Bid Opening Date and Time: Thursday, August 6, 2026 @ 11:00AM

Bid No. 6.26
Arcadis Project No. 30092420/30235543
Name of Contract 1H: HVAC

Read Aloud By: Josiah Hinterberger
Recorded By: Katherine Schneider
Witnessed By: Robert VanVlack

Bid Results

Name of Bidder			DJ Heating & Air Conditioning Inc.	TM Brennan Service Inc.	S & O Construction Services Inc.					
Date/Time Received			8/6/26 10:48am	8/6/26 10:43am	8/6/26 9:45am					
Contract			1H	1H	1H					
Bid Item No.	**Qty.**	**Unit**								
Lump Sum Bid Items										
Item No. 1 General Construction	1	LS	$516,700.00	$737,000.00	$683,450.00					
Item No. 2 General Contingency Allowance	1	LS	$50,000.00	$50,000.00	$50,000.00					
Total Bid Price			$566,700.00	$787,000.00	$733,450.00					
Total Bid as Written on Bid Form			$566,700.00	$787,000.00	$733,450.00					
Addenda Received			✓	✓	✓					
Bid Security			✓	✓	✓					
Qualification Statement			✓	✓	✓					
List of Subcontractors & Suppliers			✓		✓					
Waiver of Immunity			✓	✓	✓					
Build America - Buy America Certification			✓	✓	✓					
American Iron & Steel Certification			✓	✓	✓					
Lobbying Certification			✓	✓	✓					
Iranian Energy Sector Divestment			✓	✓	✓					

EXTRACT OF MINUTES

Meeting of the City Council of the

City of Newburgh, in the

County of Orange, New York

September 14, 2026

* * *

A regular meeting of the City Council of the City of Newburgh, in the County of Orange, New York, was held at the City Hall, Newburgh, New York, on September 14, 2026, at 7:00 o'clock P.M. (Prevailing Time).

There were present: Hon. Torrance Harvey, Mayor; and

Councilpersons:

There were absent:

Also present: Katrina Cotten, City Clerk

* * *

_____ offered the following resolution and moved its adoption:

RESOLUTION NO. ___ - 2026

OF

SEPTEMBER 14, 2026

BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED SEPTEMBER 14, 2026, AMENDING THE BOND RESOLUTION ADOPTED AUGUST 8, 2022 AND HERETOFORE AMENDED ON MAY 28, 2024, RELATING TO THE CITY'S LONG TERM CONTROL PLAN PHASE IV FLOATABLES CONTROL AND DISINFECTION FACILITY PROJECT

Recitals

WHEREAS, the City of Newburgh is subject to an Order on Consent with the New York State Department of Environmental Conservation to resolve violations at the Wastewater Treatment Plant and for the development of the CSO Long Term Control Plan ("LTCP");

WHEREAS, pursuant to a Modification Order on Consent approving a Schedule of Compliance for Phases I through V of the LTCP, the City is undertaking Phases III and IV of the LTCP consisting of the North Interceptor Improvements Project, as described in the "Preliminary Engineering Report Addendum" prepared by Arcadis of New York, Inc. dated May, 2021 and on file in the office of the City Clerk (the "Phase III Project") and the Floatables Control and Disinfection Facility Engineering Report prepared by Arcadis of New York, Inc. dated May 2021, revised July 23, 2021 and June 15, 2022, and on file in the office of the City Clerk (the "Phase IV Project" and collectively referred to hereinafter as the "Phase III and Phase IV Projects");

WHEREAS, by resolution No. 189-2021 adopted on August 9, 2021, the City Council determined that the Phase III and Phase IV Projects constitute "Type II" actions pursuant to the provisions of the New York State Environmental Quality Review Act and the regulations promulgated thereunder and contained within 6 NYCRR Part 617 (collectively, "SEQRA") and that no further review for SEQRA purposes is required;

WHEREAS, on November 8, 2021, the City Council of the City adopted a bond resolution authorizing the issuance of bonds in the aggregate principal amount of $32,310,000 to finance the costs of the Phase III and Phase IV Projects;

WHEREAS, by resolution No. 163-2022 adopted on July 11, 2022, the City Council amended said bond resolution adopted on November 8, 2021 to (i) authorize bonds in the principal amount of $31,394,650 for the Phase III Project, an increase from the $15,600,000 bonds previously authorized for said Phase III Project, and (ii) eliminate the $16,700,000 bonds authorized for the Phase IV Project;

WHEREAS, the planning and design costs of the Phase IV Project have been and will continue to be paid from another bond authorization and funds made available to the City pursuant to the American Rescue Plan Act of 2021;

WHEREAS, the City heretofore determined that the cost of the Phase IV Project was estimated to be $35,531,976 and the City Council adopted a bond resolution on August 8, 2022 authorizing the issuance of bonds in the amount of not to exceed $35,531,976 for the Phase IV Project, an increase from the $16,700,000 bonds previously authorized for said Phase IV Project;

WHREAS, on May 28, 2024 the City Council determined that the estimated maximum cost of such project was $44,890,000, and it was necessary and in the public interest

to increase the not to exceed amount of bonds authorized for the Phase IV Project from $35,531,976 to $44,890,000 and such amount was appropriated for such purpose pursuant to a bond resolution adopted by said City Council on May 28, 2024 as an amendment to the prior bond resolution adopted on August 8, 2022; and

WHEREAS, due to an increase in the cost of the Phase IV Project, the City Council must now increase the appropriation for such project from $44,890,000 to $60,539,377 and amend the bond resolution adopted August 8, 2022 and heretofore amended on May 28, 2024, to increase the not to exceed amount of bonds authorized for the Phase IV Project from $44,890,000 to $60,539,377;

WHEREAS, the City has been awarded and expects to receive grants and/or other funds totaling $26,648,994 from the United States of America, the State of New York and/or other sources to pay a like portion of the estimated cost of the Phase IV Project.

Now, therefore, be it

RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEWBURGH, IN ORANGE COUNTY, NEW YORK (by the favorable vote of not less than two-thirds of all members of said City Council) AS FOLLOWS:

Section A. The amending bond resolution of said City duly adopted by the City Council of the City on May 28, 2024, entitled:

> "Bond Resolution of the City of Newburgh, New York, adopted August 8, 2022 and amended May 28, 2024, authorizing financing for the Long Term Control Plan Phase IV Floatables Control And Disinfection Facility Project in the City, stating the estimated total cost thereof is $44,890,000, appropriating said amount therefor and authorizing the issuance of $44,890,000 bonds to finance of said appropriation and the application of any grant funds received or expected to be received from the State of New York to be expended towards the cost of said object or purpose or redemption of

the City's obligations issued therefor, or to be budgeted as an offset to the taxes for the payment of the principal of and interest on said bonds,"

is hereby amended to read as follows:

BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED AUGUST 8, 2022, AMENDED MAY 28, 2024 AND FURTHER AMENDED SEPTEMBER 14, 2026, AUTHORIZING FINANCING FOR THE LONG TERM CONTROL PLAN PHASE IV FLOATABLES CONTROL AND DISINFECTION FACILITY PROJECT IN THE CITY, STATING THE ESTIMATED TOTAL COST THEREOF IS $60,539,377, APPROPRIATING SAID AMOUNT THEREFOR AND AUTHORIZING THE ISSUANCE OF $60,539,377 BONDS TO FINANCE OF SAID APPROPRIATION AND THE APPLICATION OF ANY GRANT FUNDS RECEIVED OR EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE OR REDEMPTION OF THE CITY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS

Recitals

WHEREAS, the City of Newburgh is subject to an Order on Consent with the New York State Department of Environmental Conservation to resolve violations at the Wastewater Treatment Plant and for the development of the CSO Long Term Control Plan ("LTCP");

WHEREAS, pursuant to a Modification Order on Consent approving a Schedule of Compliance for Phases I through V of the LTCP, the City is undertaking Phases III and IV of the LTCP consisting of the North Interceptor Improvements Project, as described in the "Preliminary Engineering Report Addendum" prepared by Arcadis of New York, Inc. dated May, 2021 and on file in the office of the City Clerk (the "Phase III Project") and the Floatables Control and Disinfection Facility Engineering Report prepared by Arcadis of New York, Inc. dated May 2021, revised July 23, 2021 and June 15, 2022, and on file in the office of the City

Clerk (the "Phase IV Project" and collectively referred to hereinafter as the "Phase III and Phase IV Projects");

WHEREAS, by resolution No. 189-2021 adopted on August 9, 2021, the City Council determined that the Phase III and Phase IV Projects constitute “Type II” actions pursuant to the provisions of the New York State Environmental Quality Review Act and the regulations promulgated thereunder and contained within 6 NYCRR Part 617 (collectively, “SEQRA”) and that no further review for SEQRA purposes is required;

WHEREAS, on November 8, 2021, the City Council of the City adopted a bond resolution authorizing the issuance of bonds in the aggregate principal amount of $32,310,000 to finance the costs of the Phase III and Phase IV Projects;

WHEREAS, by resolution No. 163-2022 adopted on July 11, 2022, the City Council amended said bond resolution adopted on November 8, 2021 to (i) authorize bonds in the principal amount of $31,394,650 for the Phase III Project, an increase from the $15,600,000 bonds previously authorized for said Phase III Project, and (ii) eliminate the $16,700,000 bonds authorized for the Phase IV Project;

WHEREAS, the planning and design costs of the Phase IV Project have been and will continue to be paid from another bond authorization and funds made available to the City pursuant to the American Rescue Plan Act of 2021;

WHEREAS, the City heretofore determined that the cost of the Phase IV Project was estimated to be $35,531,976 and the City Council adopted a bond resolution on August 8, 2022 authorizing the issuance of bonds in the amount of not to exceed $35,531,976 for the Phase IV Project, an increase from the $16,700,000 bonds previously authorized for said Phase IV Project;

WHEREAS, due to an increase in the cost of the Phase IV Project, the City Council adopted a bond resolution on May 28, 2024 increasing the appropriation for such project from $35,531,976 to $44,890,000 and amend the bond resolution adopted August 8, 2022, to increase the not to exceed amount of bonds authorized for the Phase IV Project from $35,531,976 to $44,890,000;

WHEREAS, due to an increase in the cost of the Phase IV Project, the City Council must now increase the appropriation for such project from $44,890,000 to $60,539,377 and amend the bond resolution adopted August 8, 2022 and heretofore amended on May 28, 2024, to increase the not to exceed amount of bonds authorized for the Phase IV Project from $44,890,000 to $60,539,377;

WHEREAS, the City has been awarded and expects to receive grants and/or other funds totaling $26,648,994 from the United States of America, the State of New York and/or other sources to pay a like portion of the estimated cost of the Phase IV Project.

NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF NEWBURGH, IN THE COUNTY OF ORANGE, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said City Council) AS FOLLOWS:

Section 1. The City of Newburgh, in the County of Orange, New York (herein called the "City"), is hereby authorized to finance the cost of the Phase IV Project (as defined in the recitals hereof). The estimated maximum cost of said Phase IV Project, including preliminary costs and costs incidental thereto and to the financing thereof, is $60,539,377 and said amount is hereby appropriated for such purpose. The plan of financing includes the

issuance of bonds in the principal amount of $60,539,377 bonds of the City and any bond anticipation notes issued in anticipation of the sale of such bonds to finance said appropriation, the levy and collection of taxes on all the taxable real property in the City to pay the principal of and interest on said bonds and notes, and application of any grant monies received or expected to be received by the City from the United States of America, the State of New York, including the Environmental Facilities Corporation ("EFC") or from any other source to be expended towards the cost of the Phase IV Project thereof or redemption of the bonds or notes issued therefor or to be budgeted as an offset to the taxes to be levied and collected for the payment of such principal and interest.

Section 2. Bonds of the City in the principal amount of $60,539,377 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law"), to finance said appropriation.

Section 3. The period of probable usefulness of the specific object or purpose for which said not to exceed $60,539,377 bonds herein authorized are to be issued, within the limitations of Section 11.00 a. 4 of the Law, is forty (40) years.

Section 4. The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the City for expenditures made after the effective date of this resolution for the purpose or purposes for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 5. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of

validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the City, payable as to both principal and interest by general tax upon all the taxable real property within the City. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the City Council relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Director of Finance, the chief fiscal officer of the City. Further, in connection with bonds and bond anticipation notes issued under the authority of Section 2 hereof, the power to contract with and sell bonds and bond anticipation notes to EFC pursuant to Section 169.00 of the Law and to approve the terms, form and content of such bonds and bond anticipation notes, consistent with the provisions of the Law, is hereby delegated to the Director of Finance. The Director of Finance is hereby further authorized to execute, on behalf of the City, a project financing and loan agreement, and any

other agreements with EFC, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the specific object or purpose described in Section 1 hereof, or a portion thereof, by a serial bond, and, or a bond anticipation note issue in the event of the sale of same to EFC.

Section 7. Pursuant to the provisions of section 16 of Chapter 223 of the New York Laws of 2010, the City is authorized to include in this resolution the following pledge and agreement of the State of New York (herein called the "State") contained in said Section 16:

"The state does hereby pledge to and agree with the holders of any bonds, notes or other obligations issued by the city during the effective period of this act and secured by such a pledge that the state will not limit, alter or impair the rights hereby vested in the city to fulfill the terms of any agreements made with such holders pursuant to this act, or in any way impair the rights and remedies of such holders or the security for such bonds, notes or other obligations until such bonds, notes or other obligations together with the interest thereon and all costs and expenses in connection with any action or proceeding by or on behalf of such holders, are fully paid and discharged."

Section 8. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution or a summary hereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the constitution.

Section 10. This Bond Resolution shall take effect immediately, and the City Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by §81.00 of the Law in *"The Mid Hudson Times,"* and *"The Hudson Valley Press,"* two newspapers each having a general circulation in the City and hereby designated the official newspapers of said City for such publication.

Section B. The amendment of the bond resolution set forth in Section A of this resolution, shall in no way affect the validity of the liabilities incurred, obligations issued, or action taken pursuant to said bond resolution, and all such liabilities incurred, obligations issued, or action taken shall be deemed to have been incurred, issued or taken pursuant to said bond resolution, as so amended.

The resolution was declared adopted.

The adoption of the foregoing resolution was seconded by _____ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

****

CERTIFICATE

I, KATRINA COTTEN, City Clerk of the City of Newburgh, in the County of Orange, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the City Council of said City of Newburgh duly called and held on September 14, 2026, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said City Council and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City of Newburgh this _____ day of September, 2026.

(SEAL)

_____
City Clerk

3893303.2 046089 RSIND

(THE FOLLOWING NOTICE IS TO BE ATTACHED TO AND
TO BE PUBLISHED
WITH SUMMARY OF RESOLUTION AFTER ADOPTION)

NOTICE

The bond resolution, a summary of which is published herewith, has been adopted on August 8, 2022 and amended on May 28, 2024 and further amended September 14, 2026, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the CITY OF NEWBURGH, in the County of Orange, New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the constitution.

KATRINA COTTEN
City Clerk

RESOLUTION NO. _____ OF 2026

AMENDING BOND RESOLUTION DATED SEPTEMBER 14, 2026

BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED AUGUST 8, 2022, AMENDED MAY 28, 2024 AND FURTHER AMENDED SEPTEMBER 14, 2026, AUTHORIZING FINANCING FOR THE LONG TERM CONTROL PLAN PHASE IV FLOATABLES CONTROL AND DISINFECTION FACILITY PROJECT IN THE CITY, STATING THE ESTIMATED TOTAL COST THEREOF IS $60,539,377, APPROPRIATING SAID AMOUNT THEREFOR AND AUTHORIZING THE ISSUANCE OF $60,539,377 BONDS TO FINANCE OF SAID APPROPRIATION AND THE APPLICATION OF ANY GRANT FUNDS RECEIVED OR EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE OR REDEMPTION OF THE CITY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS

object or purpose: to finance the cost of Phase IV of the Long Term Control Plan consisting of the Floatables Control and Disinfection Facility Engineering Report prepared by Arcadis of New York, Inc. dated May 2021, revised July 23, 2021 and June 15, 2022, and on file in the office of the City Clerk, at the total estimated maximum cost of $60,539,377.

period of probable usefulness: forty (40) years

amount of obligations to be issued: $60,539,377

A complete copy of the Bond Resolution summarized above and such engineering reports shall be available for public inspection during normal business hours at the office of the City Clerk, in Newburgh, New York.

Dated: September 14, 2026
Newburgh, New York

C3-7332-11-03 LTCP Combined Sewer Control Facility Construction - Bond Calculation (August 2026)						
Contract Description	**Contract Amount**	**Estimate or Actual**	**Existing Bid/Contract Contingency**	**Existing Contract Contingency %**	**Balance of Additional NYSEFC Required 15% Contract Contingency**	**Total Bond Authorization**
General Contractor	$ 44,592,140	Actual Bid	$ 1,250,000	2.88%	$ 5,251,321	
Electrical Contractor	$ 4,126,618	Estimate	$ 400,000	10.73%	$ 158,993	
Plumbing Contractor	$ 384,000	Actual Bid	$ 50,000	14.97%	$ 100	
HVAC Contractor	$ 566,700	Actual Bid	$ 50,000	9.68%	$ 27,505	
Engineering CARE	$ 4,832,000	Actual Contract	N/A	N/A	N/A	
Bond Counsel	$ 100,000	Estimate	N/A	N/A	N/A	
Local Counsel/Fiscal Services	$ 100,000		N/A	N/A	N/A	
CSX Fees	$ 400,000	Estimate	N/A	N/A	N/A	
Total =	**$ 55,101,458**		**$ 1,750,000**		**$ 5,437,919**	
Total Bond Authorization = Contract Amount + Balance of Additional NYSEFC Required 15% Contract Contingency =						**$ 60,539,377**

RESOLUTION NO.: _____ - 2026

OF

SEPTEMBER 14, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH HVSHRED, INC. D/B/A LEGAL SHRED FOR DOCUMENT DESTRUCTION SERVICES

WHEREAS, the City of Newburgh requires document destruction services for records it is not required to maintain; and

WHEREAS, HVShred, Inc., d/b/a Legal Shred has submitted a renewal agreement for document destruction to the City of Newburgh for a term of 3 years with funding to be derived from A.1620.0448; 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;

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 renewal contract with HVShred, Inc., d/b/a Legal Shred to provide document destruction services to the City of Newburgh.

Docusign Envelope ID: AD266A08-EBDF-8C90-802F-D5DF73C68AD1

DOCUMENT SHREDDING SERVICE AGREEMENT

1. This agreement ("Agreement") outlines the services and fees for Certified Document Destruction services to be provided by HVShred Inc. d/b/a Legal Shred ("LS" or "we") for City of Newburgh ("Client" or "you").

2. **Scope of Work**: We agree to provide you with NAID AAA Certified Confidential Document Destruction Services for the term of this Agreement. You are responsible for collecting confidential documents in the collection containers we provide for you. Our Security Officer will confidentially shred the contents of each container. You agree that we are your exclusive shredding service for the locations listed below.

3. **Service Charges:** The charges below apply to services provided in the first year of this Agreement. We have the option to increase our fees effective as of each anniversary of the date of this Agreement, by an amount not to exceed 5%.

Service Location #1:	83 Broadway, 4th Floor, Newburgh, NY 12550		
Container Type:	96 Gallon Bins		
Total Quantity:	3	On-site or Off-Site:	On-Site Shredding
Service Cost:	$157.50	Frequency of Service:	Every 8 Weeks

Service Location #2:	123 Grand St, Newburgh NY 12550		
Container Type:	96 Gallon Bins		
Total Quantity:	2	On-site or Off-Site:	On-Site Shredding
Service Cost:	105	Frequency of Service:	Every 8 Weeks

Service Location #3:	55 Broadway Newburgh NY 12550		
Container Type:	96 Gallon Bin		
Total Quantity:	1	On-site or Off-Site:	On-Site Shredding
Service Cost:	$76	Frequency of Service:	Every 8 Weeks

Service Location #4:			
Container Type:			
Total Quantity:		On-site or Off-Site:	
Service Cost:		Frequency of Service:	

Service Location #5:			
Container Type:			
Total Quantity:		On-site or Off-Site:	
Service Cost:		Frequency of Service:	

Service Location #6:			
Container Type:			
Total Quantity:		On-site or Off-Site:	
Service Cost:		Frequency of Service:	

Service Location #7:			
Container Type:			
Total Quantity:		On-site or Off-Site:	
Service Cost:		Frequency of Service:	

Service Location #8:			
Container Type:			
Total Quantity:		On-site or Off-Site:	
Service Cost:		Frequency of Service:	

Service Location #9:			
Container Type:			
Total Quantity:		On-site or Off-Site:	
Service Cost:		Frequency of Service:	

Service Location #10:			
Container Type:			
Total Quantity:		On-site or Off-Site:	
Service Cost:		Frequency of Service:	

- Agreed upon service level will be provided and charged in full even if containers are empty or service is canceled for that date without reschedule of 7 days or less.

4. **Term:** This agreement shall begin on the date of Customer's signature as set forth above (the "Effective Date") and run for the term ("Term") of __3____ years from the Effective Date. This Agreement shall run for successive terms equal to the original Term (each, an "Extension Term") unless either party gives 30 days' notice in writing to the other party during the last 6-month period prior to the end of the then current Term or Renewal Term of its desire to terminate this Agreement. Either of us may terminate this Agreement for a material breach by the other that is not cured within 30 days of receipt of written notice of such breach. For __30____ day early termination requires written notice, and any open invoices must be paid prior to final service. The cost to terminate this agreement is the cost of the remaining services left of the term from the request to terminate date minus __50%____ of that remaining total cost of service.

5. **Payments:** Payments are due __30_____ days from the invoice date. You agree to pay all charges and fees due to us on time. Please indicate how you prefer to make payments to Legal Shred ____ Electronic Funds Transfer (EFT) ____ Credit Card or ____ Check (Mark "X" to select). **NOTE:** Wire Transfers will incur an additional $15 bank fee. Late payments will accrue interest at the lower of the rate of 1.5% per month or the highest rate permitted by law. If a payment is more than 30 days late, you will be required to promptly pay us an additional late fee of 5% of the amount of the overdue payment. Additional Payment Terms: Repeated Late Payments: If Client fails to make payment when due on more than two (2) occasions within any twelve (12) month period, Legal Shred reserves the right, at its sole discretion, to convert the Client's pricing from contract pricing to Legal Shred's then-current retail or standard service pricing. In such event, retail pricing and all applicable late fees will apply to future services. Legal Shred may also require prepayment for future services or suspend services until the account is brought current. Cancelled Service Charges: Pricing under this Agreement is based on the agreed service frequency. If Client cancels a scheduled service and does not reschedule the service so that the total number of services for the year remains consistent with the agreed service frequency, Client will be charged for the cancelled service at the contracted service rate. Service Suspension for Non-Payment: Legal Shred reserves the right to suspend scheduled services if Client's account becomes delinquent or invoices remain unpaid beyond the payment terms stated in this Agreement. Services will resume only after the account has been brought current. Any suspension of services due to non-payment will not reduce the Client's contractual service obligations. The term of this Agreement will be extended as necessary to allow completion of the total number of services required under the agreed service frequency. Client agrees that the Agreement must be fully executed based on the total number of

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services outlined by the contracted service frequency.

6. **Certificate of Destruction:** We will issue a Certificate of Destruction at the bottom on each invoice.

7. **Containers:** We will supply all containers, and they will remain our property. You agree that we are authorized to shred all documents deposited into our containers. You will notify us if hazardous materials of any kind have been deposited into our containers. You will be responsible for making sure that only paper is placed in the containers and for the replacement cost of any lost, damaged, or destroyed containers.

8. **Remedies/Miscellaneous:** If we fail to perform the shredding services we are required to perform under this Agreement, we will not charge you for such services. In addition, if we have not provided such services within 10 days after you notify us of such failure, we will reimburse you for the cost of reasonable replacement shredding services. We will not be responsible under any circumstances for any damages, claims or other losses other than such reimbursement. The maximum, aggregate amount for which we may be liable to you for any breach of this Agreement or in connection with the services performed under this Agreement is limited to the fees you have paid us in the prior 6 months. You agree to hold us and our owners and employees harmless for any damages, claims or other losses we incur as a result of the services we provide under this Agreement. This Agreement shall be governed by New York State Law. If we ever have a dispute relating to this Agreement or our services, you agree that it will be resolved exclusively in a court in Suffolk County, New York. You further agree that, if we have to bring an action to collect the fees owed to us under this Agreement, you will reimburse us for our reasonable attorneys' fees and costs. We are not responsible for any failure to provide services as a result of fire, flood, strikes or other circumstances beyond our reasonable control. Any notice to be provided under this Agreement will be provided in writing by email to the people specified below. If any provision of this Agreement is not enforceable, the other provisions in the Agreement shall remain in full force and effect.

9. **COI Additional Insureds (if applicable):** Please note if your building does not require a Certificate of Insurance (COI), this portion does not apply to you. HV Shred Inc DBA Legal Shred agrees upon acceptance of this agreement to add the below entities as an additional insureds under its commercial general liability policy in the amount of $1,000,000 per occurrence and $2,000,000 in the annual aggregate. Based on customer supplied sample copy of the COI (Certificate of Insurance) listing the additional insureds.

• NO FUEL CHARGES • NO ENVIRONMENTAL CHARGES • NO TRANSPORTATION CHARGES • NO HIDDEN FEES

HVShred Inc d/b/a Legal Shred	**Client Authorized Representative:**
Name: _____	Name: _____
Title: _____	Title: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

RESOLUTION NO.: _____ - 2026

OF

SEPTEMBER 14, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH AUCTIONS INTERNATIONAL, INC. TO PROVIDE LIQUIDATION SERVICES TO THE CITY OF NEWBURGH

WHEREAS, the City of Newburgh from time to time has surplus vehicles, machinery and other equipment which is no longer needed for City purposes; and

WHEREAS, such property may have some inherent commercial value to private parties; but cannot be used by the City departments or agencies; and the City has no efficient means of storing, preserving, using or otherwise deriving value from such property; and

WHEREAS, by Resolution No. 242-2016 of September 12, 2016, Resolution No. 278-2018 of September 24, 2018, Resolution No. 251-2020 of October 13, 2020, Resolution No. 227-2022 of September 12, 2022, and Resolution No. 203-2024 of September 23, 2024, the City Council of the City of Newburgh authorized agreements with Auctions International, Inc., an experienced and proven online government surplus sales service provider which sells items on the public site and charges only for the items sold through a buyer's premium with no charge to the municipality; and

WHEREAS, the terms of the prior agreements with Auctions International, Inc. were for 2 years and the City of Newburgh finds that entering into a new agreement would continue to generate revenue for the City of Newburgh from property which would otherwise go to waste, and thus 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 of the City of Newburgh be and he is hereby authorized to enter into an agreement with Auctions International, Inc. to provide liquidation services to the City of Newburgh, with such other terms and conditions as may be required by Corporation Counsel, same as being in the best interest of the City of Newburgh.

ONLINE AUCTION CONTRACT - AGREEMENT FOR SALE OF GOVERNMENT ASSETS BY ONLINE AUCTION

This Agreement made on 10 / 14 / 20 26, between City of Newburgh, hereafter called "Seller", and Auctions International, Inc., 11167 Big Tree Road, East Aurora, NY 14052, hereafter called "Auctioneer":

The Auctioneer hereby agrees to use professional skills, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale. All auction items will be sold "as is, where is", subject to the Seller's terms.

The Seller agrees to provide titles, keys in all other proof of ownership to customers who present a paid invoice from Auctions International, and release the purchased items once the Auctioneer has received full payment for the goods listed and described in detail on provided condition reports, and / or provided by the electronic means to the Auctioneer.

GOVERNMENT VEHICLES, MACHINERY, EQUIPMENT AND ALL OTHER SURPLUS ASSETS

The Seller agrees to provide merchantable title (with no liens or encumbrances) for motor vehicles, and agrees to write-in the purchase information on the back of any titles issued to purchasers (as required by law). The Seller furthermore agrees not to sell listed merchandise before the term of the online auction is complete, under any circumstances.

The auction is to be held online at www.AuctionsInternational.com, beginning and closing on mutually agreed-upon dates and times. The terms and prices of this contract shall remain in effect for two years after the agreement is executed based on the means of the Seller. Notwithstanding the foregoing, the Seller may terminate this contract at any time for convenience.

It is agreed that all listed merchandise be sold to the highest bidder, "as is, where is", with no warranty, expressed, implied or otherwise, and with the government Seller retaining the right to reject any bids that are insufficient. The Seller agrees to specify a minimum acceptable price on each rejected bid, which will be posted on the past prices page of the Auctioneer's website.

Purchasers will be required to pay a 4% buyer's premium for vehicles and equipment sold within two (2) years of the manufacture date, a 5% buyer's premium for vehicles and equipment within three (3) years of the manufacture date, or a 10% buyer's premium for any vehicles/older equipment to be added to the successful high bid prices, which will constitute the Auctioneer's compensation for these services. There is no commission charged to the Seller.

The Seller agrees to provide photographs and description of the auction merchandise to conduct the auction. In the event that the Seller cannot provide this information, the Auctioneer's staff will travel to the Seller's facilities to obtain photos and condition reports of the Sellers items for the following fee: $30 for each motorized vehicle/equipment item, and $5 for each general merchandise auction lot. Listing fees are deducted from the net sale proceeds, before final payment is made to the Seller.

The Auctioneer will mail a check to the Seller for all proceeds collected within 15 business days after the Seller approves the bids for the sale items, and all monies are collected, along with an accounting summary. In the event of a bidder's refusal or failure to pay for their invoiced items, the Auctioneer will offer the unsold merchandise to the backup bidder, and the reneging bidder will be banned from future auctions. If the backup bidder does not take the merchandise for the backup bid price, then the merchandise will revert back to the possession of the Seller, after a reasonable time has been allowed for the backup bidder to get their payment to the Auctioneer. At the request of the Seller any unsold merchandise can be re-listed in the future online auction at no cost to the Seller.

INDEPENDENT STATUS. That during the existence of this agreement, the Auctioneer shall remain an individual, independent contractor, retaining its separate identity and shall in no way be considered a division, department or agent of the Seller's agency or organization.

WAIVER. No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waivingsaid breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excusefor a repetition of such or any other breach unless the waiver shall include the same.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter of this Agreement.

(x) _____ Seller's Authorizing Signature

Jason Morris, Interim City Manager — Printed Name and Agency Title

845-569-7301 — Telephone Number

(x) 83 Broadway, Newburgh, NY 12550 — Seller's Agency Payment Address (Check will be made out and mailed to Seller, from Auctioneer, for payments received)

(x) jmorris@cityofnewburgh-ny.gov — Seller's E-Mail Address

(x) _____ Auctioneer's Signature

MARC Smith — Auctioneer's Printed Name

_____ Date

State License #

RESOLUTION NO.: _____ - 2026

OF

SEPTEMBER 14, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SERVICE ORDER WITH ZAYO TO INSTALL A FIREWALL AND INTEGRATE THE DPW STORAGE BUILDING INTO THE CITY'S WIDE AREA NETWORK AT A TOTAL COST OF $1,294.00

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

WHEREAS, the City has received a service order from Zayo, as the successor in interest to Hudson Valley Data Net, LLC and Crown Castle Fiber, LLC, amending the parties' Master Telecommunications License Agreement to install a firewall and integrate the DPW storage building into the City WAN infrastructure; and

WHEREAS, the total cost of the project is of $1,294.00 with funding derived from A.1680.0453; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute a contract with Zayo to install a firewall and integrate the DPW storage building into the City's Wide Area Network services at a cost of $1,294.00.

RESOLUTION NO.: _____ - 2026

OF

SEPTEMBER 14, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CHANGE ORDER TO THE ICC COMMUNITY DEVELOPMENT SOLUTIONS CONTRACT FOR THE INSTALLATION AND USE OF LASERFICHE RIO 12 AT A COST OF $1,500.00

WHEREAS, by Resolution No. 43-2008 of March 31, 2008, the City Council of the City of Newburgh approved a contract with General Code for Laserfiche software installation, training and support to meet the document imaging and management needs of the City Clerk and the Code Compliance Bureau; and

WHEREAS, by Resolution No. 203-2013 of October 15, 2013, the City Council authorized approved a change order to the General Code contract for Laserfiche RIO software installation, training and support to expand the use of the Laserfiche Rio system to other City departments, allowing other City departments to access records already converted to electronic format, including integration with the existing KVS system and to reduce costs associated with traditional paper copying and printing; and

WHEREAS, by Resolution No. 68-2014 of March 24, 2014, the City Council approved a change order to the General Code contract to increase the number of user licenses to cover fully all City departments; and

WHEREAS, ICC Community Development Solutions f/k/a General Code has submitted a change order for the installation and use of Laserfiche RIO 12, a copy of which is attached hereto, as an upgrade to the existing services; and

WHEREAS, the funding for the change order in the amount of $1,500.00 will be derived from A.1680.0491; and

WHEREAS, this Council has determined that entering into the change order with ICC Community Development Solutions is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to sign a change order to the contract with ICC Community Development Solutions Laserfiche RIO 12 in the amount of $1,500.00.

RESOLUTION NO.: _____ - 2026

OF

SEPTEMBER 14, 2026

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 252 LIBERTY STREET (SECTION 18, BLOCK 6, LOT 25) AT PRIVATE SALE TO WESLEY LAIDLAW FOR THE AMOUNT OF $180,000.00

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell a parcel of real property identified as 252 Liberty Street, being more accurately described as Section 18, Block 6, Lot 25 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before Friday, December 4, 2026, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
252 Liberty Street	18 – 6 – 25	Wesley Laidlaw	$180,000.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

Terms and Conditions of Sale
252 Liberty Street, City of Newburgh (SBL: 18-6-25)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.

2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number on the City of Newburgh Tax Map.

3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.

4. The properties are sold subject to unpaid City/County taxes for the year **2026**, school taxes for the tax year **2026-2027**, and also subject to all taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any City/County taxes for the year **2026**, school taxes paid by the City for the tax year **2026-2027**, and subsequent levies up to the date of the closing. Upon closing of title, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.

5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE. The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: (i) obtain a Certificate of Occupancy for all buildings on the property; (ii) make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or (iii) demolish any buildings deemed structurally unsound by a New York State-licensed engineer and by the Building Inspector. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser 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 before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for its consideration.**

6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.

7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. The property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.

10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, transfer tax, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept cash or credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.**

11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.

12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that they shall <u>not</u> be entitled to special or consequential damages, attorneys fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.

13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.

14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**

15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City Engineer.

17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts. This provision shall survive closing.

18. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. The parcel is sold subject to all provisions of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with any additional laws, rules or regulations applicable to those districts.

19. The property is sold subject to an owner-occupancy restriction. Purchaser has agreed to purchase the property subject to a ten (10) year owner occupancy restriction. Purchaser shall, within 18 months of the delivery of the deed, establish domicile and principal residence at said premises and maintain domicile and principal residence at said premises for a period of at least ten (10) years thereafter, provided that within said ten (10) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms and Conditions of Sale.

20. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **$5,000.00** payable to "City of Newburgh" by money order or guaranteed funds to the "City of Newburgh". At closing, the downpayment amount shall be credited against the purchase price.

21. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.

ACKNOWLEDGED AND AGREED

Date: _____

_____

Wesley Laidlaw

Marketing and Offer History – 252 Liberty Street

- The property is a 2.5 story, two-family residential building. It is sited on a 28' x 105' parcel and located on Liberty Street. The property has some floor damage with debris in the exterior. Frozen pipes burst within the property and caused additional damage. Rehab would be needed throughout.
- This property was listed for sale by River Realty beginning on August 1, 2025, for $214,900 and listed again on 9/23/2025 for $174,900.
- When River Realty had several pending offers, the Department set a deadline of April 3rd, 2026, to receive all completed offers.
- The Department received seven complete offers; four owner occupants and three investors.
- The highest offer, when adjusted for Disposition Policy bonuses, was Wesley Laidlaw. He intends to move from NYC to Newburgh with his first home purchase.
- Laidlaw's unadjusted offer price was $180,000.
- The Department recommends this offer for City Council approval.

Property Proposal Summary

Location:	**252 Liberty Street**
Tax Map Number:	18-6-25
Property Class:	220 – Two-Family Residence
Zoning:	RM— Residential Medium Density
Description:	2-story building. Year built: 1920; 2,526 sf—4 bedrooms/2bath; full basement area; fenced backyard, shed in rear; lot size—28 x 105.
Condition:	Average
Assessed Value:	$280,600 FHA 203K
Estimated Annual Taxes:	$3,801.74 (2025)
List Price:	$174,900

Offer Information:

Name:	
Offer Price:	**$180,000**
Repair/Renovation Estimate:	$80,000+/-
Proof of Financing:	FHA 203K

Comments: The City of Newburgh originally acquired this building through tax foreclosure. The house was initially listed for sale in the late summer of 2025.

The property is located within Ward 1, in a residential neighborhood near many Newburgh landmarks. The house is in average condition and has some floor damage. Rehab is needed throughout.

The purchaser intends to move from NYC and occupy his first home to support his growing family. He also plans to create affordable, subsidized housing opportunities for families facing economic hardship and want to remain in Newburgh.



RESOLUTION NO.: _____ - 2026

OF

SEPTEMBER 14, 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH DECLARING ITS INTENT TO BE LEAD AGENCY UNDER STATE ENVIRONMENTAL QUALITY REVIEW ACT ("SEQRA") FOR THE NEWBURGH COLORED BURIAL GROUND MEMORIAL PROJECT, CLASSIFYING THE PROJECT AS AN UNLISTED ACTION, CONSIDERING A SHORT ENVIRONMENTAL ASSESSMENT FORM AND REFERRING THE SAME TO OTHER INTERESTED AND INVOLVED AGENCIES

WHEREAS, the City of Newburgh is undertaking the Colored Burial Ground Memorial Project in Downing Park (the "Project"); and

WHEREAS, the Project is an "action" as defined by the State Environmental Quality Review Act (SEQRA); and

WHEREAS, in compliance with SEQRA, a Part 1 of the Short Environmental Assessment Form (SEAF) has been completed and must be circulated to all Interested and Involved Agencies for establishing the City Council as "Lead Agency" in accordance with 6 NYCRR Part 617.6 for the purpose of conducting a SEQRA review of the Project;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York as follows:

1. That the City Council of the City of Newburgh hereby declares its intent to assume Lead Agency status for the environmental review of the action pursuant to 6 NYCRR 617.6; and

2. That this Council classifies the action as an Unlisted Action and proposes a coordinated review;

3. That this Council proposes to accept Part 1 of the Short Environmental Assessment Form ("SEAF") attached hereto; and

4. That the City Council duly authorizes the City Manager to circulate said Short Environmental Assessment Form to the "Involved Agencies" and "Interested Agencies" for purposes of establishing Lead Agency status under SEQRA.

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information

Name of Action or Project:
Newburgh Colored Burial Ground

Project Location (describe, and attach a location map):
123 Carpenter Avenue (SBL: 17-9-1)

Brief Description of Proposed Action:
Construction of the re-internment site and memorial for the former Newburgh Colored Burial Ground at 123 Carpenter Avenue - Downing Park. The former burial ground was under 300 Broadway.

The project consist of establishing the re-internment area, and construction of an educational memorial. The memorial area will have a circular walking path for park-goers. The project also includes the redesign of the parking circle directly north of the re-internment/memorial area, which will provide ADA-access to the memorial. The project is located in an area of Downing Park that is currently unimproved lawn.

Name of Applicant or Sponsor:	Telephone: 845-569-9400
The City of Newburgh/Alexandra Church	E-Mail: achurch@cityofnewburgh-ny.gov

Address:
123 Grand Street

City/PO:	State:	Zip Code:
Newburgh	NY	12550

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If No, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: See enclosed Appendix A.	☐	☑

3. a. Total acreage of the site of the proposed action? 0.59 acres
   b. Total acreage to be physically disturbed? 0.59 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 35 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:
   ☑ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban)
   ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
   ☑ Parkland

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☑	☐
b. Consistent with the adopted comprehensive plan?	☐	☑	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑

	NO	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		
If Yes, identify:	☑	☐

	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation services available at or near the site of the proposed action?	☐	☑
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☑

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements?		
If the proposed action will exceed requirements, describe design features and technologies:	☐	☑

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water: N/A; the project does not involve the connection to water services.	☑	☐

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment: N/A; the project does not involve the connection to wastewater services.	☑	☐

	NO	YES
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	☐	☑
The East End Historic District b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☑	☐

	NO	YES
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☐	☑
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☐	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: The project is located approximately 600 feet from the Polly and an informational wetland. The project will not disturb or have any impact on regulated wetlands or waterbodies.		

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ◪ Forest ◼ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ◪ Urban ☐ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Bald Eagle **See Appendix B for full answer.**	☐	☑
16. Is the project site located in the 100-year or 500-year flood plain?	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	☐	☑
a. Will storm water discharges flow to adjacent properties?	☑	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☑
If Yes, briefly describe: **See Appendix C for full answer.** Stormwater from wall and pavement underdrainage will be collected and conveyed through approximately 450 LF of 4-inch perforated Schedule 40 pipe and 200 LF of 6-inch HDPE pipe		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	☑	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	☑	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: B00189 - 300-352 Liberty Street is a vacant parcel and former gas station building. The project is located approximately 1,800 feet away and up-gradient from the remediation site	☐	☑
21. Is the project located within, or within ½ mile of, a disadvantaged community?	☐	☑
If No, could impacts from the project affect a disadvantaged community?	☑	☐
If Yes to either question in 21, answer the following question.		
a. Identify the potential pollution impacts of the project, either direct or indirect, that may occur within the disadvantaged community (e.g., wastewater discharges, air emissions, noise, odors, solid or hazardous waste generation or management): **See Appendix D for full answer.**		

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: Alexandra Church, AICP Date: August 27, 2026

Signature: Alexandra Church Title: Director of Planning & Developmer



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources to confirm data provided by the Mapper or to obtain data not provided by the Mapper.



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Bald Eagle
Part 1 / Question 16 [100 or 500 Year Floodplain]	No
Part 1 / Question 20 [Remediation Site]	Yes
Part 1 / Question 21 [Disadvantaged Community]	Yes

Appendix A: Supplement to Question 2

Each of the below agencies are possible funders through the New York State African American Heritage Grant: Capital and Educational programs. The City of Newburgh applied for both grant programs in the August of 2026.

New York State Parks, Recreation and Historic Preservation
New York State Commission on African American History
New York State Department of State

Appendix B: Supplement to Question 15

According to the New York Natural Heritage Program, Bald Eagles typically nest near water in tall pine, spruce, fir, cottonwood, oak, poplar, or beech trees. A referral to NYSDEC is not required because the project will not remove trees in excess of ten (10) feet in height or four (4) feet in diameter. No trees of the aforementioned species will be removed. The project site is not in close proximity to the Hudson River.

Appendix C: Supplement to Question 17

Stormwater from wall and pavement underdrainage will be collected and conveyed through approximately 450 LF of 4-inch perforated Schedule 40 pipe and 200 LF of 6-inch HDPE pipe to four (4) 8-foot-diameter concrete drywells for subsurface infiltration, thereby eliminating the need for daylight outlets in lawn areas. No modifications to existing stormwater drainage features are proposed.

Appendix D: Supplement to Question 21

The project is a parkland memorial that will not emit air pollution, wastewater, odor, noise, or hazardous waste. During the construction process, all excavated fill will be disposed of in accordance with local, State and Federal regulations.

Appendix E: Site Plan Set



SITE LOCATION PLAN: NOT TO SCALE
ZONING DISTRICT: PK

NEWBURGH COLORED BURIAL GROUND REINTERMENT

100% DRAWING SET - NOT FOR CONSTRUCTION

CITY OF NEWBURGH RFP #18.22

DOWNING PARK, BETWEEN CARPENTER AVE & DUBOIS STREET, CITY OF NEWBURGH, ORANGE COUNTY, NEW YORK

MARCH 26, 2026

INDEX OF DRAWINGS

PAGE NO.	REV	SHEET NO.	DATE	DESCRIPTION
1		T001.00	3/26/26	TITLE SHEET
2		L001.00	3/26/26	GENERAL NOTES & LEGEND
3		L002.00	3/26/26	PLAN NOTES 1
4		L003.00	3/26/26	PLAN NOTES 2
5		G001.00	04/09/24	TOPOGRAPHIC SURVEY
6		L100.00	3/26/26	REMOVALS PLAN
7		L101.00	3/26/26	EROSION & SEDIMENT CONTROL PLAN
8		L102.00	3/26/26	EROSION & SEDIMENT CONTROL DETAILS
9		L200.00	3/26/26	MATERIALS PLAN
10		L201.00	3/26/26	SECTIONS
11		L202.00	3/26/26	RAMP ELEVATIONS 1
12		L203.00	3/26/26	RAMP ELEVATIONS 2
13		L300.00	3/26/26	GRADING PLAN
14		L400.00	3/26/26	LAYOUT PLAN
15		L401.00	3/26/26	HARDSCAPE ENLARGEMENT
16		L500.00	3/26/26	SOIL PLACEMENT & PLANTING PLAN
17		L601.00	3/26/26	SITE DETAILS 1
18		L602.00	3/26/26	SITE DETAILS 2
19		L603.00	3/26/26	SITE DETAILS 3
20		L604.00	3/26/26	SITE DETAILS 4
21		L605.00	3/26/26	SITE DETAILS 5
22		L606.00	3/26/26	SITE DETAILS 6
23		L607.00	3/26/26	SITE DETAILS 7

PRINT 100% AT 30" X 42"
1" = 10' AT FULL SIZE
0 10' 20'

© Studio HIP Landscape Architecture, PLLC

WARNING: It is a violation of New York law for any person, unless acting under the direction of a licensed architect, landscape architect, professional engineer, or land surveyor (if applicable) to alter any item shown on this document in any way. If a document or item bearing the seal of any such licensed professional is altered, the altering architect, landscape architect, professional engineer, or land surveyor shall affix to each altered item their seal with the notation "ALTERED BY" following their signature with the date and a specific description of each alteration.

NO.	REVISIONS			NO.	REVISIONS		
	BY:	CHK:	APP'D:		BY:	CHK:	APP'D:
	BY:	CHK:	APP'D:		BY:	CHK:	APP'D:
	BY:	CHK:	APP'D:		BY:	CHK:	APP'D:
	BY:	CHK:	APP'D:		BY:	CHK:	APP'D:

CLIENT:
CITY OF NEWBURGH
83 BROADWAY
NEWBURGH, NY 12550
O: 845.569.9400

NEWBURGH COLORED BURIAL GROUND REINTERMENT
DOWNING PARK
BETWEEN CARPENTER AVE & DUBOIS STREET
NEWBURGH, NY 12550

DESIGNED BY:	APPROVED BY:
DRAFTED BY: MP	DATE: 3/26/2026
CHECKED BY: EHF, JN, & GS	PROJECT NO. RFP #18.22

DRAWING TITLE: **TITLE SHEET**

SHEET NUMBER: **T001.00**

SUMMARY OF WORK

THE WORK SHALL BE AS SHOWN AND CALLED FOR IN THE CONTRACT DOCUMENTS AND SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING GENERAL ITEMS OF WORK:

- REMOVALS AND EXCAVATION
- FULL DEPTH ASPHALT PAVEMENT
- PAVEMENT - CONCRETE PAVERS
- PAVERS - CONCRETE & GRANITE
- ADA RAMPS WITH GRANITE WALLS AND CONCRETE FOOTINGS
- PARKING STRIPING AND ADA PARKING SIGNAGE
- SOILS INSTALLATION
- LANDSCAPE PLANTING
- METAL RAILINGS
- STONE BOLLARDS
- STONE BOULDER BENCHES

GENERAL NOTES

THE FOLLOWING NOTES SHALL APPLY THROUGHOUT. EXCEPTIONS ARE SPECIFICALLY NOTED ON EACH DRAWING.

1. THE CONTRACTOR SHALL FIELD VERIFY DIMENSIONS AND CONDITIONS OF THE SITE AND/OR BUILDING.

2. DRAWINGS ARE NOT TO BE SCALED. USE DIMENSIONS ONLY. DIMENSIONS AND CONDITIONS SHOWN AND ASSUMED ON THE DRAWINGS MUST BE VERIFIED AT THE SITE BY THE CONTRACTOR BEFORE ORDERING MATERIAL OR PERFORMING WORK. DISCREPANCIES IN THE DRAWINGS AND SPECIFICATIONS SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE. CHANGES TO DRAWINGS OR SPECIFICATIONS ARE NOT PERMISSIBLE WITHOUT THE WRITTEN CONSENT OF THE LANDSCAPE ARCHITECT. NO WORK SHALL PROCEED UNTIL SUCH DISCREPANCIES HAVE BEEN RECTIFIED.

3. WORK ON THESE DRAWINGS SHALL BE CONSIDERED NEW WORK WHETHER STATED OR NOT EXCEPT WHERE SPECIFICALLY NOTED AS "EXISTING TO REMAIN".

4. THE CONTRACTOR SHALL PERFORM CUTTING AND PATCHING REQUIRED TO COMPLETE THE WORK OR TO MAKE ITS PARTS FIT TOGETHER PROPERLY WITHOUT COMPROMISING THE QUALITY OF THE WORK.

5. COORDINATION OF WORK UNDER THIS CONTRACT SHALL BE MAINTAINED TO ENSURE THE QUALITY AND TIMELY COMPLETION OF THE WORK/PROJECT.

6. THE CONTRACTOR SHALL PATCH AND REPAIR DAMAGED OR EXPOSED SURFACES DUE TO CONTRACT WORK. NEWLY INSTALLED, PATCHED WORK AND AFFECTED AREAS SHALL BE PAINTED. PAINTING WORK SHALL BE PERFORMED TO COVER THE ENTIRE HORIZONTAL OR VERTICAL SURFACE TO THE CLOSEST CORNER IN ALL FOUR DIRECTIONS. COLOR TO MATCH EXISTING.

7. THE CONTRACTOR SHALL FURNISH AND INSTALL NEW MATERIALS AT NO ADDITIONAL COST TO THE CLIENT OR THE OWNER FOR THE FOLLOWING CONDITIONS:

   A) EXISTING WORK THAT HAS BEEN REMOVED OR DAMAGED IN ORDER TO PERFORM THE CONTRACT WORK.

   B) TO FURNISH THE WORK OF THIS CONTRACT IN WORKMANLIKE MANNER.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY BRACING AND PROTECTING WORK DURING CONSTRUCTION AGAINST DAMAGE, BREAKAGE, COLLAPSE, DISTORTIONS AND OFF-ALIGNMENTS ACCORDING TO CODES AND STANDARDS OF GOOD PRACTICE.

9. THE CONTRACTOR SHALL INCLUDE PREPARATORY AND ASSOCIATED SUPPLEMENTARY WORK TO PROVIDE A COMPLETE AND FINISHED INSTALLATION.

10. WHERE MANUFACTURER'S NAMES AND PRODUCT NUMBERS ARE INDICATED IN THE SPECIFICATIONS, IT SHALL BE CONSTRUED TO MEAN THE ESTABLISHMENT OF QUALITY AND PERFORMANCE STANDARDS OF SUCH ITEMS. PROPOSED SUBSTITUTIONS OF PRODUCTS MUST BE SUBMITTED TO THE OWNER'S REPRESENTATIVE FOR APPROVAL BEFORE THEY SHALL BE DEEMED EQUAL.

11. DIMENSIONS ON PLANS ARE INDICATED FROM SURFACE TO SURFACE, EXCLUSIVE OF FINISHES.

12. PROVIDE GUARDS, RAILS, BARRICADES, FENCES, SIDEWALK SHEDS, CATCH PLATFORMS, DECKING, NIGHT LIGHTING, ETC., AS REQUIRED BY NEW YORK STATE BUILDING CODE AND AS REQUIRED TO PROVIDE ADEQUATE PROTECTION.

13. THE CONTRACTOR SHALL KEEP WORK SITE FREE FROM DEBRIS AND ACCUMULATED REFUSE, AND SHALL HAVE SOLE RESPONSIBILITY FOR PROTECTING DANGEROUS AREAS FROM ENTRY BY UNAUTHORIZED PARTIES. SITE SHALL BE LEFT BROOM CLEAN AT THE END OF EACH WORK DAY.

14. THE CONTRACTOR SHALL, UNLESS OTHERWISE PROVIDED IN THE CONTRACT DOCUMENTS, SECURE AND PAY FOR REQUIRED INSPECTIONS, PERMIT(S), FEES, AND LICENSES NECESSARY FOR THE PROPER EXECUTION OF THE WORK.

15. THERE WILL BE NO CHANGE IN USE, EGRESS OR OCCUPANCY BECAUSE OF THE WORK OF THIS CONTRACT.

16. ADDITIONAL NOTES WHICH ARE APPLICABLE TO THIS PROJECT MAY BE FOUND THROUGHOUT THE CONTRACT DOCUMENTS.

17. WORK SHALL BE EXECUTED IN FULL COMPLIANCE WITH THE APPLICABLE PROVISIONS OF ALL LAWS, BY-LAWS, STATUTES, ORDINANCES, CODES, RULES, REGULATIONS AND LAWFUL ORDERS OF PUBLIC AUTHORITIES BEARING ON THE PERFORMANCE AND EXECUTION OF THE WORK. THE CONTRACTOR SHALL PROMPTLY NOTIFY THE OWNER'S REPRESENTATIVE OF ANY PORTIONS OF THE WORK, IN THE CONTRACT DOCUMENTS THAT ARE AT VARIANCE WITH THE ABOVE.

18. THESE DRAWINGS HAVE BEEN PREPARED BY OR AT THE DIRECTION OF THE UNDERSIGNED AND TO THE BEST OF THE UNDERSIGNED'S KNOWLEDGE, BELIEF AND PROFESSIONAL JUDGEMENT ARE IN COMPLIANCE WITH THE NYS CONSTRUCTION CODES, INCLUDING THE NEW YORK STATE ENERGY CONSERVATION CODE.

UTILITY NOTE

1. THE USER OF THESE DRAWINGS IS CAUTIONED THAT THE UNDERGROUND UTILITY LOCATIONS ARE NOT GUARANTEED, NOR IS THERE ANY GUARANTEE THAT EXISTING UTILITIES, WHETHER FUNCTIONAL OR ABANDONED WITHIN THE PROJECT, ARE SHOWN ON THESE DRAWINGS. PRIOR TO WORKING IN THE VICINITY OF UTILITIES, THE CONTRACTOR SHALL NOTIFY DIG SAFELY NEW YORK: 1-800-962-7962. THIS SHALL BE DONE AT LEAST TWO (2) BUT NOT MORE THAN TEN (10) WORKING DAYS PRIOR TO START OF WORK.

SITE ACCESS & STAGING

1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN UNIMPEDED FIRE EGRESS ROUTES IN ACCORDANCE WITH APPLICABLE CITY CODES.

PLUMBING & DRAINAGE NOTES

1. THE CONTRACTOR SHALL TEST ALL EXISTING DRAINAGE INFRASTRUCTURE PRIOR TO STARTING WORK TO IDENTIFY ANY CLOGS OF EXISTING DAMAGE. THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER OF ANY CLOGS OF DAMAGE DURING TESTING.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE OCCURRING DURING CONSTRUCTION TO ANY EXISTING DRAINAGE INFRASTRUCTURE PRIOR TO THE COMPLETION OF WORK AT THE SITE.

3. THE CONTRACTOR SHALL CLEAN ALL EXISTING DRAINAGE INFRASTRUCTURE PRIOR TO THE COMPLETION OF WORK AT THE SITE.

4. THE CONTRACTOR SHALL TEST ALL EXISTING DRAINAGE INFRASTRUCTURE AFTER THE SUBSTANTIAL COMPLETION OF WORK AT THE SITE TO ENSURE THE DRAINAGE INFRASTRUCTURE'S FUNCTIONALITY. IF ANY CLOGS OR DAMAGES ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER AND PROCEED WITH ANY ADDITIONAL CLEANING OR REPAIRS REQUIRED AT NO ADDITIONAL EXPENSE TO THE CITY OF NEWBURGH.

SYMBOLS

DETAIL DESIGNATION
X — DETAIL NUMBER
XXX — SHEET NUMBER

DOOR DESIGNATION
XXX — DOOR NUMBER

SECTION DESIGNATION
X — SECTION NUMBER
XXX — SHEET NUMBER

ELEVATION DESIGNATION
X — ELEVATION NUMBER
XXX — SHEET NUMBER

ORIGINAL SURVEY ABBREVIATIONS

ASPH..	ASPHALT
C.ST.	CONCRETE STEPS
CONC.	CONCRETE
C.C.	CONCRETE CURB
C.L.F.	CHAIN LINK FENCE
EN.EL.	ENTRANCE ELEVATION
G.	GATE
GR.	GRATE OF STRUCTURE
I.F.	IRON FENCE
TC/BC (6'H.)	TOP/BOTTOM OF CURB HEIGHT OF STRUCTURE

ORIGINAL SURVEY LEGEND

- E — ELECTRIC BOX
- EM — ELECTRIC METER
- UTILITY POLE
- GUY WIRE ANCHORAGE
- TREE (W/ DBH)
- TWIN TREES
- TRIPLET TREES (W/ DBH)
- QUADRUPLET TREES (W/ DBH)
- BENCH (VARIES)
- SIGN (DUAL & SINGLE)
- (F CLF) — CHAIN LINK FENCE 6'-0"
- (OE) — OVERHEAD ELECTRICAL LINE
- (ST) — STORM DRAIN PIPE
- (W) — WATER SUPPLY PIPE
- (E) — ELECTRICAL SUPPLY LINE
- 25 — MAJOR GRADING CONTOUR LINE
- 26 — MINOR GRADING CONTOUR LINE

LAYOUT LEGEND

- C.L.L. — CONTRACT LIMIT LINE
- TREE PIT WITH METAL EDGING
- STONE BOULDERS BENCHES
- GRANITE BOLLARDS
- POINT OF BEGINNING

EROSION & SEDIMENT CONTROL LEGEND

- C.L.L. — CONTRACT LIMIT LINE
- DL — DISTURBANCE LIMITS
- TCF — TEMPORARY CONSTRUCTION FENCE
- SF — SILT FENCE
- STABILIZED CONSTRUCTION ENTRANCE

REMOVALS LEGEND

- C.L.L. — CONTRACT LIMIT LINE
- EXISTING ITEM TO BE REMOVED
- SAW CUT LINE
- TREE PROTECTION
- REMOVE EXISTING ASPHALT PAVEMENT AND BASE TO ACCOMMODATE DEPTH OF NEW PAVEMENT AND AGGREGATE BASE
- REMOVE EXISTING CONCRETE AND BASE TO ACCOMMODATE DEPTH OF NEW PAVEMENT AND AGGREGATE BASE
- AREA OF EXCAVATION BELOW EXISTING LAWN AND BASED FOR PERMEABLE PAVING
- AREA OF EXCAVATION BELOW EXISTING LAWN AND BASE FOR MEADOW PLANTING
- AREA OF ADDITIONAL EXCAVATION BELOW EXISTING PAVEMENT AND BASE FOR GARDEN AREAS AND TREE PITS
- AREA OF ADDITIONAL EXCAVATION BELOW EXISTING PAVEMENT AND BASE FOR CONCRETE
- AREA OF HAND EXCAVATION UNDER DRIP LINE OF EXISTING TREES

MATERIALS LEGEND

- C.L.L. — CONTRACT LIMIT LINE
- FULL DEPTH ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- TYPE 1 PERMEABLE PAVERS
- TYPE 2 PERMEABLE PAVERS
- MEADOW PLANTING
- GARDEN AREA
- RESEEDED LAWN

GRADING LEGEND

- C.L.L. — CONTRACT LIMIT LINE
- EXISTING CONTOUR
- CONTOUR
- +56.25 — EXISTING SPOT ELEVATION
- +(56.25) — PROPOSED SPOT ELEVATION
- TC 58.29 + BC 58.19 + — TOP OF CURB | BOTTOM OF CURB
- TW 58.29 + BW 58.19 + — TOP OF WALL | BOTTOM OF WALL
- +FC 56.25 — TOP OF FLUSH CURB ELEVATION
- +RIM (56.25) — RIM ELEVATION
- +TG (56.25) — TOP OF GRATE ELEVATION
- +OF (56.25) — OVERFLOW ELEVATION
- +INV (56.25) — HIGH POINT

SOILS & PLANTING LEGEND

- C.L.L. — CONTRACT LIMIT LINE
- AREA OF TOPSOIL PLACEMENT
- AREA OF SAND BASED STRUCTURAL SOIL PLACEMENT
- SHADE TREE
- UNDERSTORY TREE
- SHRUB
- PERENNIAL
- EXISTING TREE

PROJECT:

NEWBURGH

COLORED BURIAL GROUND REINTERMENT
CITY OF NEWBURGH RFP #18.22

DOWNING PARK
BETWEEN CARPENTER AVE & DUBOIS STREET
NEWBURGH, NY 12550

CLIENT:

CITY OF NEWBURGH
83 BROADWAY
NEWBURGH, NY 12550
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1" = 10' AT FULL SIZE
0 10' 20'

100% DRAWING SET
NOT FOR CONSTRUCTION

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REVISION No.	DATE	DESCRIPTION

DRAWING TITLE:

GENERAL NOTES & LEGEND

DATE:	3/26/2026	**DRAWN BY:**	MP
SCALE:	AS SHOWN	**CHECKED BY:**	EHF, JN, & GS
DOB SIGN OFF:		**SEAL:**	

DRAWING No: L001.00

SHEET No: 02 of 23

100% DRAWING SET - NOT FOR CONSTRUCTION

SURVEY NOTES

1. LOCATIONS, EXTENT AND SIZES OF UNDERGROUND UTILITIES AND SUBSTRUCTURES HAVE BEEN DETERMINED FROM RECORD INFORMATION, SUPPLEMENTED BY DATA OBTAINED IN THE FIELD. ACCURACY OF THIS UTILITY DATA IS NOT GUARANTEED, NOR IS THERE ANY GUARANTEE THAT ALL EXISTING UTILITIES AND SUBSTRUCTURES, WHETHER FUNCTIONAL OR ABANDONED, ARE SHOWN ON THIS MAP. VERIFICATION OF SIZE OF PIPE, DIRECTION OF FLOW, PIPE INVERT AND LOCATION IS MANDATORY BEFORE THE START OF CONSTRUCTION.
2. INFORMATION ON THE SURVEY THAT PERTAINS TO THE PROPERTY LINE IS FOR REFERENCE ONLY.
3. "ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S BLUE INKED OR EMBOSSED SEAL SHALL BE CONSIDERED TO BE A TRUE VALID COPY"
4. "UNAUTHORIZED ALTERATIONS OR ADDITION TO A LAND SURVEYING DRAWING BEARING A LICENSED PROFESSIONAL LAND SURVEYOR'S SEAL IS A VIOLATION OF ARTICLE 145, SECTION 7209, PARAGRAPH 2 OF THE NEW YORK STATE EDUCATION LAW"

NOTES & DISCLAIMERS:

1. THE **SURVEY IS FOR REFERENCE ONLY.**
2. CONSULT WITH THE CITY OF NEWBURGH BEFORE DESIGNING, INSTALLING OR MODIFYING NEW OR EXISTING CURBS, WALKS OR ROADWAYS IN THE STREETS SHOWN HEREON.
3. THE SURVEYOR DOES NOT CERTIFY AS TO THE ACCURACY OR COMPLETENESS OF THE SUBSURFACE INFORMATION AND USERS OF THIS SURVEY AGREE TO HOLD THE SURVEYOR HARMLESS FOR SAME. THE LOCATION OF SAID UTILITIES SHOULD BE CONSIDERED APPROXIMATE AND MUST BE CONFIRMED BY THE USER OF THIS SURVEY PRIOR TO CONSTRUCTION.
4. NO SUBSURFACE UTILITY INFORMATION WITHIN THE PROPERTY IS SHOWN. CONTACT DIG SAFELY NEW YORK TO HAVE ALL SUBSURFACE UTILITY INFORMATION WITHIN THE PROPERTY MARKED OUT PRIOR TO CONSTRUCTION. THE SURVEYOR WILL NOT BE LIABLE OR HELD RESPONSIBLE FOR DAMAGES TO SUBSURFACE UTILITIES EITHER WITHIN OR OUTSIDE THE SURVEYED PROPERTY DUE TO CONSTRUCTION.
5. THE USER OF THE SURVEY EXPRESSLY UNDERSTANDS AND AGREES THAT THE SURVEYOR MAKES NO CLAIM AND DOES NOT GUARANTEE THAT THE SEWERS SHOWN HEREON ARE PUBLIC OR THAT ANY PROPERTIES SHOWN ON THIS SURVEY WILL BE ABLE TO CONNECT TO SAME.
6. THE OFFSETS OR DIMENSIONS SHOWN FROM THE STRUCTURES TO THE PROPERTY LINES ARE FOR A SPECIFIC PURPOSE AND USE AND THEREFORE ARE NOT INTENDED TO GUIDE THE ERECTION OF FENCES, RETAINING WALLS, POOLS, PLANTING AREAS, ADDITIONS TO STRUCTURES AND OTHER CONSTRUCTION.
7. PLEASE CONTACT APPROPRIATE UTILITY FOR GAS MAIN INFORMATION.
8. THE EXISTENCE OF RIGHT OF WAYS AND/OR EASEMENTS OF RECORD, IF ANY, NOT SHOWN ARE NOT CERTIFIED.
9. "STUDIO HIP" TAKES NO RESPONSIBILITY FOR THE ACCURACY OF THE SURVEY.

GENERAL CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL PROTECT EXISTING PROPERTY LINE MONUMENTATION. ANY MONUMENTATION DISTURBED OR DESTROYED, AS JUDGED BY THE ENGINEER OR OWNER, SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE AND UNDER THE SUPERVISION OF A NEW YORK STATE LICENSED LAND SURVEYOR.
2. NOTIFY LANDSCAPE ARCHITECT 48 HOURS PRIOR TO INITIALIZATION OF ANY WORK ON SITE.
3. THE OWNER'S REPRESENTATIVE SHALL BE NOTIFIED IN WRITING OF ANY CONDITIONS THAT VARY FROM THOSE SHOWN ON THE PLANS. THE CONTRACTOR'S WORK SHALL NOT VARY FROM THE PLANS WITHOUT PRIOR REVIEW FROM THE OWNER'S REPRESENTATIVE.
4. CONTRACTOR IS RESPONSIBLE FOR EMPLOYING AND MAINTAINING ALL TRAFFIC CONTROL AND SAFETY MEASURES DURING CONSTRUCTION. A DETAILED MAINTENANCE AND PROTECTION OF TRAFFIC PLAN SHALL BE SUBMITTED FOR APPROVAL TO THE CITY OF NEWBURGH BEFORE BEGINNING CONSTRUCTION. COORDINATE WITH CITY POLICE AND FIRE DEPARTMENT FOR ROAD CLOSURES.
5. CONTRACTOR IS RESPONSIBLE FOR PROPERLY & SAFELY MAINTAINING AREA BETWEEN ALL ADJOINING PROPERTIES.
6. NO WORK, STORAGE OR TRESPASS SHALL BE PERMITTED BEYOND THE SITE PROPERTY LINES OR PUBLIC RIGHT-OF-WAY.
7. ALL EXISTING LAWN AREA, CURBING, PAVING, SIDEWALKS, CULVERTS OR OTHER PUBLIC OR PRIVATE PROPERTY DAMAGED BY TRENCHING OR EXCAVATION OPERATIONS SHALL BE REPLACED OR REPAIRED TO A CONDITION EQUAL TO EXISTING, AS DESCRIBED IN CONTRACT DOCUMENTS OR AS ORDERED BY THE OWNER'S REPRESENTATIVE. MAILBOXES, SIGN POSTS, ETC SHALL BE PROTECTED OR REMOVED AND REPLACED EXACTLY AS THEY WERE BEFORE BEING DISTURBED. REMOVE AND REPLACE AFFECTED CURBING AND SIDEWALKS TO NEAREST JOINT. REMOVE PAVEMENT AND REPLACE TO SAW CUT LINE, SAW CUT IN STRAIGHT LINE TO POINT NEEDED TO BLEND GRADE, REMOVE LAWN AND REPLACE TO MINIMUM LIMIT OF EXCAVATION.
8. CONTRACTOR SHALL EVALUATE EXISTING CONDITIONS OF ALL STORMWATER CATCH BASINS IDENTIFIED FOR SEDIMENT PROTECTION AND REPORT TO THE LANDSCAPE ARCHITECT BEFORE BEGINNING CONSTRUCTION AND ESTABLISHING SEDIMENT CONTROLS.

STREETSCAPE STANDARDS NOTES:

1. REPAIR OF THE CURBS AND SIDEWALKS WILL REQUIRE COMPLIANCE WITH THE CITY'S STREETSCAPE STANDARDS. THE CITY OF NEWBURGH STANDARDS DETAILS SHALL TAKE PRECEDENT OVER THE LAYOUT DEPICTED IN THE SITE PLAN.
2. PROJECTS THAT AFFECT A SUBSTANTIAL PORTION OF A CITY STREET, OR THAT INVOLVE MULTIPLE CONTIGUOUS PROPERTIES, SHALL BE REQUIRED TO IMPLEMENT THE FULL SPECTRUM OF THE CITY OF NEWBURGH STREETSCAPE STANDARDS. THIS INCLUDES, BUT IS NOT LIMITED TO CURB REPLACEMENT, SIDEWALK REPLACEMENT, STREET TREES, AND BIOSWALES, INCLUDING SEPARATION OF STORM SEWERS FROM THE COMBINED SEWERS WHERE APPROPRIATE.
3. SMALL-SCALE PROJECTS THAT ARE RELATED TO A SINGLE PROPERTY ARE REQUIRED TO ADHERE TO THE CITY STREETSCAPE STANDARDS, AND ARE GENERALLY EXEMPT FROM THE REQUIREMENTS TO INSTALL BIOSWALES AND ASSOCIATED SEPARATION OF STORM SEWERS FROM THE COMBINED SEWER INFRASTRUCTURE. THE ADDITION OF PERVIOUS SURFACES ARE ALWAYS ENCOURAGED. ADDITIONALLY, UTILITY SERVICE WORK, WHERE EXCAVATIONS EXCEED A DISTURBANCE OF EIGHT (8) FEET OF THE SIDEWALK AND/OR CURB LENGTH, PERPENDICULAR TO THE STREET, SHALL REQUIRE REPLACEMENT IN ACCORDANCE WITH THE CITY OF NEWBURGH STREETSCAPE STANDARDS, BUT SHALL BE EXEMPT FROM THE REQUIREMENT OF BIOSWALES AND ASSOCIATED COMBINED SEWER MITIGATION INFRASTRUCTURE.

REMOVAL NOTES:

1. REFER TO REQUIREMENTS OUTLINED IN THE EROSION & SEDIMENT CONTROL PLANS & NOTES PRIOR TO COMMENCEMENT OF WORK.
2. CONFORM TO APPLICABLE CODE AND PERMIT REQUIREMENTS FOR REMOVAL OF STRUCTURES, SAFETY OF ADJACENT STRUCTURES, DUST CONTROL, RUNOFF CONTROL, AND HAULING DISPOSAL AND STORAGE OF DEBRIS.
3. PROVIDE, ERECT AND MAINTAIN TEMPORARY BARRIERS AND SECURITY DEVICES AS NEEDED.
4. MAINTAIN EXISTING UTILITIES TO REMAIN IN SERVICE AND PROTECT THEM AGAINST DAMAGE DURING SELECT DEMOLITION OPERATIONS. DO NOT INTERRUPT EXISTING UTILITIES SERVING OPERATING FACILITIES, EXCEPT WHEN AUTHORIZED IN WRITING BY OWNER AND AUTHORITIES HAVING JURISDICTION.
5. NOTIFY ADJACENT OWNERS OF WORK THAT MAY AFFECT THEIR PROPERTY, POTENTIAL NOISE, UTILITY OUTAGE, OR DISRUPTION. COORDINATE WITH OWNER.
6. LOCATE AND IDENTIFY ALL EXISTING UTILITIES WITHIN THE CONSTRUCTION AREA. DISCONNECT AND SEAL OR CAP OFF UTILITY SERVICES THAT WILL BE AFFECTED BY THIS PROJECT. NOTIFY AFFECTED UTILITY COMPANIES BEFORE STARTING WORK AND COMPLY WITH THEIR REQUIREMENTS. VERIFY THAT UTILITIES HAVE BEEN DISCONNECTED AND CAPPED.
7. DEMOLISH AND REMOVE COMPONENTS IN AN ORDERLY AND CAREFUL MANNER.
8. PROTECT EXISTING FEATURES THAT ARE NOT TO BE REMOVED.
9. CONDUCT OPERATIONS WITH MINIMUM INTERFERENCE TO PUBLIC OR PRIVATE ACCESSES.
10. MAINTAIN EGRESS AND ACCESS AT ALL TIMES. DO NOT CLOSE OR OBSTRUCT ROADWAYS OR SIDEWALK WITHOUT PERMITS. COORDINATE WITH AUTHORITY HAVING JURISDICTION.
11. CEASE OPERATIONS IMMEDIATELY IF ADJACENT STRUCTURES APPEAR TO BE IN DANGER. NOTIFY AUTHORITY HAVING JURISDICTION.
12. ROUGH GRADE AND COMPACT AREAS AFFECTED BY DEMOLITION TO MAINTAIN SITE GRADES AND CONTOURS, AND PROVIDE POSITIVE DRAINAGE.
13. FIELD VERIFY EXISTING CONDITIONS AND CORRELATE WITH REQUIREMENTS INDICATED ON REMOVALS PLAN TO DETERMINE EXTENT OF SELECTIVE REMOVALS REQUIRED.
14. CONDUCT REMOVALS OPERATIONS TO PREVENT INJURY TO PEOPLE AND DAMAGE ADJACENT BUILDINGS AND FACILITIES TO REMAIN. ENSURE SAFE PASSAGE OF PEOPLE AROUND SELECTIVE REMOVALS AREA.
15. USE WATER MIST, TEMPORARY ENCLOSURES AND OTHER SUITABLE METHODS TO LIMIT THE SPREAD OF DUST AND DIRT. COMPLY WITH GOVERNING ENVIRONMENTAL PROTECTION REGULATIONS. DO NOT USE WATER WHEN IT MAY DAMAGE EXISTING CONSTRUCTION, SUCH AS CAUSING ICING, FLOODING, AND TRANSPORTING POLLUTANTS.
16. CLEAN ADJACENT STRUCTURES AND IMPROVEMENTS OF DUST, DIRT AND DEBRIS CAUSED BY SELECTION DEMOLITION OPERATIONS. RETURN ADJACENT AREAS TO CONDITION EXISTING BEFORE START OF DEMOLITION.
17. PROMPTLY DISPOSE OF DEMOLISHED MATERIALS. ALL DEBRIS RESULTING FROM DEMOLITION ACTIVITIES SHALL BE DISPOSED OF OFF-SITE AT AS FACILITY APPROVED TO RECEIVE THE DEBRIS. DO NOT ALLOW DEMOLISHED MATERIALS TO ACCUMULATE ON-SITE. DO NOT BURN DEMOLISHED MATERIALS ON-SITE.
18. REMOVE AND TRANSPORT DEBRIS IN A MANNER THAT WILL PREVENT SPILLAGE ON ADJACENT SURFACES AND AREAS.
19. ALL WATER MAIN WORK SHALL BE COORDINATED WITH THE CITY OF NEWBURGH WATER DEPARTMENT BEFORE CONSTRUCTION.

GRADING NOTES:

1. PRIOR TO SITE DISTURBANCE, CONTRACTOR TO INSTALL EROSION & SEDIMENT CONTROL MEASURES.
2. ALL EARTHWORK SHALL BE SMOOTHLY AND EVENLY BLENDED INTO EXISTING CONDITIONS. NO WORK, STORAGE OR TRESPASS SHALL BE PERMITTED BEYOND THE BOUNDARIES OF ANY EASEMENT OR PROPERTY LINE.
3. RAISE ALL EXISTING UTILITY COVERS TO MATCH PROPOSED GRADES FLUSH.

PAVING NOTES:

1. NO VEHICULAR TRAFFIC OF ANY SORT SHALL BE PERMITTED ON THE SURFACE OF SUBBASE COURSE MATERIAL ONCE IT HAS BEEN FINE GRADED, COMPACTED, AND IS READY FOR PAVING. SUBBASE MATERIAL SO PREPARED FOR PAVING SHALL BE PAVED WITHIN THREE DAYS OF PREPARATION.
2. SUBBASE MATERIAL AND THE VARIOUS ASPHALT CONCRETE MATERIALS CALLED FOR IN THESE SHALL WITH THE REFERENCED SECTION OF THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS, DATED JANUARY 1, 2016, INCLUDING ALL REVISIONS AND ADDENDUMS. CONSTRUCTION SHALL BE AS FURTHER SET FORTH IN THOSE SPECIFICATIONS AND AS OTHERWISE PROVIDED FOR IN THESE DRAWINGS.
3. PLACE ASPHALT CONCRETE MIXTURE ON PREPARED SURFACE, SPREAD AND STRIKE-OFF USING A SELF-PROPELLED PAVING MACHINE, WITH VIBRATING SCREED. PLACEMENT INACCESSIBLE AND SMALL AREAS MAY BE BY HAND.
4. PROVIDE JOINTS BETWEEN OLD AND NEW PAVEMENTS OR BETWEEN SUCCESSIVE DAY'S WORK.
5. TACK COAT WHEN SPECIFIED OR CALLED OUT ON THE DRAWINGS OR REQUIRED BY THE REFERENCED SPECIFATION SHALL CONFORM WITH THE FOLLOWING:
   - A. TACK COAT SHALL MEET THE MATERIAL REQUIREMENTS OF 702-90 ASPHALT EMULSION FOR TACK COAT OF THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS, DATED JANUARY 1, 2016, SHALL BE APPLIED IN ACCORDANCE WITH SECTION 407 - TACK COAT SHALL BE IN ACCORDANCE WITH THOSE SPECIFICATIONS AND AS OTHERWISE PROVIDED FOR IN THESE DRAWINGS.
   - B. REMOVE LOOSE AND FOREIGN MATERIAL FROM ASPHALT SURFACE BEFORE PAVING NEXT COURSE. USE POWER BROOMS, BLOWERS OR HAND BROOM.
   - C. APPLY TACK COAT TO ASPHALT PAVEMENT SURFACES AND SURFACES OF CURBS BELOW PAVEMENT LEVEL, GUTTERS, MANHOLES, AND OTHER STRUCTURES PROJECTING INTO OR ABUTTING PAVEMENT. DRY TO A "TACKY" CONSISTENCY BEFORE PAVING.
   - D. TACK COAT ENTIRE VERTICAL SURFACE OF ABUTTING EXISTING PAVEMENT.
6. AFTER COMPLETION OF PAVING AND SURFACING OPERATIONS, CLEAN SURFACES OF EXCESS OR SPILLED ASPHALT, GRAVEL OR STONE MATERIALS TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE.

EROSION AND SEDIMENT CONTROL NOTES:

1. NOTIFY 811 AT LEAST FORTY-EIGHT (48) HOURS, EXCLUDING THE DAY OF THE NOTIFICATION, BEFORE ANY GROUND DISTURBANCE HAS COMMENCED AND HAVE THE UNDERGROUND UTILITIES MARKED OUT. WAIT FOR THE AFFECTED UTILITY OPERATORS TO RESPOND, AND THEN CONFIRM THE UTILITIES HAVE BEEN ACCURATELY LOCATED. RESPECT THE IDENTIFIED LOCATIONS AND DIG ACCORDINGLY, TAKING PRECAUTIONS, ESPECIALLY WITHIN THE KNOWN TOLERANCE ZONE. IN THE EVENT MARK OUTS CANNOT BE MAINTAINED AND/OR GROUND DISTURBANCE CONTINUES LONGER THAN TEN (10) DAYS, NOTIFY 811 AND REQUEST A REMARK.
2. THE APPROVED EROSION AND SEDIMENT CONTROL PLAN AND/OR STORMWATER POLLUTION PREVENTION PLAN ("SWPPP"), IF APPLICABLE, SHALL NOT BE CONSTRUED TO PROHIBIT THE STATE OF NEW YORK FROM EXERCISING ANY AUTHORITY PURSUANT TO THE ENVIRONMENTAL CONSERVATION LAW, COMMON LAW, OR FEDERAL LAW. ADDITIONALLY, NEW YORK STATE SHALL NOT BE PROHIBITED FROM TAKING ANY MEASURES, WHETHER CIVIL OR CRIMINAL, TO PREVENT VIOLATIONS OF THE LAWS OF THE STATE OF NEW YORK, OR PROTECT THE PUBLIC HEALTH AND SAFETY AND/OR THE ENVIRONMENT.
3. AUTHORIZED REPRESENTATIVES FROM ANY REGULATORY AGENCIES HAVING JURISDICTION MAY ENTER AND INSPECT, AT REASONABLE TIMES, UPON PRESENTATION OF VALID CREDENTIALS TO ENSURE COMPLIANCE WITH SECTION 402 OF THE CLEAN WATER ACT AND ARTICLE 17 OF THE ENVIRONMENTAL CONSERVATION LAW.
4. EROSION AND SEDIMENT CONTROL PRACTICES AND POLLUTION PREVENTION MEASURES, COLLECTIVELY KNOWN AS BEST MANAGEMENT PRACTICES ("BMPS"), SHALL BE INSTALLED PRIOR TO ANY GROUND DISTURBANCE. INSTALLATION SHALL BE IN ACCORDANCE WITH THE APPROVED EROSION AND SEDIMENT CONTROL PLAN(S), SWPPP, IF APPLICABLE, AND THE LATEST EDITION OF THE NEW YORK STATE STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL.
5. ACTIVE DISTURBANCE SHALL BE LIMITED TO A FIVE (5) ACRE MAXIMUM AT ANY TIME, UNLESS AUTHORIZATION FOR A LARGER DISTURBANCE BY THE NYSDEC IS GRANTED.
6. CLEARING, GRUBBING, AND/OR STRIPPING OF TOPSOIL SHALL BE LIMITED TO THOSE AREAS DESCRIBED IN EACH STAGE OF THE CONSTRUCTION SEQUENCE. THE AFOREMENTIONED SCOPE OF WORK MAY NOT COMMENCE IN ANY STAGE OF THE CONSTRUCTION SEQUENCE UNTIL THE BMPS SPECIFIED HAVE BEEN INSTALLED AND ARE FUNCTIONING AS DESCRIBED IN THE APPROVED EROSION AND SEDIMENT CONTROL PLAN, STORMWATER POLLUTION PREVENTION PLAN ("SWPPP"), IF APPLICABLE, AND/OR THE LATEST EDITION OF THE NEW YORK STATE STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL.
7. ALL GROUND DISTURBANCE ACTIVITIES SHALL PROCEED IN ACCORDANCE WITH THE CONSTRUCTION SEQUENCE PROVIDED ON THE EROSION AND SEDIMENT CONTROL PLAN. DEVIATION FROM THAT CONSTRUCTION SEQUENCE MUST BE APPROVED IN WRITING FROM THE LOCAL STORMWATER MANAGEMENT OFFICER AND/OR THE NYSDEC PRIOR TO IMPLEMENTATION.
8. INSPECTION AND MAINTENANCE MUST BE PERFORMED AS NECESSARY TO ENSURE THE INTEGRITY AND EFFECTIVENESS OF INSTALLED BMPS. A TRAINED CONTRACTOR, AT AMINIMUM HAVING CURRENT CREDENTIALS FOR THE NYSDEC 4-HOUR EROSION AND SEDIMNET CONTROL TRAINING, SHALL INSPECT BMPS WITHIN THE ACTIVE WORK AREA DAILY AND AFTER EVERY STORMWATER EVENT, THAT GENERATES RUNOFF. A SIMILARLY QUALIFIED INSPECTOR SHALL INSPECT BMPS AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS. IN THE EVENT DEFICIENCIES ARE IDENTIFIED, THE CONTRACTOR SHALL BEGIN IMPLEMENTING THE NECESSARY CORRECTIVE ACTIONS WITHIN ONE (1) BUSINESS DAY AND COMPLETE CORRECTIVE ACTIONS IN A REASONABLE TIMEFRAME.
9. DUST CONTROL SHALL BE IMPLEMENTED DURING PERIODS OF DRY WEATHER TO PREVENT AIRBORNE MIGRATION OF SOIL PARTICLES. APPROPRIATE DUST CONTROL MAY UTILIZE VEGETATIVE COVER, MULCH, OR SPRINKLING WITH WATER.
10. RE-STABILIZE DISTURBED AREAS AS SOON AS POSSIBLE AFTER CONSTRUCTION IS COMPLETED, INITIATED BY THE END OF THE NEXT BUSINESS DAY AND COMPLETED WITHIN FOURTEEN (14) DAYS. WAITING UNTIL ALL DISTURBED AREAS ARE READY FOR STABILIZATION IS UNACCEPTABLE.
11. TEMPORARY STABILIZATION VIA SEEDING SHALL OCCUR IN ACCORDANCE WITH THE TEMPORARY SEEDING SCHEDULE, GENERALLY SOWN IN SPRING, MARCH THROUGH MAY, AND/OR FALL, SEPTEMBER THROUGH OCTOBER, APPLICATION INTO NOVEMBER IS PERMISSIBLE SHOULD RYE BE UTILIZED. DURING SUMMER MONTHS, JUNE THROUGH AUGUST, AND WINTER MONTHS, DECEMBER THROUGH FEBRUARY, WHEN SEEDING IS FOUND TO BE IMPRACTICABLE, MULCHING ONLY SHALL BE IMPLEMENTED. MULCH THE AREA WITH HAY OR STRAW AT A RATE OF TWO (2) TONS PER ACRE, APPROXIMATELY NINETY (90) LBS. PER 1000 SQ. FT. OR TWO (2) BALES. MULCH ANCHORING WILL BE REQUIRED WHERE WIND OR AREAS OF CONCENTRATED WATER ARE OF CONCERN.
12. PRIOR TO TEMPORARY STABILIZATION, THE AREA SHALL BE ROUGH GRADED AND CONSTRUCTED SLOPES PHYSICALLY STABLE. LARGE DEBRIS AND ROCKS SHALL BE REMOVED.
13. PERMANENT STABILIZATION VIA SEEDING SHALL BE IN ACCORDANCE WITH THE PERMANENT SEEDING SCHEDULE, GENERALLY SOWN FROM MARCH THROUGH MAY OR SEPTEMBER THROUGH OCTOBER, NOVEMBER IF RYE IS UTILIZED. DURING SUMMER MONTHS, JUNE THROUGH AUGUST, AND WINTER MONTHS, DECEMBER THROUGH FEBRUARY, WHEN SEEDING IS FOUND TO BE IMPRACTICABLE, MULCHING ONLY SHALL BE IMPLEMENTED. PERMANENT STABILIZATION VIA SEEDING MAY BE UNDERTAKEN DURING THE SUMMER MONTHS IF PLANS PROVIDE FOR ADEQUATE WATERING. MULCH THE AREA WITH STRAW AT A RATE OF TWO (2) TONS PER ACRE, APPROXIMATELY NINETY (90) LBS. PER 1000 SQ. FT. OR TWO (2) BALES. MULCH ANCHORING WILL BE REQUIRED WHERE WIND OR AREAS OF CONCENTRATED WATER ARE OF CONCERN.
14. PRIOR TO PERMANENT STABILIZATION, ROUGH GRADE OF CONSTRUCTED SLOPES SHALL BE SCARIFIED AND LOOSENED TO A MINIMUM DEPTH OF FOUR (4) INCHES WITH MECHANICAL RAKES PRIOR TO PLACING TOPSOIL. TOPSOIL SHALL BE SPREAD TO A LOOSELY COMPACTED UNIFORM MINIMUM THICKNESS OF FOUR (4) INCHES. TOPSOIL SURFACE SHALL BE FINELY GRADED AND LOOSENED BY MECHANICAL RAKES, AS NEEDED, TO ENSURE SEED ACCEPTANCE AND SEED TO SOIL CONTACT. IT SHALL NOT BE PLACED WHEN IT IS PARTLY FROZEN, MUDDY, SATURATED, OR ON FROZEN SLOPES OR OVER ICE, SNOW, OR STANDING WATER PUDDLES.
15. THE INTEGRITY AND EFFECTIVENESS OF TEMPORARY BMPS SHALL BE MAINTAINED AND NOT REMOVED UNTIL ALL GROUND DISTURBANCE TRIBUTARY TO THEM ARE PERMANENTLY STABILIZED, E.G. EIGHTY (80) PERCENT UNIFORM DENSITY OF PERMANENT VEGETATION OR A PERMANENT APPLICATION OF AN ALTERNATIVE GROUNDCOVER IN ACCORDANCE WITH THE APPROVED SITE PLAN.
16. IMMEDIATELY UPON DISCOVERING UNFORESEEN CIRCUMSTANCES POSING THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT MIGRATION, THE LOCAL STORMWATER MANAGEMENT OFFICER, THEIR INSPECTOR, AND/OR THE NYSDEC SHALL BE NOTIFIED AND APPROPRIATE BMPS SHALL BE IDENTIFIED AND INSTALLED.
17. ADDITIONAL BMPS MAY BE REQUIRED BY THE LOCAL STORMWATER MANAGEMENT OFFICER, THEIR INSPECTOR, AND/OR THE NYSDEC DEPENDENT UPON FIELD CONDITIONS. ANY ADDITIONAL BMPS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE NEW YORK STATE STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL.

GENERAL LANDSCAPING NOTES:

1. THE LANDSCAPE CONTRACTOR SHALL CAREFULLY COORDINATE CONSTRUCTION ACTIVITIES WITH THAT OF THE EARTHWORK CONTRACTOR AND OTHER SITE DEVELOPMENT.
2. THE CONTRACTOR SHALL VERIFY DRAWING DIMENSIONS WITH ACTUAL FIELD CONDITIONS AND INSPECT RELATED WORK AND ADJACENT SURFACES. THE CONTRACTOR SHALL VERIFY THE ACCURACY OF ALL FINISH GRADES WITHIN THE WORK AREA. THE CONTRACTOR SHALL REPORT TO THE OWNER'S REPRESENTATIVE ALL CONDITIONS WHICH PREVENT PROPER EXECUTION OF THIS WORK.
3. THE EXACT LOCATION OF ALL EXISTING UTILITIES, STRUCTURES AND UNDERGROUND UTILITIES, WHICH MAY NOT BE INDICATED ON THE DRAWINGS, SHALL BE DETERMINED BY THE CONTRACTOR. THE CONTRACTOR SHALL PROTECT EXISTING STRUCTURES AND UTILITY SERVICES AND IS RESPONSIBLE FOR THEIR REPLACEMENT IF DAMAGED.
4. THE CONTRACTOR SHALL KEEP THE PREMISES FREE FROM RUBISH AND ALL DEBRIS AT ALL TIMES AND SHALL ARRANGE MATERIAL STORAGE SO AS NOT TO INTERFERE WITH THE OPERATION OF THE PROJECT. ALL UNUSED MATERIALS, RUBBISH AND DEBRIS SHALL BE REMOVED FROM THE SITE.
5. NO TREES OR SHRUBS SHALL BE PLANTED ON EXISTING OR PROPOSED UTILITY LINES.
6. QUALITY ASSUANCE:
   - A. NOMENCLATURE: PLANT NAMES SHALL CONFORM TO THE LATEST EDITION OF "STANDARDIZED PLANT NAMES" AS ADOPTED BY THE AMERICAN JOINT COMMITTEE ON HORTICULTURAL NOMENCLATURE.
   - B. SIZE AND GRADING: PLANT SIZES AND GRADING SHALL CONFORM TO THE LATEST EDITION OF "AMERICAN STANDARD FOR NURSERY STOCK" AS SPONSORED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, INC (AAN), UNLESS OTHERWISE SPECIFIED.
   - C. NURSERY SOURCE: OBTAIN FRESHLY DUG, HEALTHY, VIGOROUS PLANTS NURSERY GROWN UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE IN THE LOCALITY OF THE PROJECT FOR A MINIMUM OF 2 YEARS. PLANTS SHALL HAVE BEEN LINED OUT IN ROWS, ANNUALLY CULTIVATED, SPRAYED, PRUNED AND FERTILIZED IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICE. ALL PLANTS HALL BEEN TRANSPLANTED OR ROOT PRUNED AT LEAST ONCE IN THE PAST 3 YEARS. BALLED AND BURLAPPED PLANTS MUST COME FROM SOIL WHICH WILL HOLD A FIRM ROOT BALL. HEELED IN PLANTS AND PLANTS FROM COLD STORAGE ARE NOT ACCEPTABLE.
   - D. SUBSTITUTIONS: DO NOT MAKE SUBSTITUTIONS OF TREES AND/OR SHRUB MATERIALS. IF REQUIRED LANDSCAPE MATERIAL IS NOT OBTAINABLE, SUBMIT PROOF OF NON-AVAILABILITY AND PROPOSAL FOR USE OF EQUIVALENT MATERIAL. WHEN AUTHORIZED, ADJUSTMENTS OF CONTRACT AMOUNT (IF ANY) WILL BE MADE BY CHANGE ORDER.

7. SEEDING & PLANTING SEASONS AND TIMING CONDITIONS:
   - A. UNLESS OTHERWISE DIRECTED IN WRITING, SEED LAWNS FROM MARCH 15 TO JUNE 15, AND FROM AUGUST 15 TO OCTOBER 15.
   - B. UNLESS OTHERWISE DIRECTED IN WRITING PLANT TREES AND SHRUBS FROM MARCH 15 TO JUNE 1, AND FROM AUGUST 15 TO OCTOBER 15.
   - C. AREAS UNDERGOING CLEARING OR GRADING AND ANY AREAS DISTURBED BY CONSTRUCTION ACTIVITIES WHERE LAWNS OR PLANTINGS ARE TO BE ESTABLISHED AND WORK IS COMPLETE, SHALL BE RESTORED WITH PERMANENT VEGETATIVE COVER AS SOON AS SITE AREAS ARE AVAILABLE AND WITHIN 14 DAYS AFTER WORK IS COMPLETE; WORK SHALL BE WITHIN THE SEASONAL LIMITATIONS FOR EACH KIND OF LANDSCAPE WORK REQUIRED. PROVIDE STABILIZATION WITH TEMPORARY VEGETATIVE COVER (TOPSOIL AND TEMPORARY COVER SEED MIX) WITHIN 14 DAYS AFTER WORK IS COMPLETE, FOR SEEDING OUTSIDE PERMITTED SEEDING PERIODS.

8. EXECUTION:
   - A. LANDSCAPE WORK SHALL BE UNDERTAKEN AS SOON AS SITE AREAS ARE AVAILABLE.
   - B. TOPSOIL SHALL BE SPREAD NO LESS THAN 4" OVER SUB-GRADE MATERIAL. SOIL AMENDMENTS SHALL BE THOROUGHLY MIXED INTO THE TOP 4" OF TOPSOIL, FOLLOWING THE SPECIFICATIONS STATED BELOW.
   - C. PERFORM FINE GRADING TO FINISHED ELEVATION ONLY IMMEDIATELY PRIOR TO PLANTING. PLANTING AREAS SHALL BE GRADED TO A SMOOTH, EVEN SURFACE, FREE OF DEPRESSIONS OR RIDGES WITH A UNIFORM LOOSE, FINE TEXTURE.
   - D. FERTILIZING:

i. THE SOIL SHALL BE TESTED FOR PH AND LIME ADDED AS NECESSARY. ALL AMENDMENTS SHALL BE CHECKED AND APPROVED BY LANDSCAPE ARCHITECT BEFORE AMENMENTS ARE MADE.

ii. APPLY FERTILIZER AT RATE OF 4 LBS/1000 SF FOR LAWN AREAS.

   - E. LAWN:
     - i. LAWN SEED MIX: SEED AT THE RATE OF 5 TO 6 LBS PER 1,000 SF.
   - F. ALL SEEDED AREAS SHALL BE PROTECTED FROM EROSION BY ONE OF THE FOLLOWING METHODS:

i. A UNIFORM BLANKET OF STRAW APPLIED AT A RATE OF 2 TONS/ACRE MIN. TO BE APPLIED ONCE SEEDING IS COMPLETE.

ii, WOOD FIBER CELLULOSE APPLIED WITH SEED MIX BY A HYDROSEEDER AT A RATE OF 2000/ACRE.

   - G. ALL SEEDED SLOPES 3:1 OR GREATER SHALL BE PROTECTED FROM EROSION WITH JUTE MESH OR APPROVED EQUAL.
   - H. ALL NEWLY PLANTED AREAS SHALL BE KEPT MOIST BY WATERING UNTIL GRASSES AND GROUND COVERS ARE WELL ESTABLISHED. THE LANDSCAPE CONTRACTOR MUST WATER PLANT MATERIAL WHEN NECESSARY FOR 60 DAYS AFTER INSTALLATION.
   - I. LAWNS ARE TO BE WARRANTED UNTIL THEY BECOME ESTABLISHED, UNTIL FINAL ACCEPTANCE, AND NOT LESS THAN 60 DAYS AFTER COMPLETION OF A LL WORK, TREES, SHRUBS, GROUND COVERS, AND PERENNIALS SHALL BE WARRANTED AGAINST DEFECTS INCLUDING POOR GROWTH AND DEATH, EXCEPT WHEN RESULTING FROM OWNER NEGLECT, INCIDENTS THAT ARE BEYOND THE CONTROL OF THE LANDSCAPE INSTALLER AND DAMAGE OR ABUSE BY OTHERS, FOR AT LEAST ONE FULL YEAR AFTER PROJECT COMPLETION.

PROJECT:

NEWBURGH

COLORED BURIAL GROUND REINTERMENT
CITY OF NEWBURGH RFP #18.22

DOWNING PARK
BETWEEN CARPENTER AVE & DUBOIS STREET
NEWBURGH, NY 12550

CLIENT:

CITY OF NEWBURGH
83 BROADWAY
NEWBURGH, NY 12550
O: 845.569.9400

CONSULTANT:

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CONSULTANT:

PUSH STUDIO

1346 TALBERT TERRACE SE
WASHINGTON, DC 20020
(TEL) 202.505.3515

1" = 10' AT **FULL SIZE**
0 10' 20'

100% DRAWING SET
NOT FOR CONSTRUCTION

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WARNING: It is a violation of New York law for any person, unless acting under the direction of a licensed architect, landscape architect, professional engineer, or land

PLANTING NOTES:

1. NOTIFY 811 AT LEAST FORTY-EIGHT (48) HOURS, EXCLUDING THE DAY OF THE NOTIFICATION, BEFORE ANY GROUND DISTURBANCE HAS COMMENCED AND HAVE THE UNDERGROUND UTILITIES MARKED OUT. WAIT FOR THE AFFECTED UTILITY OPERATORS TO RESPOND, AND THEN CONFIRM THE UTILITIES HAVE BEEN ACCURATELY LOCATED. RESPECT THE IDENTIFIED LOCATIONS AND DIG ACCORDINGLY, TAKING PRECAUTIONS, ESPECIALLY WITHIN THE KNOWN TOLERANCE ZONE. IN THE EVENT MARK OUTS CANNOT BE MAINTAINED AND/OR GROUND DISTURBANCE CONTINUES LONGER THAN TEN (10) DAYS, NOTIFY 811 AND REQUEST A REMARK.

2. ALL PLANT MATERIAL FURNISHED IN ACCORDANCE WITH THIS PLAN SET SHALL MEET OR EXCEED THE MINIMUM STANDARDS WITHIN THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK. PLANT MATERIAL NOT IN COMPLIANCE WITH THE LATEST EDITION OF THE AMERICAN STANDARDS FOR NURSERY STOCK WILL NOT AND SHALL NOT BE ACCEPTED BY THE PROJECT OWNER AND/OR MUNICIPAL OFFICIAL.

3. ALL PLANT MATERIAL SHALL BE GUARANTEED UNDER A WARRANTY PERIOD FOR A MINIMUM OF TWO (2) YEARS FROM THE DATE OF FINAL ACCEPTANCE. ALL PLANT MATERIAL DEEMED UNSATISFACTORY MUST BE REPLACED IN THE SAME PLANTING SEASON DEEMED UNACCEPTABLE. PLANT MATERIAL SHALL BE REPLACED WITH NEW PLANTS, OF APPROXIMATE EQUAL SIZE AND NO SMALLER THAN ORIGINALLY SPECIFIED ON THE APPROVED PLAN SETS, AT THE NEXT APPROPRIATE PLANTING PERIOD.

4. CERTAIN SPECIES OF TREES HAVE A HIGH RISK OF FAILURE WHEN FIELD DUG AND PLANTED DURING THE FALL PLANTING SEASON. THE FOLLOWING SPECIES ARE KNOWN AS FALL PLANTING/DIG HAZARD:

ACER RUBRUM	*BETULA SP.*	*CARPJINUS SP.*
CELTIS SP.	*CERCIS SP.*	*CERCIDUPHYLLUM*
CORNUS SP.	*FAGUS SP.*	*HALESIA SP.*
LIQUIDAMBER STYRACIFLUA	*LIRIODENDRON TULIPIFERA*	*MALUS SP.*
MYSSA SYLVATCA	*OSTRYA VIRGINIANA*	*PLATANUS SP.*
PYRUS SP.	*PYRUS SP.*	*QUERCUS SP.*
TAXODIUM DISTICHUM	*TILIA TOMENTOSA*	*ZELKOVA SERRATA*

THE NURSERY STOCK FOR THE AFOREMENTIONED SPECIES, IF INCLUDED AS PART OF THE APPROVED PLAN SET, SHALL BE SUPPLIED FROM THOSE DUG DURING THE PREVIOUS SPRING PLANTING SEASON AND HELD OVER THE SUMMER SEASON.

5. THE CONTRACTOR SHALL FIELD ADJUST THE LOCATIONS OF PLANT MATERIAL AS NECESSARY TO AVOID DAMAGE TO ALL EXISTING UNDERGROUND UTILITIES AND/OR EXISTING ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE AND SHALL BE COORDINATED WITH THE OWNER AND/OR MUNICIPAL OFFICIAL.

6. SPRING PLANTING SHOULD TAKE PLACE BETWEEN MARCH 15TH AND JUNE 15TH. FALL PLANTING SHOULD TAKE PLACE BETWEEN SEPTEMBER 1ST AND OCTOBER 30TH. AVOID PLANTING OUTSIDE THE AFOREMENTIONED DATES, ESPECIALLY IN THE HEAT OF SUMMER, UNLESS PROPER IRRIGATION AND MONITORING IS IMPLEMENTED TO ENSURE HEALTH AND VIGOR OF PLANT MATERIAL.

7. THE CROWN OF ROOT BALL SHALL BEAR A SIMILAR RELATIONSHIP, OR SLIGHTLY ABOVE, FINISHED GRADE AS IT BORE TO PREVIOUS GRADE. PLACE ON SUBSOIL PEDESTAL IN ACCORDANCE WITH THE PLANTING DETAILS.

8. REMOVED ANY DEAD OR BROKEN BRANCHES AND THIN AS NEEDED UP TO ONE-THIRD (1/3) OF EXISTING PLANT STRUCTURE, RETAINING ORIGINAL SHAPE.

9. NATURAL OR DYED BROWN SHREDDED BARK MULCH SHOULD BE APPLIED TO ALL PLANTING BEDS TO AN APPROXIMATE DEPTH OF THREE (3) INCHES. INDIVIDUAL TREES WITHIN LAWN AREAS SHOULD, ALTHOUGH NOT ALWAYS DEPICTED IN THE PLANS, HAVE A MINIMUM THREE (3) FOOT DIAMETER, PREFERABLE FIVE (5) FOOT DIAMETER MULCH RING CONSISTENT WITH A SPADE-DUG EDGE.

10. IRRIGATE PLANT MATERIALS DAILY FOR TWO (2) WEEKS WITH TWO (2) TO THREE (3) GALLONS OF WATER PER ONE (1) INCH OF TRUNK SIZE OR ONE (1) GALLON PER SHRUB/PERENNIAL. THEN IRRIGATE MINIMUM TWO (2) TIMES A WEEK UNTIL WELL ESTABLISHED. USE APPROPRIATE JUDGMENT DEPENDENT UPON PRECIPITATION RATES.

11. EACH PLANT SHALL BE FERTILIZED WITH A PREMIUM GENERAL-PURPOSE PHOSPHOROUS FREE ORGANIC FERTILIZER. APPLICATION RATE SHALL BE IN ACCORDANCE WITH MANUFACTURES RECOMMENDATIONS AND SHOULD BE APPLIED IN THE FOLLOWING SPRING PLANTING SEASON. PLANTS SHOULD NOT BE FERTILIZED IN THE SAME YEAR THEY ARE PLANTED IN ORDER TO ALLOW NEW ROOT GROWTH. AS OF JANUARY 1, 2012 THE NYSDEC RESTRICTS THE USE OF PHOSPHOROUS FERTILIZER ON LAWNS OR NON-AGRICULTURAL TURF. IT IS RECOMMENDED THAT A SOIL TEST BE CONDUCTED IN ORDER TO ENSURE THE USE OF AN APPROPRIATE FERTILIZER. ADDITIONALLY, NO FERTILIZER SHOULD BE APPLIED WITHIN TWENTY (20) FEET OF A WATER BODY OR ON PAVED SURFACES.

12. ALL PLANTINGS SHOWN ON THE APPROVED PLAN SET SHALL BE MAINTAINED IN A VIGOROUS GROWING CONDITION THROUGHOUT THE DURATION OF USE AND PLANTS NOT SO MAINTAINED ARE TO BE REPLACED WITH NEW PLANTS, OF APPROXIMATE EQUAL SIZE AND NO SMALLER THAN ORIGINALLY SPECIFIED ON THE APPROVED PLAN SETS, AT THE NEXT APPROPRIATE PLANTING PERIOD.

SEEDING SCHEDULE:

1. TEMPORARY SEEDING

   1.1. SPRING OR EARLY FALL
   APPLICATION RATE: ONE (1) LBS. PER 1,000 SQ.FT.

BOTANICAL NAME	COMMON NAME	MIX COMPOSITION
Lolium multiflorum	ANNUAL RYEGRASS	SEVENTY (70) PERCENT
Lolium perenne	PERENNIAL RYEGRASS	THIRTY (30) PERCENT

   1.2. LATE FALL OR WINTER
   APPLICATION RATE: 2.5 LBS. PER 1,000 SQ.FT.

BOTANICAL NAME	COMMON NAME	MIX COMPOSITION
Secale cereale	WINTER RYE	100 PERCENT

2. PERMANENT SEEDING

   2.1. SPRING OR EARLY FALL
   APPLICATION RATE: FOUR (4) LBS. PER 1,000 SQ.FT

BOTANICAL NAME	COMMON NAME	MIX COMPOSITION
Fetuca rubra fallax	CHEWING'S FESCUE	FIFTEEN (15) PERCENT
Festuca rubra rubra	CREEPING RED FESCUE	SIXTY-FIVE (65) PERCENT
Lolium perenne	PERENNIAL RYEGRASS	TWENTY (20) PERCENT

VEGETATIVE COVER SPECIFICATIONS:

PERMANENT VEGETATIVE COVER (AFTER CONSTRUCTION):

1. SITE PREPARATION
   A. BRING AREA TO BE SEEDED TO REQUIRED GRADE. A MINIMUM OF 4" OF TOPSOIL IS REQUIRED.
   B. PREPARE SEEDBED BY LOOSENING SOIL TO A DEPTH OF 4 INCHES.
   C. REMOVE ALL STONES OVER 1 INCH IN DIAMETER, STICKS AND FOREIGN MATTER FROM THE SURFACE.
   D. LIME TO PH OF 6.5.
   E. FERTILIZER: USE 5-10-5 (NPK) OR EQUIVALENT. APPLY AT RATE OF 4 LBS/1000 SF.
   F. INCORPORATE LIME AND FERTILIZER IN THE TOP 4 INCHES OF TOPSOIL
   G. SMOOTH AND FIRM THE SEEDBED.
2. SEED MIXTURE FOR USE ON LAWN AREAS:
   PROVIDE FRESH, CLEAN, NEW-CROP SEED MIXED IN THE PROPORTIONS SPECIFIED FOR SPECS AND VARIETY, AND CONFORMING TO FEDERAL AND STATE STANDARDS.

   LAWN SEED MIX: (APPLY AT RATE OF 5 TO 6 LBS PER 1000 SF)

AMOUNT BY: WEIGHT	SPECIES OR VARIETY	MINIMUM % PURITY	GERMINATION
40%	KENTUCKY BLUE GRASS	95%	60%
35%	PERENNIAL RYE	98%	90%
25%	RED FESCUE	97%	85%

3. SEEDING
   A. APPLY SEED UNIFORMLY BY CYCLONE SEEDER CULTI-PACKER OR HYDRO-SEEDER AT RATE INDICATED.
   B. ALL SEEDED AREAS SHALL BE PROTECTED FROM EROSION BY ONE OF THE FOLLOWING METHODS:
      i. A UNIFORM BLANKET OF STRAW APPLIED AT A RATE OF 2 TONS/ACRE MIN, TO BE APPLIED ONCE SEEDING IS COMPLETE.
      ii. WOOD FIBER CELLULOSE APPLIED WITH SEED MIX BY HYDROSEEDER AT RATE OF 2,000 LBS/ACRE.
   C. ALL SEEDED SLOPS 3:1 OR GREATER SHALL BE PROTECTED FROM EROSION WITH JUTE MESH OR APPROVED EQUAL.
   D. IRRITGATE TO FULLY SATURATE SOIL LAYER, BUT NOT TO DISLODGE PLANTING SOIL.
   E. UNLESS OTHRWISE DIRECTED IN WRITING, SEED FROM MARCH 15TH TO JUNE 15TH, AND FROM AUGUST 15TH TO OCTOBER 15TH.

TOPSOIL SPECIFICATIONS:

1. EXISTING EXCESS TOPSOIL SHALL BE REMOVED AND STORED IN TOPSOIL STOCKPILES SUFFICIENTLY REMOVED FROM OTHER EXCAVATION OR DISTURBANCE TO AVOID MIXING. SILT FENCE SHALL BE INSTALLED AROUND TOPSOIL STOCKPILE AREAS.

SITE PREPARATION:

1. COMPLETE ROUGH GRADING AND FINAL GRADE, ALLOWING FOR DEPTH OF TOPSOIL TO BE ADDED.
2. SCARIFY ALL COMPACT, SLOWLY PERMEABLE, MEDIUM AND TEXTURED SUBSOIL AREAS. SCARIFY AT APPROXIMATELY RIGHT ANGLES TO THE SLOPE DIRECTION IN SOIL AREAS THAT ARE STEEPER THAN 5%
3. REMOVE REFUSE, WOODY PLANT PARTS, STONES OVER 3 INCHES IN DIAMETER, AND OTHER LITTER.

TOPSOIL MATERIALS:

1. NEW TOPSOIL SHALL BE BETTER THAN OR EQUAL TO THE QUALITY OF THE EXISTING ADJACENT TOPSOIL. IT SHALL MEET THE FOLLOWING CRITERIA:
   A. ORIGINAL LOAM TOPSOIL, WELL DRAINED HOMOGENEOUS TEXTURE AND OF UNIFORM GRADE, WITHOUT THE ADMIXTURE OF SUBSOIL MATERIAL AND FREE OF DENSE MATERIAL, HARDPAN, CLAY, STONES, SOD OR OTHER OBJECTIONABLE MATERIAL.
   B. CONTAINING LESS THAN 5% NOR MORE THAN 20% ORGANIC MATTER IN THAT PORTION OF A SAMPLING PASSING A ¼" SIEVE WHEN DETERMINED BY THE WET COMBUSTION METHOD ON A SAMPLE DRIED AT 105°C.
   C. CONTAINING A PH VALUE WITHIN THE RANGE OF 6.5 TO 7.5 ON THAT PORTION OF THE SAMPLE WHICH PASSES A ¼" SIEVE.
   D. CONTAINING THE FOLLOWING WASHED GRADATIONS:

SIEVE DESIGNATION	% PASSING
1"	100
¼"	97-100
NO 200	20-60

APPLICATION AND GRADING:

1. TOPSOIL SHALL BE DISTRIBUTED TO A UNIFORM DEPTH OF 4" OVER THE AREA. IT SHALL NOT BE PLACED WHEN IT IS PARTLY FROZEN, MUDDY, OR ON FROZEN SLOPES OR OVER ICE, SNOW, OR STANDING WATER.
2. TOPSOIL PLACED AND GRADED ON SLOPES STEEPER THAN 5% SHALL BE PROMPTLY FERTILIZED, SEEDED, MULCHED AND STABILIZED BY "TRACKING" WITH SUITABLE EQUIPMENT.

ADA INSPECTION METHODS NOTES:

GENERAL NOTES:

1. THESE SHEETS ARE IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), AND THE REQUIREMENTS OF THE 2011 PROPOSED ACCESSIBILITY GUIDELINES FOR PEDESTRIAN FACILITIES IN THE PUBLIC RIGHT OF WAY (PROWAG).

2. THE DIMENSIONS SHOWN IN THE DETAILS AS MINIMUMS AND MAXIMUMS ARE THE LIMITS FOR DESIGN AND FIELD LAYOUT. FOR WORK ACCEPTANCE VALUES THE TABLE "CRITICAL ELEMENTS FOR THE DESIGN, LAYOUT, AND ACCEPTANCE OF PEDESTRIAN FACILITIES".
   a. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING ALL ELEVATIONS AND DIMENSIONS TO ENSURE THAT THE FINAL LAYOUT OF PEDESTRIAN FACILITIES MEETS ADA REQUIREMENTS. ANY SURVEY WORK NECESSARY TO MEET THESE REQUIREMENTS SHALL BE PAID FOR BY THE CONTRACTOR.

3. FACILITIES THAT CANNOT BE CONSTRUCTED TO MEET THE DESIGN STANDARDS, DUE TO DESIGN CONSTRAINTS, SHALL BE CONSTRUCTED TO MEET THE STANDARDS TO THE GREATEST EXTENT PRACTICABLE. FEATURES THAT CANNOT MEET THE VALUES FOR WORK ACCEPTANCE SHALL BE JUSTIFIED AS NONSTANDARD.

4. TO CHECK FIELD LAYOUT AND TO VERIFY WORK ACCEPTANCE, ALL MEASUREMENTS SHALL BE MADE IN ACCORDANCE WITH THE "ADA INSPECTION METHODS NOTES".

5. JOINTS BETWEEN SIDEWALKS, CURB RAMPS, TURNING SPACES, AND ROADWAYS SHALL BE FLUSH AND FREE FROM ABRUPT VERTICAL CHANGES GREATER THAN ONE-QUARTER (1/4) OF AN INCH, VERTICAL SURFACE DISCONTINUITIES BETWEEN ONE-QUARTER (1/4) OF AN INCH AND ONE-HALF (1/2) OF AN INCH SHALL BE BEVELED WITH A SLOPE NOT STEEPER THAN 2 HORIZONTAL TO 1 VERTICAL. THE BEVEL SHALL BE APPLIED ACROSS THE ENTIRE JOINT.

6. SIDEWALKS ARE CONNECTED TO ROADWAYS BY BLENDED TRANSITIONS OR CURB RAMPS. BLENDED TRANSITIONS ARE CONNECTIONS BETWEEN THE SIDEWALK LEVEL AND THE ROADWAY LEVEL THAT HAVE A MAXIMUM GRADE, RUNNING SLOPE, OF FIVE (5) PERCENT. CONNECTIONS WITH A MAXIMUM GRADE, RUNNING SLOPE, GREATER THAN FIVE (5) PERCENT ARE CONSIDERED CURB RAMPS.

7. CURB RAMPS AND BLENDED TRANSITIONS REQUIRE THE INSTALLATION OF DETECTABLE WARNINGS, EXCEPT FOR WHEN THE SIDEWALK CROSSES A DRIVEWAY.

8. GRADE BREAKS WITHIN THE PEDESTRIAN ACCESS ROUTE SHOULD BE PERPENDICULAR TO THE DIRECTION OF TRAVEL AND SHALL NOT BE ROUNDED. VERTICAL ALIGNMENT SHALL BE GENERALLY PLANAR.

9. SIDEWALK GRADE, RUNNING SLOPE, SHALL NOT EXCEED 4.5 PERCENT FOR DESIGN AND LAYOUT OR FIVE (5) PERCENT FOR WORK ACCEPTANCE, EXCEPT WHEN MATCHING INTO EXISTING SIDEWALK OR WHEN THE ADJACENT HIGHWAY GRADE IS STEEPER THAN FIVE (5) PERCENT. WHEN THE ADJACENT HIGHWAY GRADE IS GREATER THAN FIVE (5) PERCENT, THE SIDEWALK GRADE SHALL NOT EXCEED THE HIGHWAY GRADE.

10. THE CROSS SLOPE OF PEDESTRIAN ACCESS ROUTES SHALL BE 1.5 PERCENT MAXIMUM FOR DESIGN AND LAYOUT, AND TWO (2) PERCENT MAXIMUM FOR WORK ACCEPTANCE. THE FOLLOWING EXCEPTIONS ARE ALLOWED:
    a. WHERE PEDESTRIAN STREET CROSSINGS ARE PROVIDED AT INTERSECTIONS WITHOUT YIELD OR STOP-CONTROL, OR WHERE THERE IS ANY TRAFFIC SIGNAL WITHOUT A FLASHING RED, THE CROSS SLOPE OF A PEDESTRIAN ACCESS ROUTE CONTAINED WITHIN A STREET CROSSING SHALL BE 4.5 PERCENT MAXIMUM FOR DESIGN AND LAYOUT, AND FIVE (5) PERCENT MAXIMUM FOR WORK ACCEPTANCE.
    b. WHERE MIDBLOCK PEDESTRIAN STREET CROSSINGS ARE PROVIDED, THE CROSS SLOPE OF A PEDESTRIAN ACCESS ROUTE CONTAINED WITHIN A MIDBLOCK STREET CROSSING SHALL BE PERMITTED TO EQUAL THE STREET OR HIGHWAY GRADE.

11. THE MINIMUM CLEAR WIDTH FOR PEDESTRIAN ACCESS ROUTES IS FOUR (4) FEET, EXCLUSIVE OF THE CURB. THE CITY'S PREFERRED CLEAR WIDTH IS FIVE (5) FEET, WHEN WALKWAY WIDTHS ARE LESS THAN FIVE (5) FEET, FIVE (5) FOOT BY FIVE (5) FOOT PASSING SPACES OR A FEATURE OF EQUAL OR GREATER DIMENSIONS THAT MEETS THE SLOPE AND SURFACE CRITERIA SHALL BE PROVIDED AT A MAXIMUM INTERVAL OF 200 FEET. EXISTING DRIVEWAYS AND STREET CROSSINGS MAY SERVE AS PASSING SPACES, PROVIDED THEY MEET SLOPE AND SURFACE REQUIREMENTS FOR A PEDESTRIAN ACCESS ROUTE.

12. THE MAXIMUM RECOMMENDED CROSS SLOPE OF A TURF BUFFER ZONE OR SLOPE TRANSITION BEHIND SIDEWALK IS TWENTY-FIVE (25) PERCENT. BUFFER ZONES WITH A CROSS SLOPE GREATER THAN TWENTY-FIVE (25) PERCENT SHOULD BE PAVED, PLANTED OR CONSTRUCTED WITH HARDSCAPE MATERIALS.

13. WHEN CROSSING DRIVEWAYS, THE WORK SHALL BE IN CONFORMANCE WITH THE CITY OF NEWBURGH'S STANDARD DETAIL "DRIVEWAY APRON".

14. WHERE EXISTING ROADWAYS ARE SAW CUT TO INSTALL CURBING AND/OR SIDEWALK, THE ROADWAY SHALL BE SAW CUT AT LEAST TWO (2) FEET FROM THE PROPOSED CURB LINE AND / OR OTHER FEATURES TO ALLOW FOR ADEQUATE COMPACTION OF ASPHALT. IN THE EVENT THE BLENDED TRANSITION IS GREATER THAN FIVE (5) PERCENT WITHIN THE TWO (2) FOOT AREA, ADDITIONAL ASPHALT SHALL BE REMOVED AS NECESSARY TO ESTABLISH A BLENDED TRANSITION OF FIVE (5) PERCENT OR LESS.

15. IN THE EVENT THE EXISTING SIDEWALK OR OTHER PEDESTRIAN PATH IS WIDER THAN FOUR (4) FEET, ONLY THE MINIMUM CONTINUOUS ACCESSIBLE CLEAR WIDTH OF FOUR (4) FEET, WITH PASSING SPACES AS NEEDED, IS REQUIRED TO MEET THE SURFACE AND SLOPE REQUIREMENTS SHOWN IN THE TABLE "CRITICAL ELEMENTS FOR THE DESIGN, LAYOUT, AND ACCEPTANCE OF PEDESTRIAN FACILITIES"

CURB RAMP NOTES:

16. THE MINIMUM CLEAR WIDTH OF A CURB RAMP SHALL BE FOUR (4) FEET. THE CITY'S PREFERRED CLEAR WIDTH IS FIVE (5) FEET.

17. THE MAXIMUM GRADE, RUNNING SLOPE, FOR DESIGN AND LAYOUT OF A CURB RAMP SHALL BE 7.5 PERCENT. THE GRADE FOR WORK ACCEPTANCE SHALL BE A MAXIMUM OF 8.3 PERCENT.

18. WHERE THE TERRAIN DOES NOT ALLOW CONSTRUCTION OF A CURB RAMP WITH A GRADE, RUNNING SLOPE, OF 8.3 PERCENT. OR LESS WITHIN FIFTEEN (15) FEET, THE RAMP LENGTH SHALL NOT BE REQUIRED TO EXCEED FIFTEEN (15) FEET FOR DESIGN AND LAYOUT, OR WORK ACCEPTANCE.

19. THE CROSS SLOPE OF THE CURB RAMP SHALL BE AS FLAT AS POSSIBLE AND STILL PROVIDE POSITIVE DRAINAGE. THE CROSS SLOPE OF A CURB RAMP SHALL BE 1.5 PERCENT MAXIMUM FOR DESIGN AND LAYOUT, AND TWO (2) PERCENT MAXIMUM FOR WORK ACCEPTANCE.

20. WHERE THE EXISTING ROADWAY GRADE EXCEEDS THE MAXIMUM ALLOWABLE CROSS SLOPE FOR A CURB RAMP, AND CANNOT BE CORRECTED WITHIN THE SCOPE OF THE PROJECT, THE RAMP SHALL BE DESIGN AND CONSTRUCTED TO MEET ADA COMPLIANCE TO THE GREATEST EXTENT PRACTICABLE. THE RAMP MAY NEED TO BE JUSTIFIED AS A NONSTANDARD FEATURE. DETERMINATION OF A NONSTANDARD FEATURE SHALL BE THE DISCRETION OF THE OWNER'S REPRESENTATIVE.

21. WHERE A PEDESTRIAN CIRCULATION PATH CROSSES THE CURB RAMP, FLARED SIDES SHALL BE INSTALLED WITH A MAXIMUM SLOPE OF 9.5 PERCENT FOR DESIGN AND LAYOUT, AND TEN (10) PERCENT MAXIMUM FOR WORK ACCEPTANCE. A PEDESTRIAN CIRCULATION PATH IS ASSUMED TO CROSS THE CURB RAMP WHEN AREA ADJACENT TO THE RAMP IS PAVED AND FREE OF VERTICAL OBSTRUCTIONS THAT WOULD PREVENT PEDESTRIAN PASSAGE. THERE IS NO MAXIMUM FLARE SLOPE FOR A RAMP THAT IS NOT CROSSED BY A PEDESTRIAN CIRCULATION PATH.

22. THE BACK SIDE OF A PARALLEL RAMP SHOULD BE GRADED TO A MAXIMUM SLOPE OF TWENTY-FIVE (25) PERCENT TO MATCH EXISTING TERRAIN, UNLESS OTHERWISE SHOWN IN THE CONTRACT DOCUMENTS. WHERE GRADING IS NOT FEASIBLE DUE TO LIMITED ROW OR PHYSICAL CONSTRAINTS, A BACK CURB MAY BE INSTALLED.

23. THE CITY'S PREFERRED CURB RAMP DESIGN AND LAYOUT ARE DEPICTED IN THE CITY OF NEWBURGH'S STANDARD DETAIL "ADA CURB RAMP DESIGN AND LAYOUT - PREFERRED". ANY DEVIATION FROM THE PREFERENCE IDENTIFIED SHALL BE REVIEWED AND APPROVED BY THE OWNER'S REPRESENTATIVE.

TURNING SPACE AND CLEAR SPACE NOTES:

24. WHERE A CHANGE IN DIRECTION IS REQUIRED TO UTILIZE A CURB RAMP, A TURNING SPACE SHALL BE PROVIDED AT THE BASE OR THE TOP OF CURB RAMP, AS APPLICABLE, TURNING SPACES SHALL BE PERMITTED TO OVERLAP CLEAR SPACES.

25. WHERE THERE ARE NO VERTICAL CONSTRAINTS AT THE BACK OF SIDEWALK, E.G., VERTICAL CURBS, BUILDINGS, FENCES, THE TURNING SPACE DIMENSIONS SHALL BE FOUR (4) FEET BY FOUR (4) FEET MINIMUM. WHERE THE TURNING SPACE IS CONSTRAINED AT THE BACK OF SIDEWALK, THE TURNING SPACE SHALL BE FOUR (4) FEET BY FIVE (5) FEET MINIMUM. THE FIVE (5) FOOT DIMENSION SHALL BE IN THE DIRECTION OF THE RAMP RUN.

26. TURNING SPACES SHALL NOT BE DESIGNED WITH A SLOPE GREATER THAN 1.5 PERCENT IN ANY DIRECTION, WHILE PROVIDING POSITIVE DRAINAGE. THE MAXIMUM SLOPE FOR WORK ACCEPTANCE IS TWO (2) PERCENT.

27. BELOW THE BOTTOM GRADE BREAK OF A CURB RAMP, A CLEAR SPACE OF FOUR (4) FEET BY FOUR (4) FEET MINIMUM SHALL BE PROVIDED WITHIN THE WIDTH OF THE PEDESTRIAN CROSSWALK, AND OUTSIDE THE PARALLEL VEHICLE TRAVEL LANE. THE CLEAR SPACE MAY OVERLAP TURNING SPACES, DETECTABLE WARNING SURFACES, AND DROP CURBS.

DETECTABLE WARNING NOTES:

28. DETECTABLE WARNING SURFACES SHALL BE PROVIDED AT THE FOLLOWING LOCATIONS ON PEDESTRIAN ACCESS ROUTES:
    a. CURB RAMPS AND BLENDED TRANSITIONS AT PEDESTRIAN STREET CROSSINGS.
    b. PEDESTRIAN REFUGE ISLANDS WHERE THE LENGTH OF THE PEDESTRIAN ACCESS ROUTE ACROSS THE REFUGE ISLAND IS GREATER THAN OR EQUAL TO SIX (6) FEET.
    c. PEDESTRIAN AT-GRADE RAIL CROSSINGS NOT LOCATED WITHIN A STREET OR HIGHWAY.

29. DETECTABLE WARNING SURFACES SHALL BE PROVIDED WHERE THE PEDESTRIAN ACCESS ROUTE CROSSES DRIVEWAYS WITH SIGNAL, YIELD OR STOP CONTROL. DETECTABLE WARNING SURFACES SHALL NOT BE PROVIDED AT CROSSINGS OF UNCONTROLLED DRIVEWAYS.

30. WITH THE EXCEPTION OF THE DETECTABLE WARNING SURFACE TRUNCATED DOME DETAILS, DETECTABLE WARNING DOMES ARE NOT DEPICTED TO SCALE ON THESE SHEETS.

31. DETECTABLE WARNING FIELDS SHALL EXTEND TWO (2) FEET MINIMUM IN THE DIRECTION OF PEDESTRIAN TRAVEL ACROSS THE FULL WIDTH OF THE CURB RAMP OR FLUSH SURFACE, EXCLUDING ANY FLARED SIDES.

32. SOME DETECTABLE WARNING PRODUCTS REQUIRE A CONCRETE BORDER FOR PROPER INSTALLATION. IF REQUIRED, THE BORDER SHALL NOT EXCEED TWO (2) INCHES. WHERE THE BACK OF THE CURB EDGE IS TOOLED TO PROVIDE A RADIUS, THE BORDER DIMENSION SHALL BE MEASURED FROM THE INSIDE EDGE OF THE CURB RADIUS. BORDERS CANNOT BE INCLUDED AS PART OF THE TWO (2) FOOT MINIMUM DIMENSION DESCRIBE IN NOTE 31.

33. WHERE CURB IS NOT USED, THE EDGE OF PAVEMENT SHALL BE SUBSTITUTED FOR THE BACK OF CURB FOR PLACEMENT OF DETECTABLE WARNINGS.

34. ON SLOPES OF FIVE (5) PERCENT OR GREATER, THE ROWS OF DOMES SHALL BE ALIGNED TO BE PERPENDICULAR OR RADIAL TO THE LOWER GRADE BREAK ON THE RAMP RUN. WHERE DOMES ARE ARRAYED RADIALLY, THEY MAY DIFFER IN DIAMETER AND CENTER-TO-CENTER SPACING. DOME ALIGNMENT THAT IS PERPENDICULAR OR RADIAL TO THE LOWER GRADE BREAK IS NOT REQUIRED ON SLOPES OF LESS THAN FIVE (5) PERCENT.

35. THE DETECTABLE WARNING FIELD SHALL BE THE COLOR SPECIFIED IN THE CONTRACT DOCUMENTS OR MEET THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS. DETECTABLE WARNING SURFACES SHALL CONTRAST VISUALLY WITH ADJACENT GUTTER, STREET OR HIGHWAY, OR PEDESTRIAN ACCESS ROUTE SURFACE, EITHER LIGHT-ON-DARK OR DARK-ON-LIGHT.

ADA INSPECTION METHODS NOTES:

1. GRADE, RUNNING SLOPE, SHALL BE MEASURES AS AN AVERAGE OF AT LEAST THREE (3) DIGITAL MEASUREMENTS USING A FOUR (4) FOOT SMART LEVEL, ALONG THE CENTERLINE AND OFFSET AT LEAST EIGHTEEN (18) INCHES TO EACH SIDE OF THE CENTERLINE OF THE RAMP, ROADWAY, CURB RAMP, ETC. ACCEPTANCE IS BASED ON GRADES LESS THAN OR EQUAL TO THE LIMIT SHOWN IN THE "ADA CRITICAL ELEMENTS STANDARDS" TABLE.

2. CROSS SLOPES SHALL BE MEASURED AS AN AVERAGE OF AT LEAST TWO (2) DIGITAL MEASUREMENTS USING A FOUR (4) FOOT SMART LEVEL, MADE PERPENDICULAR TO THE CENTERLINE, ALONG THE DIRECTION OF TRAVEL, OF THE SIDEWALK. FLARES SHALL BE MEASURED AS AN AVERAGE OF AT LEAST TWO (2) DIGITAL MEASUREMENTS USING A FOUR (4) FOOT SMART LEVEL, TAKEN WITHIN THE PEDESTRIAN CIRCULATION PATH AND PARALLEL TO THE CURB LINE. ACCEPTANCE IS BASED ON GRADES LESS THAN OR EQUAL TO THE LIMIT SHOWN IN THE "ADA CRITICAL ELEMENTS STANDARDS" TABLE.

3. AREA SLOPE SHALL BE MEASURED BY TAKING GRADE AND CROSS SLOPE MEASUREMENTS DESCRIBED NOT NOTE NO. 1 AND NOTE NO. 2 ABOVE. ACCEPTANCE IS BASED ON GRADES LESS THAN OR EQUAL TO THE LIMIT SHOWN IN THE "ADA CRITICAL ELEMENTS STANDARDS" TABLE.

4. WIDTH AND OFFSETS ARE TO BE MEASURED AS AN AVERAGE OF AT LEAST TWO (2) TAPE MEASUREMENTS TAKEN PERPENDICULAR TO THE CENTERLINE, DIRECTION OF TRAVEL, OF THE PEDESTRIAN ROUTE, AT EITHER THE RESTRICTION POINT OR AT TEN (10) INTERVALS WHEN LENGTH ALLOWS. ACCEPTANCE IS BASED ON GRADES LESS THAN OR EQUAL TO THE LIMIT SHOWN IN THE "ADA CRITICAL ELEMENTS STANDARDS" TABLE.

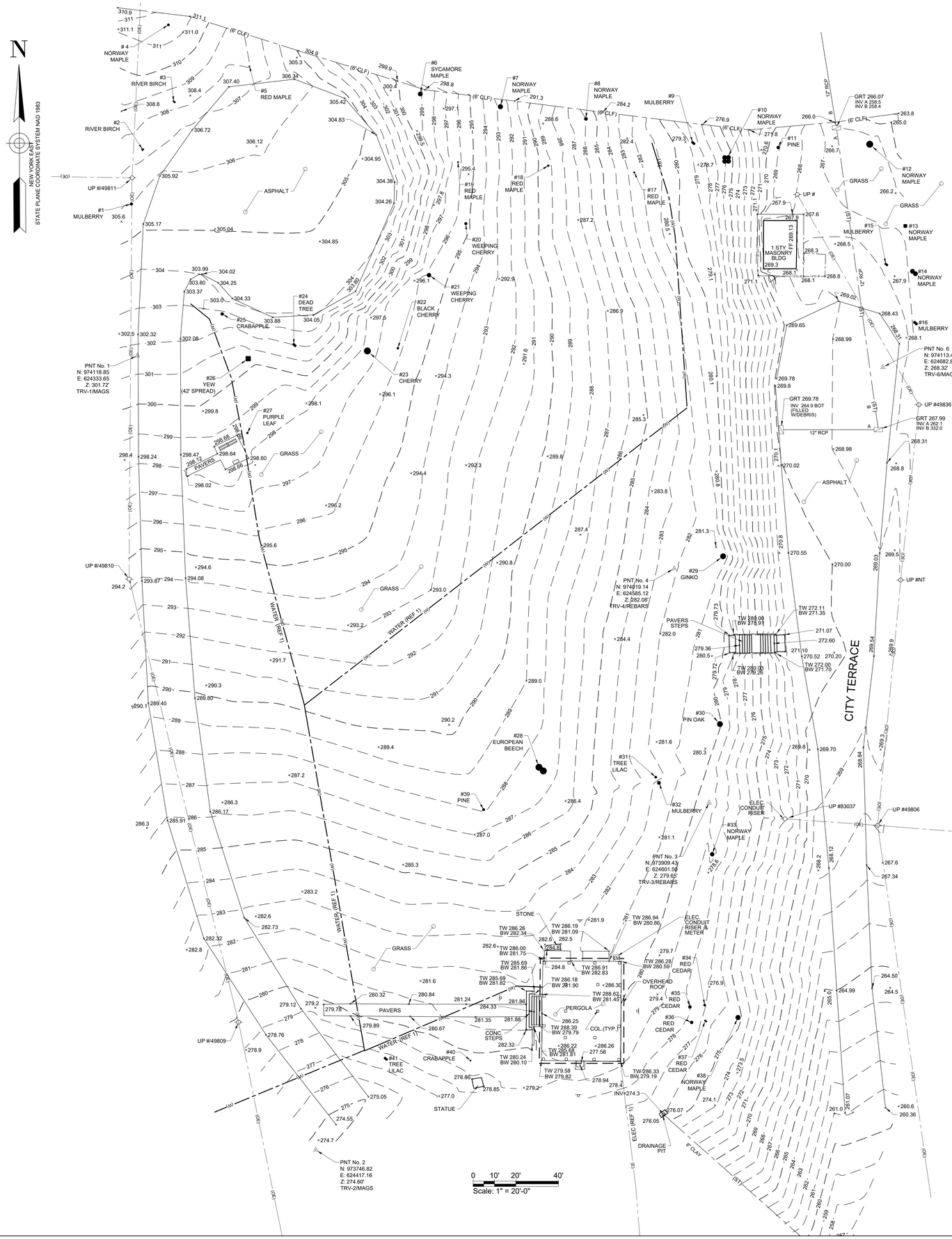
5. LENGTH SHALL BE MEASURED AS AN AVERAGE OF AT LEAST TWO (2) TAPE MEASURE OR WHEEL MEASUREMENTS TAKEN WITHIN ONE (1) FOOT OF THE CENTERLINE, DIRECTION OF TRAVEL. ACCEPTANCE IS BASED ON GRADES LESS THAN OR EQUAL TO THE LIMIT SHOWN IN THE "ADA CRITICAL ELEMENTS STANDARDS" TABLE.

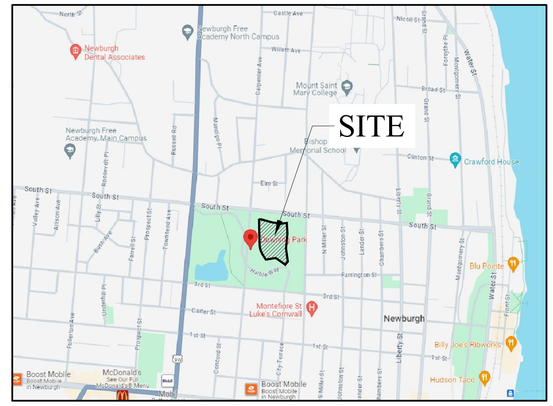
6. RISE OR VERTICAL DISTANCE SHALL BE MEASURED AS AN AVERAGE OF AT LEAST TWO (2) VERTICAL MEASUREMENTS, FOR LANDING AND STEP RISERS, AT LEAST ONE (1) FOOT APART. FOR LANDINGS, AVERAGE AT LEAST TWO (2) MEASUREMENTS USING A SURVEY ROD AND LEVEL AT THE NOSE / EDGE OF THE LANDING AND AT THE BASE OF THE RAMP OR STAIRS. ACCEPTANCE IS BASED ON GRADES LESS THAN OR EQUAL TO THE LIMIT SHOWN IN THE "ADA CRITICAL ELEMENTS STANDARDS" TABLE.

7. OPENING LIMITATIONS ARE ACCEPTABLE IF THE OPENING CANNOT PASS A SPHERE OF THE GIVEN DIAMETER.

ADA CRITICAL ELEMENTS STANDARDS:

ELEMENT	LIMITS FOR DESIGN AND LAYOUT	LIMITS OF WORK ACCEPTANCE	INSPECTION METHODS, NOTE NO.
CURB RAMPS / BLENDED TRANSITIONS			
CLEAR WIDTH	FOUR (4) FEET	FOUR (4) FEET	4
SLOPE OF FLARED SIDES, WITHIN PEDESTRIAN CIRCULATION PATH	9.5 PERCENT MAX.	10 PERCENT MAX.	2
SLOPE OF FLARED SIDES, OUTSIDE PEDESTRIAN CIRCULATION PATH			2
GRADE, RUNNING SLOPE, FOR CURB RAMP	7.5 PERCENT MAX.	8.3 PERCENT MAX.	1
GRADE, RUNNING SLOPE, FRO BLENDED TRANSITIONS	4.5 PERCENT MAX.	FIVE (5) PERCENT MAX.	1
CROSS SLOPE, AT CROSSING WITH YIELD OR STOP CONTROL	1.5 PERCENT MAX.	TWO (2) PERCENT MAX.	2
CROSS SLOPE, AT CROSSING WITHOUT YIELD OR STOP CONTROL, INCLUDING ANY SIGNAL BUT FLASHING RED	HIGHWAY GRADE IS MAX.	HIGHWAY GRADE IS MAX.	2
LENGTH OF CURB RAMP, IF MAXIMUM ALLOWABLE SLOPE WILL NOT "CATCH UP" TO GRADE	DOES NOT NEED TO EXCEED FIFTEEN (15) FEET, ONE (1) INCH	DOES NOT NEED TO EXCEED FIFTEEN (15) FEET	5
TURNING SPACE, WITH NO CONSTRAINTS	FOUR (4) FEET BY FOUR (4) FEET MIN.	FOUR (4) FEET BY FOUR (4) FEET MIN.	4 AND 5
TURNING SPACE, WITH CONSTRAINTS AT BACK OF SIDEWALK	FOUR (4) FEET BY FIVE (5) FEET MIN.	FOUR (4) FEET BY FIVE (5) FEET MIN.	4 AND 5
TURNING SPACE, WITH CONSTRAINTS ON TWO (2) SIDES	FIVE (5) FEET BY FIVE





KEY MAP
N.T.S.

NOTES

1. VERTICAL DATUM - NAVD88, HORIZONTAL DATUM - NEW YORK STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83, BASED UPON GPS OBSERVATIONS BY MATRIX NEW WORLD, REFERRED TO NATIONAL GEODETIC SURVEY (NGS) CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) NYHS, NYMD, CTDA, AND NYLC.
2. LOCATIONS, EXTENT AND SIZES OF UNDERGROUND UTILITIES AND SUBSTRUCTURES HAVE BEEN DETERMINED FROM RECORD INFORMATION, SUPPLEMENTED BY DATA OBTAINED IN THE FIELD.
3. ACCURACY OF THIS UTILITY DATA IS NOT GUARANTEED, NOR IS THERE ANY GUARANTEE THAT ALL EXISTING UTILITIES, WHETHER FUNCTIONAL OR ABANDONED, ARE SHOWN ON THIS MAP. ALL UTILITY LOCATIONS MUST BE VERIFIED WITH THE APPROPRIATE UTILITY COMPANY PRIOR TO DESIGN, EXCAVATION, OR CONSTRUCTION.
4. UNAUTHORIZED ALTERATIONS OR ADDITIONS TO A LAND SURVEYING DRAWING BEARING A LICENSED PROFESSIONAL LAND SURVEYOR'S SEAL IS A VIOLATION OF ARTICLE 145, SECTION 7209, PARAGRAPH 2 OF THE NEW YORK STATE EDUCATION LAW.
5. ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S INKED OR EMBOSSED SEAL SHALL BE CONSIDERED A TRUE AND VALID COPY.
6. THE EXISTING CONDITIONS SHOWN HEREON ARE BASED ON A FIELD SURVEY PERFORMED BY MATRIX NEW WORLD ENGINEERING; LATEST FIELD SURVEY DATE IS 01/20/2023.

REFERENCES

1. PLAN ENTITLED "DOWNING PARK, NEWBURGH, N.Y." PREPARED BY CHAS. R. WOODHULL, CITY ENGINEERS, DATED AUGUST 1942

SITE SYMBOL LEGEND

- [E] - ELECTRIC BOX
- [EM] - ELECTRIC METER
- - UTILITY POLE
- - GUY WIRE ANCHORAGE
- - TREE (W/ DBH)
- - TWIN TREES (W/ DBH)
- - TRIPLET TREES (W/ DBH)
- - QUADRUPLET TREES (W/ DBH)
- - BENCH (VARIES)
- - SIGN (DUAL & SINGLE)

LINETYPE LEGEND

- (E CLF) - CHAIN LINK FENCE 6'-0"
- (OE) - OVERHEAD ELECTRICAL LINE
- (ST) - STORM DRAIN PIPE
- (W) - WATER SUPPLY PIPE
- (E) - ELECTRICAL SUPPLY LINE
- 25 - MAJOR GRADING CONTOUR LINE
- 26 - MINOR GRADING CONTOUR LINE

PROJ NAME	Newburgh, Downing Park		
PROJ #			
TREE # (required)	SPECIES	BOTANICAL NAME	DBH (inches) at 4.5 feet from ground
1	MULBERRY, WHITE	Morus alba	15.0
2	BIRCH, RIVER	Betula nigra	7.0
3	BIRCH, RIVER	Betula nigra	8.0
4	MAPLE, NORWAY	Acer platanoides	12.0
5	MAPLE, RED	Acer rubrum	6.0
6	MAPLE, SYCAMORE	Acer rubrum	24.0
7	MAPLE, NORWAY	Acer platanoides	26.0
8	MAPLE, NORWAY	Acer platanoides	18.0
9	MULBERRY, WHITE	Morus alba	12.0
10	MAPLE, NORWAY	Acer platanoides	24.0
11	PINE, EASTERN WHITE	Pinus strobus	16.0
12	MAPLE, NORWAY	Acer platanoides	36.0
13	MAPLE, NORWAY	Acer platanoides	20.0
14	MAPLE, NORWAY	Acer platanoides	24.0
15	MULBERRY, WHITE	Morus alba	11.0
16	MULBERRY, WHITE	Morus alba	14.0
17	MAPLE, RED	Acer rubrum	8.0
18	MAPLE, RED	Acer rubrum	10.0
19	MAPLE, RED	Acer rubrum	7.0
20	CHERRY, HIGAN -PENDLA	Prunus x subhirtella 'Pendula'	14.0
21	CHERRY, HIGAN -PENDLA	Prunus x subhirtella 'Pendula'	22.0
22	CHERRY, BLACK	Prunus serotina	11.0
23	CHERRY, HIGAN -PENDLA	Prunus x subhirtella 'Pendula'	36.0
24	UNKNOWN DEAD TREES	DEAD	12.0
25	CRABAPPLE	Malus spp.	16.0
26	YEW	Taxus baccata	30.0
27	PLUM, PURPLELEAF	Prunus cerasifera	10.0
28	BEECH, EUROPEAN	Fagus sylvatica	36.0
29	GINKGO	Ginkgo biloba	30.0
30	OAK, PIN	Quercus palustris	30.0
31	JAPANESE TREE LILAC	Syringa reticulata	12.0
32	MULBERRY, WHITE	Morus alba	18.0
33	MAPLE, NORWAY	Acer platanoides	22.0
34	EASTERN REDCEDAR	Juniperus virginiana	12.0
35	EASTERN REDCEDAR	Juniperus virginiana	16.0
36	EASTERN REDCEDAR	Juniperus virginiana	16.0
37	EASTERN REDCEDAR	Juniperus virginiana	16.0
38	MAPLE, NORWAY	Acer platanoides	26.0
39	PINE, EASTERN WHITE	Pinus strobus	13.0
40	CRABAPPLE	Malus spp.	7.0
41	JAPANESE TREE LILAC	Syringa reticulata	24.0
42	MAGNOLIA, SOUTHERN	Magnolia grandiflora	5.0
43	MAPLE, JAPANESE	Acer palmatum	3.0

DOWNING PARK

181-141 Carpenter Ave.

CITY OF NEWBURGH

Principal Landscape Architect and Owner

STUDIO HIP LANDSCAPE ARCHITECTURE

202 Croton Avenue
Ossinig, NY 10562

Land Surveyor and Engineering Service

MATRIX NEW WORLD ENGINEERING

26 Columbia Turnpike
2nd Floor
Florham Park, New Jersey 10562

STATE OF NEW YORK · REGISTERED LANDSCAPE ARCHITECT · LICENSE NO. 001073 · BRIAN WEBER

Seal — 4/09/2024 Date

No.	Date	Revision

DrawingTitle:

TOPOGRAPHIC AND UTILITY SURVEY

Contract No.

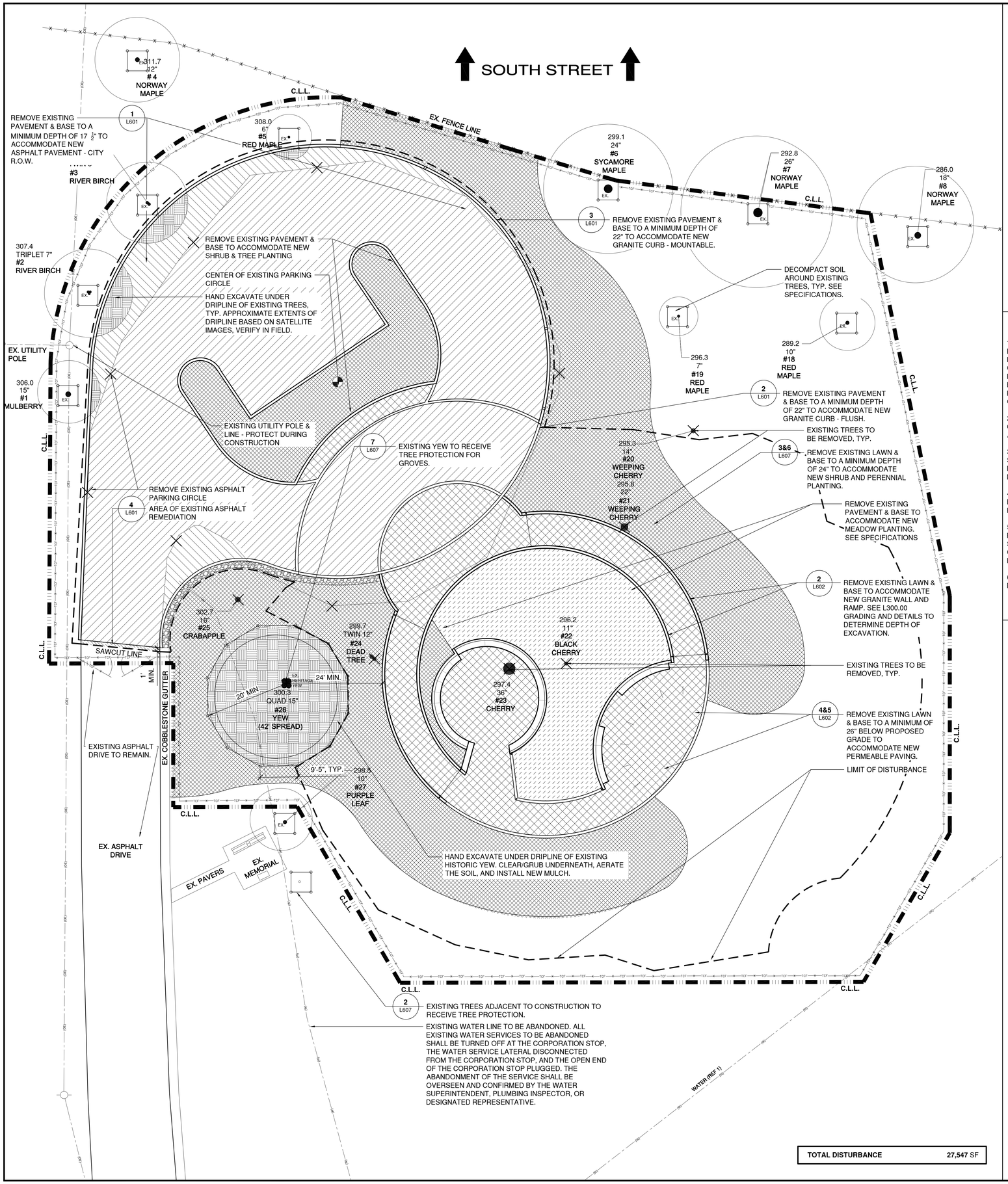
Drawn by: MS

Approved by: BW

Scale: 1" = 20'

Date: MARCH 09, 2024

Sheet No. G001



TOTAL DISTURBANCE 27,547 SF

SURVEY LEGEND/ABBREVIATIONS

- E — ELECTRIC BOX
- EM — ELECTRIC METER
- UTILITY POLE
- GUY WIRE ANCHORAGE
- TREE (W/ DBH)
- TWIN TREES
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- QUADRUPLET TREES (W/ DBH)
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- (E) — ELECTRICAL SUPPLY LINE
- 25 — MAJOR GRADING CONTOUR LINE
- 26 — MINOR GRADING CONTOUR LINE

ASPH.	ASPHALT
B.P.	BOLLARDS POSTS
BR.R.W.	BRICK RETAINING WALL
BR. ST.	BRICK STEPS
C.BL.W.	CONCRETE BLOCK WALL
CONC.	CONCRETE
C.E.	CELLAR ENTRANCE
C.ST.	CONCRETE STEPS
C.R	CONCRETE RAMP
C.R.W.	CONCRETE RETAINING WALL
C.C.	CONCRETE CURB
CIRC.	CIRCULAR PIPE
C.L.F.	CHAIN LINK FENCE
D.C.	DROP CURB
D.F.	DRINKING FOUNTAIN
EGG	EGG PIPE (SEWER SHAPE)
EN.EL.	ENTRANCE ELEVATION
F.P.	FLAGPOLE
G.	GATE
GR.	GRATE OF STRUCTURE
M.C.	METAL COVER
MH. TO MH.	MANHOLE TO MANHOLE
P	PLANTER
PL.	PLATFORM
S.F.C.C.	STEEL FACED CONCRETE CURB
ST.L.	STONE LANDING
ST.ST.	STONE STEPS
TC/BC TW/BW	TOP/BOTTOM OF CURB TOP/BOTTOM OF WALL
(6'H.)	HEIGHT OF STRUCTURE
BL	BUILDING LINE

REMOVALS NOTES

1. BEFORE COMMENCING CONSTRUCTION, PHOTOGRAPH EXISTING SITE CONDITIONS, INCLUDING, BUT NOT LIMITED TO GATES, FENCES, CURBS, DRAINAGE STRUCTURES, WALLS, BUILDING FACADES, THRESHOLDS, AND PLANT MATERIAL. ALL EXISTING SITE ELEMENTS TO REMAIN SHALL BE RETURNED TO FOUND CONDITION AT NO COST TO OWNER.

2. BEFORE COMMENCING CONSTRUCTION, CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS OF THE SITE.

3. SEE SHEET G001.00, SITE SURVEY FOR SITE SURVEY, INFORMATION, AND LEGEND. SURVEY INFORMATION TAKEN FROM SURVEY PREPARED BY MATRIX NEW WORLD ENGINEERING. DATED 2/2/23

4. REFER TO REQUIREMENTS OUTLINED IN THE EROSION & SEDIMENT CONTROL PLANS & NOTES PRIOR TO COMMENCEMENT OF WORK.

5. CONFORM TO APPLICABLE CODE AND PERMIT REQUIREMENTS FOR REMOVAL OF STRUCTURES, SAFETY OF ADJACENT STRUCTURES, DUST CONTROL, RUNOFF CONTROL, AND HAULING DISPOSAL AND STORAGE OF DEBRIS.

6.SEE SHEETS L001.00 AND L002.00 FOR ADDITIONAL NOTES.

7. HAND EXCAVATE WITHIN 5' OF ANY BUILDING.

9. CONTRACTOR SHALL MAKE SAFE ALL CURBS, WALLS, AND ADJACENT PROPERTY AS PROJECT CONDITIONS REQUIRE. ANY SHORING AND SHEETING SHALL BE DESIGNED BY A REGISTERED/PROFESSIONAL ENGINEER, LICENSED IN THE PROJECT JURISDICTION & HIRED BY THE CONTRACTOR WHO SHALL SUBMIT SHOP DRAWINGS AND CALCULATIONS FOR THE OWNER'S REVIEW.

10. ALL REMOVALS AND EXCAVATION WORK PERFORMED WITHIN THE DRIPLINE OF EXISTING TREES SHALL BE PERFORMED BY HAND, UNDER THE SUPERVISION OF THE OWNER'S REPRESENTATIVE. SEE SPECIFICATIONS. CONTRACTOR SHALL PROVIDE OWNER'S REPRESENTATIVE ONE WEEK NOTICE PRIOR TO COMMENCING SUCH WORK.

11. SEE LAYOUT PLANS FOR EXACT LOCATIONS OF ITEMS TO BE REMOVED. REMOVALS DIMENSIONS PROVIDED ON THIS SHEET ARE FOR REMOVALS LIMITS ONLY.

12. PROTECT ALL EXISTING PIPES, DRAINAGE, ETC. FROM DAMAGE DUE TO WEIGHT OF CONSTRUCTION VEHICLES, EQUIPMENT, ETC

REMOVALS LEGEND

- C.L.L. — CONTRACT LIMIT LINE
- EXISTING ITEM TO BE REMOVED
- SAW CUT LINE
- DISTURBANCE LIMITS
- TCF — TEMPORARY CONSTRUCTION FENCE
- REMOVE EXISTING ASPHALT PAVEMENT AND BASE TO ACCOMMODATE DEPTH OF NEW PAVEMENT AND AGGREGATE BASE
- REMOVE EXISTING SURFACING AND BASE TO ACCOMMODATE DEPTH OF NEW PAVEMENT AND AGGREGATE BASE
- AREA OF EXCAVATION BELOW EXISTING LAWN AND BASE FOR PERMEABLE PAVING
- AREA OF EXCAVATION BELOW EXISTING LAWN AND BASE FOR MEADOW PLANTING
- AREA OF HAND EXCAVATION BELOW DRIP LINE OF EXISTING TREES TO REMAIN
- AREA OF ADDITIONAL EXCAVATION BELOW EXISTING PAVEMENT AND BASE FOR GARDEN AREAS AND TREE PITS
- AREA OF ADDITIONAL EXCAVATION BELOW EXISTING PAVEMENT AND BASE FOR CONCRETE
- AREA OF ADDITIONAL EXCAVATION FOR COBBLESTONE SWALE
- AREA OF ASPHALT REMEDIATION
- AREA OF HAND EXCAVATION UNDER DRIP LINE OF EXISTING TREES
- TREE PROTECTION

PROJECT:

NEWBURGH

COLORED BURIAL GROUND REINTERMENT
CITY OF NEWBURGH RFP #18.22

DOWNING PARK
BETWEEN CARPENTER AVE & DUBOIS STREET
NEWBURGH, NY 12550

CLIENT:

CITY OF NEWBURGH
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NEWBURGH, NY 12550
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WASHINGTON, DC 20020
(TEL) 202.505.3515

NORTH

1" = 10' AT FULL SIZE
0 10' 20'

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REVISION No.	DATE	DESCRIPTION

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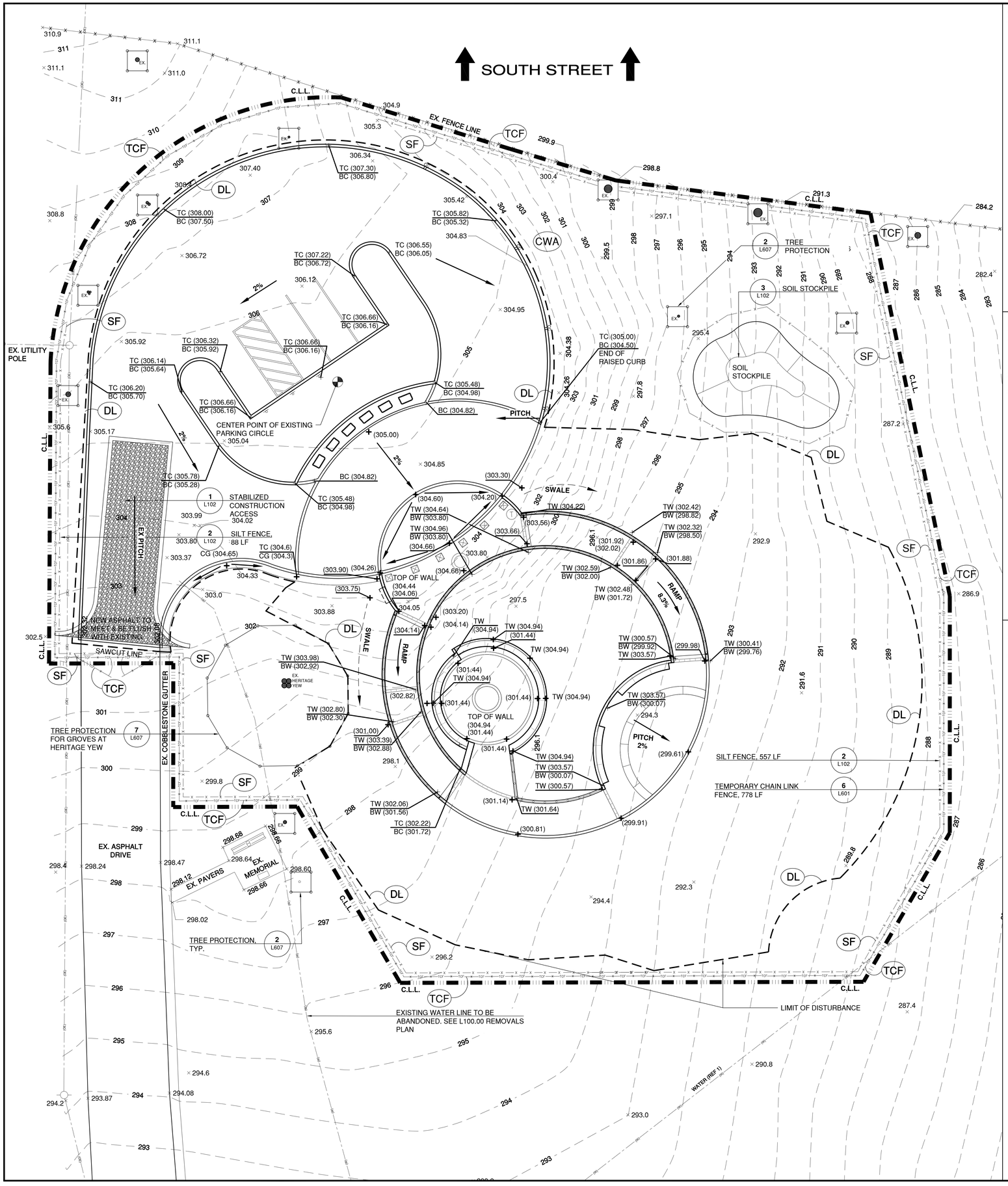
REMOVALS PLAN

DATE:	3/26/2026	**DRAWN BY:**	MP
SCALE:	AS SHOWN	**CHECKED BY:**	EHF, JN, & GS
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DRAWING No: L100.00

SHEET No: 6 of 23

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SURVEY LEGEND/ABBREVIATIONS

- ELECTRIC BOX
- ELECTRIC METER
- UTILITY POLE
- GUY WIRE ANCHORAGE
- TREE (W/ DBH)
- TWIN TREES
- TRIPLET TREES (W/ DBH)
- QUADRUPLET TREES (W/ DBH)
- BENCH (VARIES)
- SIGN (DUAL & SINGLE)
- CHAIN LINK FENCE 6'-0"
- OVERHEAD ELECTRICAL LINE
- STORM DRAIN PIPE
- WATER SUPPLY PIPE
- ELECTRICAL SUPPLY LINE
- MAJOR GRADING CONTOUR LINE
- MINOR GRADING CONTOUR LINE

ASPH.	ASPHALT
B.P.	BOLLARDS POSTS
BR.R.W.	BRICK RETAINING WALL
BR. ST.	BRICK STEPS
C.BL.W.	CONCRETE BLOCK WALL
CONC.	CONCRETE
C.E.	CELLAR ENTRANCE
C.ST.	CONCRETE STEPS
C.R	CONCRETE RAMP
C.R.W.	CONCRETE RETAINING WALL
C.C.	CONCRETE CURB
CIRC.	CIRCULAR PIPE
C.L.F.	CHAIN LINK FENCE
D.C.	DROP CURB
D.F.	DRINKING FOUNTAIN
EGG	EGG PIPE (SEWER SHAPE)
EN.EL.	ENTRANCE ELEVATION
F.P.	FLAGPOLE
G.	GATE
GR.	GRATE OF STRUCTURE
M.C.	METAL COVER
MH. TO MH.	MANHOLE TO MANHOLE
P	PLANTER
PL.	PLATFORM
S.F.C.C.	STEEL FACED CONCRETE CURB
ST.L.	STONE LANDING
ST.ST.	STONE STEPS
TC/BC TW/BW	TOP/BOTTOM OF CURB TOP/BOTTOM OF WALL
(6'H.)	HEIGHT OF STRUCTURE
	BUILDING LINE

EROSION AND SEDIMENT CONTROL NOTES

1. SEE SHEET G001.00, SITE SURVEY FOR SITE SURVEY, INFORMATION, AND LEGEND. SURVEY INFORMATION TAKEN FROM SURVEY PREPARED BY MATRIX NEW WORLD ENGINEERING. DATED 3/9/24
2. SEE SHEETS L001.00, L002.00, AND L003.00 FOR ADDITIONAL NOTES.
3. PRIOR TO SITE DISTURBANCE, CONTRACTOR TO INSTALL EROSION & SEDIMENT CONTROL MEASURES.

EROSION AND SEDIMENT CONTROL LEGEND

- CONTRACT LIMIT LINE
- DISTURBANCE LIMITS
- TEMPORARY CONSTRUCTION FENCE
- SILT FENCE
- CONCRETE WASHOUT AREA
- STABILIZED CONSTRUCTION ENTRANCE
- TREE PROTECTION
- STONE BOULDERS/BENCHES
- GRANITE BOLLARDS
- BRONZE PLAQUES
- GRANITE WALL WITH METAL RAILING
- GRANITE CURB WITH CURB CUTS

PROJECT:

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EROSION AND SEDIMENT CONTROL PLAN

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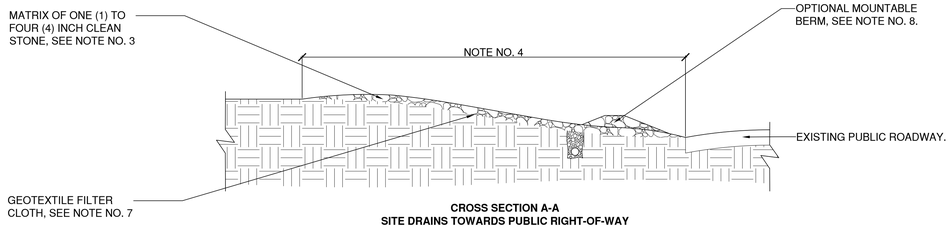
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SHEET No: 7 of 23

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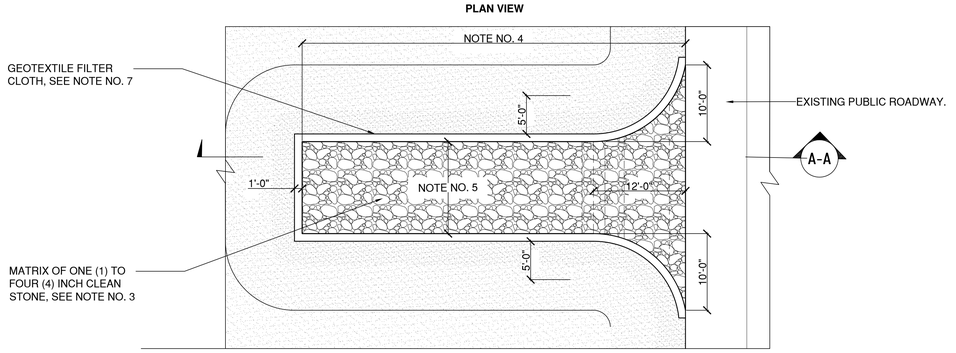
NOTES:

1. REFER TO THE NYS STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL FOR ADDITIONAL INFORMATION.
2. REMOVE ALL VEGETATION, TOPSOIL, AND ANY OTHER UNSUITABLE MATERIAL FROM THE FOUNDATION AREA, GRADE, AND CROWN FOR POSITIVE DRAINAGE.
3. STONE SHALL BE A MATRIX OF ONE (1) TO FOUR (4) INCH CLEAN STONE.
4. THE LENGTH SHALL BE A MINIMUM OF FIFTY (50) FEET. A SHORTER LENGTH MAY BE USED UPON APPROVAL BY THE LOCAL STORMWATER MANAGEMENT OFFICER AND/OR THE NYSDEC.
5. THE WIDTH SHALL BE TWELVE (12) FEET MINIMUM. TWENTY-FOUR (24) FEET MINIMUM IF THERE IS ONLY ONE ACCESS TO THE SITE.
6. THE DEPTH OF STONE SHALL BE SIX (6) INCHES MINIMUM.
7. GEOTEXTILE FILTER CLOTH SHALL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACEMENT OF STONE. THE FILTER CLOTH SHALL BE INERT TO COMMONLY ENCOUNTERED CHEMICALS, HYDRO-CARBONS, MILDEW, AND ROT RESISTANT; TREVIRA SPUNBOUND 1115, MIRAFI 100X, TYPAR 3401, OR EQUIVALENT IN LIGHT DUTY APPLICATION. TREVIRA SPUNBOUND 1135, MIRAFI 600X, OR EQUIVALENT IN HEAVY DUTY APPLICATION.
8. ALL SURFACE WATER FLOWING AND/OR DIVERTED TOWARD THE STABILIZED CONSTRUCTION ACCESS SHALL BE PIPED BENEATH. IN THE EVENT PIPING IS IMPRACTICABLE, A MOUNTABLE BERM CONSISTING OF 5 HORIZONTAL TO 1 VERTICAL SIDE SLOPES AND A THREE (3) FOOT TABLE TOP SHALL BE PERMITTED.
9. PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN EVENT. THE ACCESS SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAYTHIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE OR FULL DEPTH RESTORATION WITH CLEAN STONE. A STOCKPILE OF STONE SHALL BE MAINTAINED ONSITE FOR MAINTENANCE PURPOSES. ALL SEDIMENT SPILLED, DROPPED, OR WASHED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY AND RETURNED TO THE CONSTRUCTION SITE OR DISPOSED OF IN A MANNER APPROVED BY THE LOCAL STORMWATER MANAGEMENT OFFICER, THEIR INSPECTOR, AND/OR THE NYSDEC.



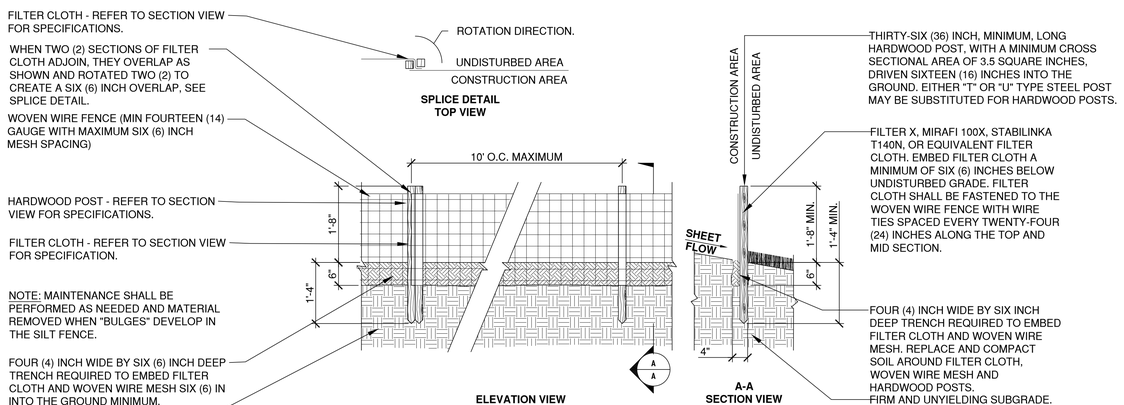
CROSS SECTION A-A
SITE DRAINS TOWARDS PUBLIC RIGHT-OF-WAY

PLAN VIEW



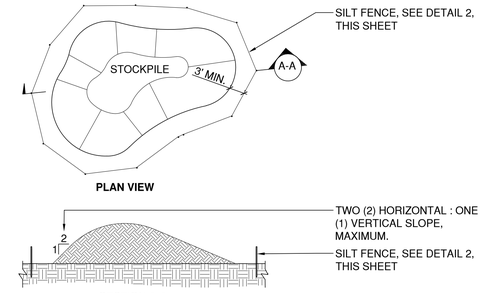
CITY OF NEWBURGH STANDARD DETAIL

1 STABILIZED CONSTRUCTION ACCESS
NOT TO SCALE



CITY OF NEWBURGH STANDARD DETAIL

2 SILT FENCE
3/4" = 1'-0"



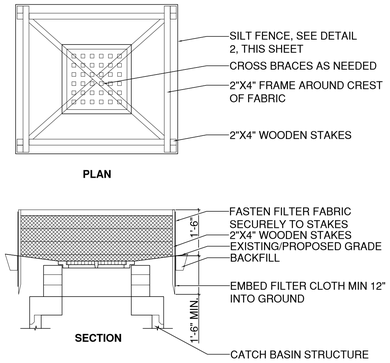
PLAN VIEW

SECTION A-A

NOTES:
1. SOIL STOCKPILES MUST BE PROTECTED BY THE USE OF ESTABLISHED VEGETATION, ANCHORED STRAW MULCH, ROLLED STABILIZATION MATTING, OR OTHER DURABLE COVERING.

CITY OF NEWBURGH STANDARD DETAIL

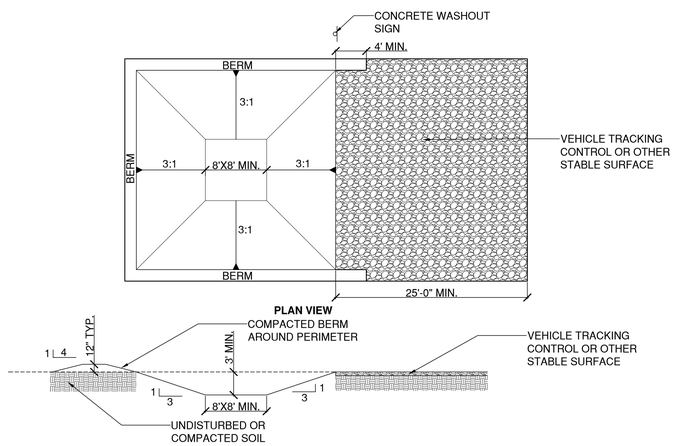
3 SOIL STOCKPILE
1" = 1'-0"



DETAIL NOTES:

1. FILTER FABRIC SHALL HAVE AN EOS OF 40-85.
2. CUT FABRIC FROM CONTINUOUS ROLL TO ELIMINATE JOINTS. IF JOINTS ARE NEEDED, OVERLAP TO THE NEXT STAKE.
3. STAKE MATERIALS WILL BE STANDARD 2"X4" WOOD OR EQUIVALENT, WITH A MINIMUM LENGTH OF 3 FEET.
4. SPACE STAKES EVENLY AROUND INLET 3 FEET APART AND DRIVE MINIMUM 18" DEEP. SPANS GREATER THAN 3 FEET MAY BE BRIDGED WITH THE USE OF WIRE MESH BEHIND FABRIC FOR SUPPORT.
5. FABRIC SHALL BE EMBEDDED 1 FOOT MINIMUM BELOW GROUND AND BACKFILLED. IT SHALL BE SECURELY FASTENED TO THE STAKES AND FRAME.
6. A 2"X4" WOOD FRAME SHALL BE COMPLETED AROUND THE CREST OF THE FABRIC FOR OVERFLOW STABILITY.
7. MAXIMUM DRAINAGE AREA IS 1 ACRE.
8. INLET PROTECTION SHALL REMAIN IN-PLACE UNTIL SITE HAS BEEN STABILIZED.

4 TEMPORARY OUT OF PAVEMENT FILTER FABRIC DROP INLET PROTECTION
1/2" = 1'-0"



SECTION VIEW

DETAIL NOTES:

1. SEE L101.00 EROSION AND SEDIMENT CONTROL PLAN FOR RECOMMENDED LOCATION.
2. DO NOT LOCATE AN UNLINED CONCRETE WASHOUT AREA (CWA) WITHIN 400' OF ANY NATURAL DRAINAGE PATHWAY OR WATERBODY. DO NOT LOCATE WITHIN 1,000' OF ANY WELLS OR DRINKING WATER SOURCES. IF SITE CONSTRAINTS MAKE THIS INFEASIBLE, OR IF HIGHLY PERMEABLE SOILS EXIST ON SITE, THE CWA MUST BE INSTALLED WITH AN IMPERMEABLE LINER (16 MIL MIN. THICKNESS) OR SURACE STORAGE ALTERNATIVES USING PREFABRICATED CONCRETE WASHOUT DEVICES OR A LINED ABOVE GROUND STORAGE SHOULD BE USED.
3. THE CWA SHALL BE INSTALLED PRIOR TO CONCRETE PLACEMENT ON SITE.
4. CWA SHALL INCLUDE A FLAT SUBSURFACE PUT THAT IS AT LEAST 8' BY 8'. SLOPES LEADING OUT OF THE SUBSURFACE PIT SHALL BE 3:1 OR FLATTER. THE PIT SHALL BE AT LEAST 3' DEEP.
5. BERM SURROUNDING SIDE4S AND BACK OF THE CWA SHALL HAVE A MINIMUM HEIGHT OF 1'.
6. VEHICLE TRACKING PAD SHALL BE SLOPED 2% TOWARDS THE CWA.
7. SIGNS SHALL BE PLACED AT THE CONSTRUCTION ENTRANCE, AT THE CWA, AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CWA TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS.
8. USE EXCAVATED MATERIAL FOR PERIMETER BERM CONSTRUCTION.

5 CONSTRUCTION WASHOUT AREA
NOT TO SCALE

PROJECT:

NEWBURGH
COLORED BURIAL GROUND REINTERMENT
CITY OF NEWBURGH RFP #18.22

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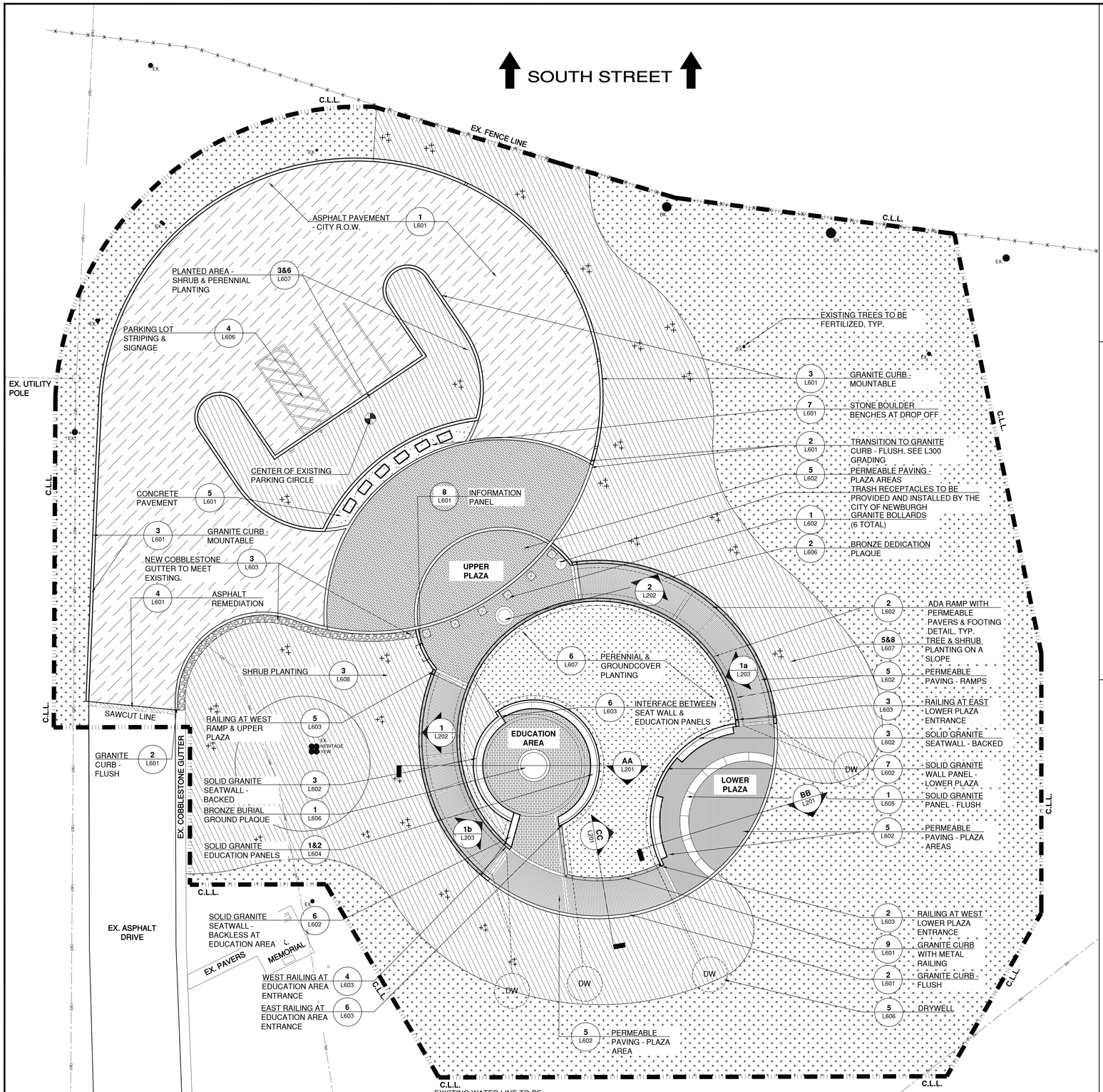
EROSION & SEDIMENT CONTROL DETAILS

DATE:	3/26/2026	**DRAWN BY:**	MP
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DRAWING No: L102.00

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SURVEY LEGEND/ABBREVIATIONS

E	ELECTRIC BOX	ASPH.	ASPHALT
EM	ELECTRIC METER	B.P.	BOLLARDS POSTS
	UTILITY POLE	BR.R.W.	BRICK RETAINING WALL
	GUY WIRE ANCHORAGE	BR. ST.	BRICK STEPS
	TREE (W/ DBH)	C.BL.W.	CONCRETE BLOCK WALL
	TWIN TREES	CONC.	CONCRETE
	TRIPLET TREES (W/ DBH)	C.E.	CELLAR ENTRANCE
	QUADRUPLET TREES (W/ DBH)	C.ST.	CONCRETE STEPS
	BENCH (VARIES)	C.R	CONCRETE RAMP
	SIGN (DUAL & SINGLE)	C.R.W.	CONCRETE RETAINING WALL
(# CLF)	CHAIN LINK FENCE 6'-0"	C.C.	CONCRETE CURB
(OE)	OVERHEAD ELECTRICAL LINE	CIRC.	CIRCULAR PIPE
(ST)	STORM DRAIN PIPE	C.L.F.	CHAIN LINK FENCE
(W)	WATER SUPPLY PIPE	D.C.	DROP CURB
(E)	ELECTRICAL SUPPLY LINE	D.F.	DRINKING FOUNTAIN
25	MAJOR GRADING CONTOUR LINE	EGG	EGG PIPE (SEWER SHAPE)
26	MINOR GRADING CONTOUR LINE	EN.EL.	ENTRANCE ELEVATION
		F.P.	FLAGPOLE
		G.	GATE
		GR.	GRATE OF STRUCTURE
		M.C.	METAL COVER
		MH. TO MH.	MANHOLE TO MANHOLE
		P	PLANTER
		PL.	PLATFORM
		S.F.C.C.	STEEL FACED CONCRETE CURB
		ST.L.	STONE LANDING
		ST.ST.	STONE STEPS
		TC/BC TW/BW	TOP/BOTTOM OF CURB
		(6'H.)	TOP/BOTTOM OF WALL
			HEIGHT OF STRUCTURE
			BUILDING LINE

MATERIALS NOTES

1. SEE SHEET G001.00, SITE SURVEY FOR SITE SURVEY, INFORMATION, AND LEGEND. SURVEY INFORMATION TAKEN FROM SURVEY PREPARED BY MATRIX NEW WORLD ENGINEERING. DATED 3/9/24
2. SEE SHEETS L001.00 AND L002.00 FOR ADDITIONAL NOTES.

MATERIALS LEGEND

- CONTRACT LIMIT LINE
- FULL DEPTH ASPHALT PAVEMENT
- ASPHALT REMEDIATION
- CONCRETE PAVEMENT
- PERMEABLE PAVERS - TYPE 1
- PERMEABLE PAVERS - TYPE 2
- MEADOW PLANTING
- GARDEN AREA
- COBBLESTONE SWALE
- RESEEDED LAWN
- UNDERSTORY TREE
- EXISTING TREES
- STONE BOULDER BENCHES
- GRANITE BOLLARDS
- BRONZE PLAQUES
- GRANITE WALL WITH METAL RAILING
- GRANITE CURB WITH CURB CUTS
- DRAINAGE PIPING
- DW DRYWELL

PROJECT:

NEWBURGH

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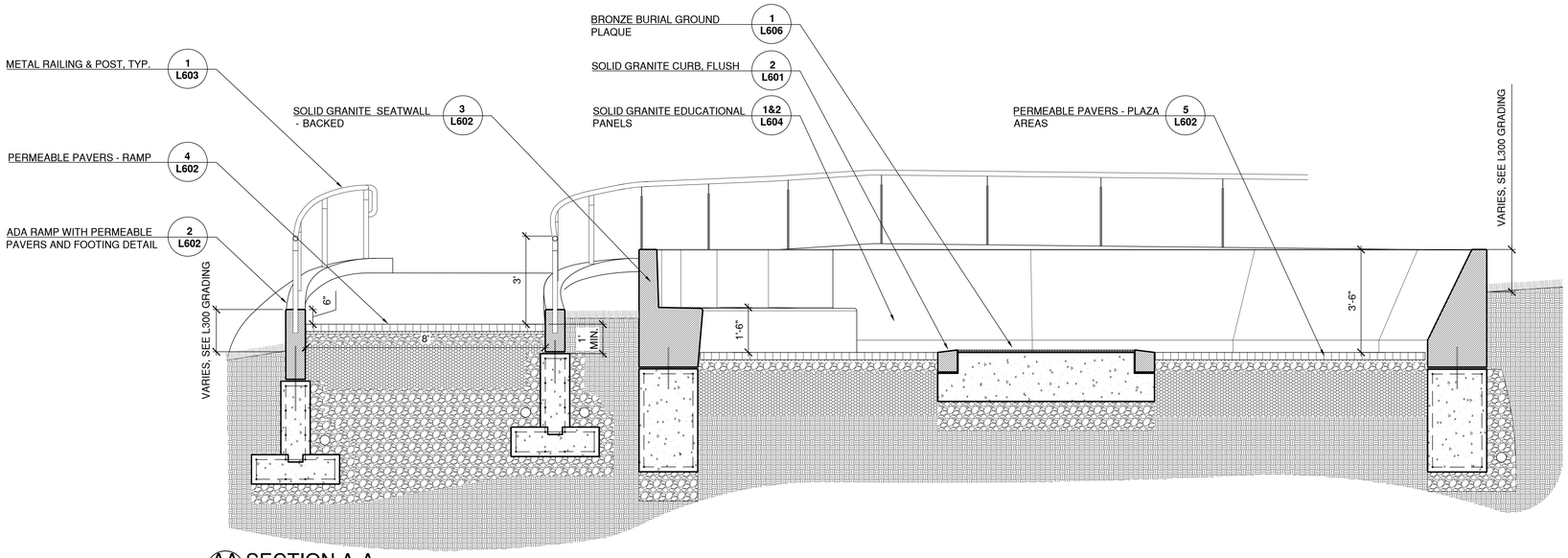
MATERIALS PLAN

DATE:	3/26/2026	**DRAWN BY:**	MP
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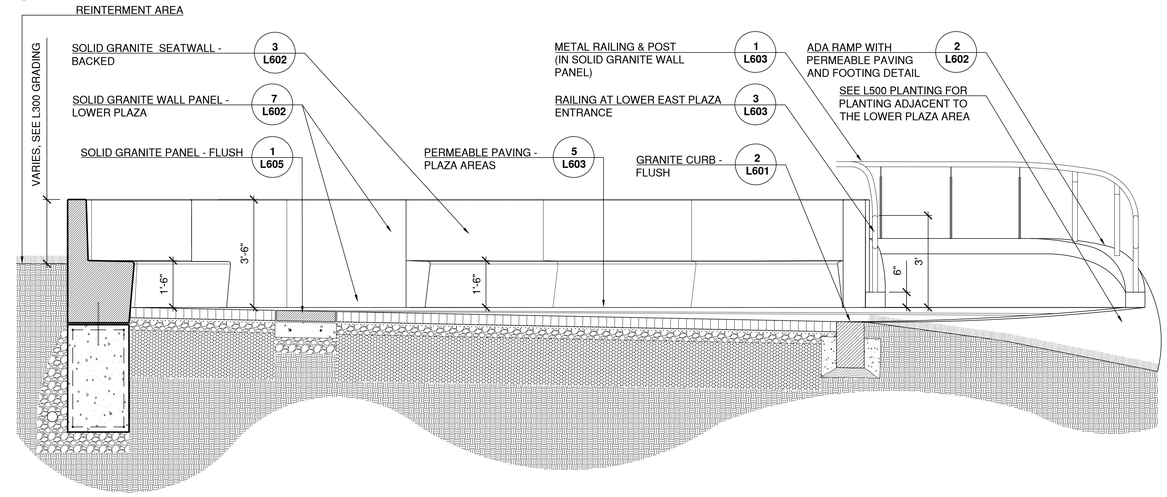
DRAWING No: L200.00

SHEET No: 9 of 23

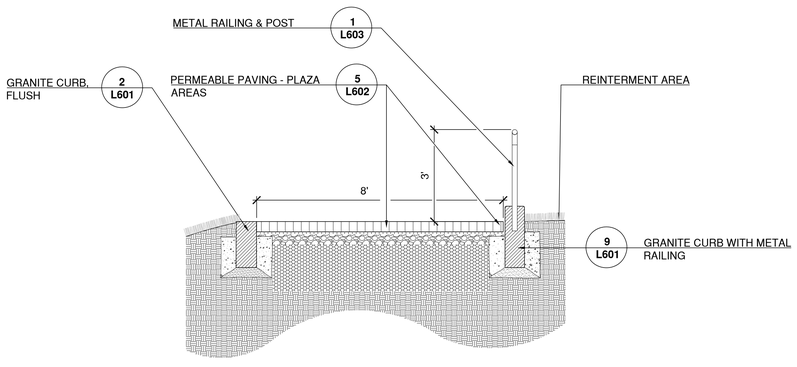
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AA SECTION A-A
1/2" = 1'-0"



BB SECTION B-B
1/2" = 1'-0"



CC SECTION C-C
1/2" = 1'-0"

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REVISION No.	DATE	DESCRIPTION

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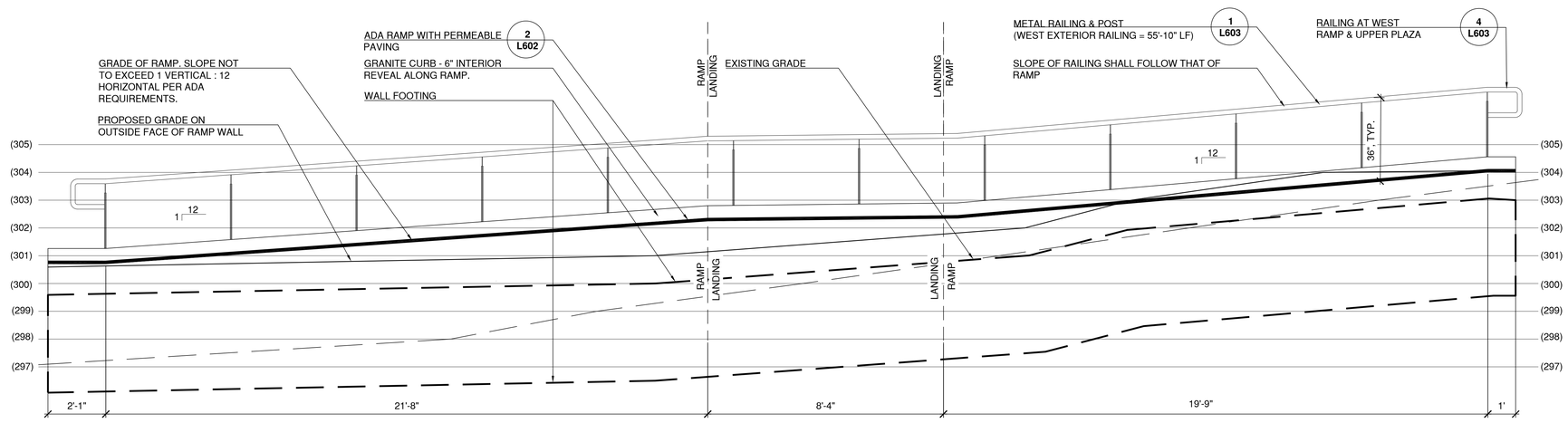
SECTIONS

DATE:	3/26/2026	**DRAWN BY:**	VHC & MP
SCALE:	AS SHOWN	**CHECKED BY:**	EHF, JN, & GS
DOB SIGN OFF:		**SEAL:**	

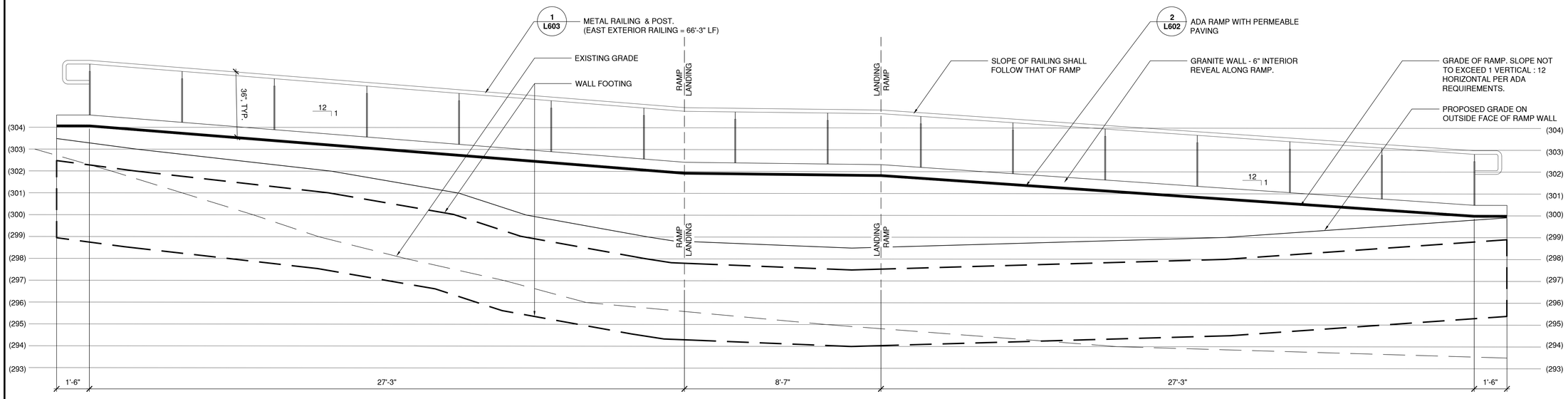
DRAWING No: L201.00

SHEET No: 10 of 23

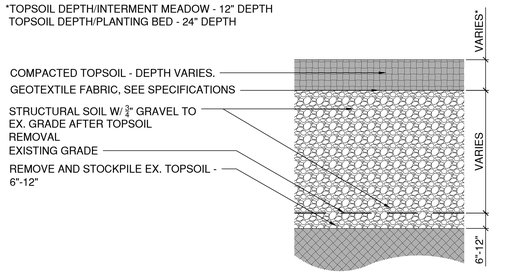
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1 WEST RAMP EXTERIOR ELEVATION
1/2" = 1'-0"



2 EAST RAMP EXTERIOR ELEVATION
1/2" = 1'-0"



3 TOPSOIL/GEOEXTILE PLACEMENT DETAIL
1/2" = 1'-0"

PROJECT:

NEWBURGH
COLORED BURIAL GROUND REINTERMENT
CITY OF NEWBURGH RFP #18.22

DOWNING PARK
BETWEEN CARPENTER AVE & DUBOIS STREET
NEWBURGH, NY 12550

CLIENT:

CITY OF NEWBURGH
83 BROADWAY
NEWBURGH, NY 12550
O: 845.569.9400

CONSULTANT:

STUDIO HIP
LANDSCAPE ARCHITECTURE, PLLC

202 CROTON AVE.
OSSINING, NY 10562
T 914.384.2131

CONSULTANT:

PUSH STUDIO

1346 TALBERT TERRACE SE
WASHINGTON, DC 20020
(TEL) 202.505.3515

NORTH

1" = 10' AT FULL SIZE
0 10' 20'

100% DRAWING SET
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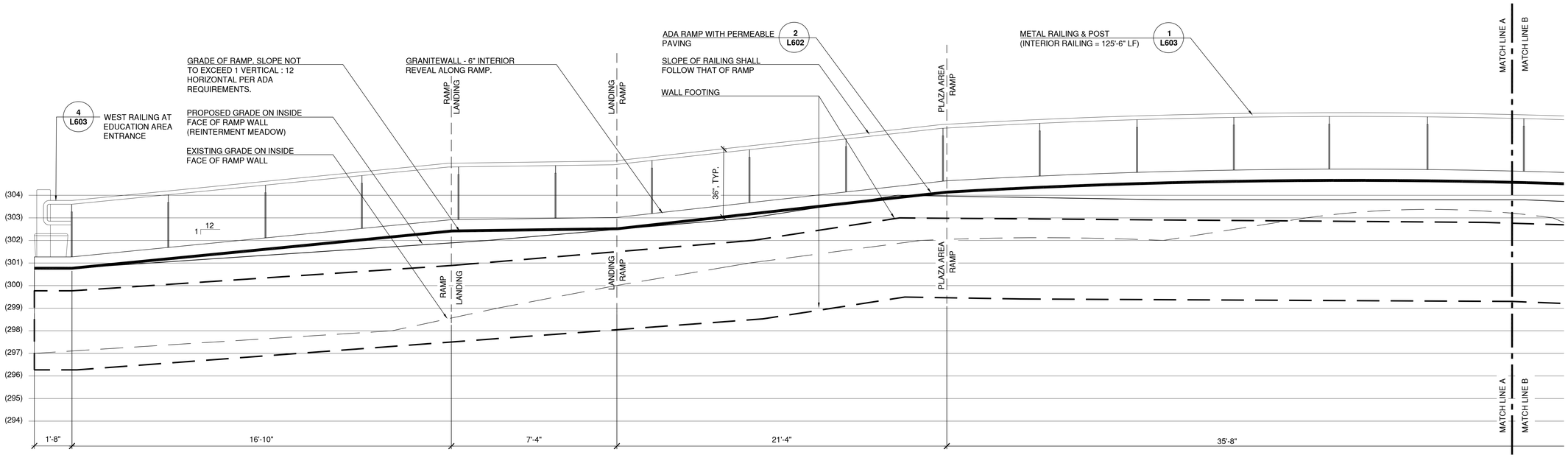
RAMP ELEVATIONS 1

DATE: 3/26/2026	**DRAWN BY:** MP
SCALE: AS SHOWN	**CHECKED BY:** EHF, JN, & GS
DOB SIGN OFF:	**SEAL:**

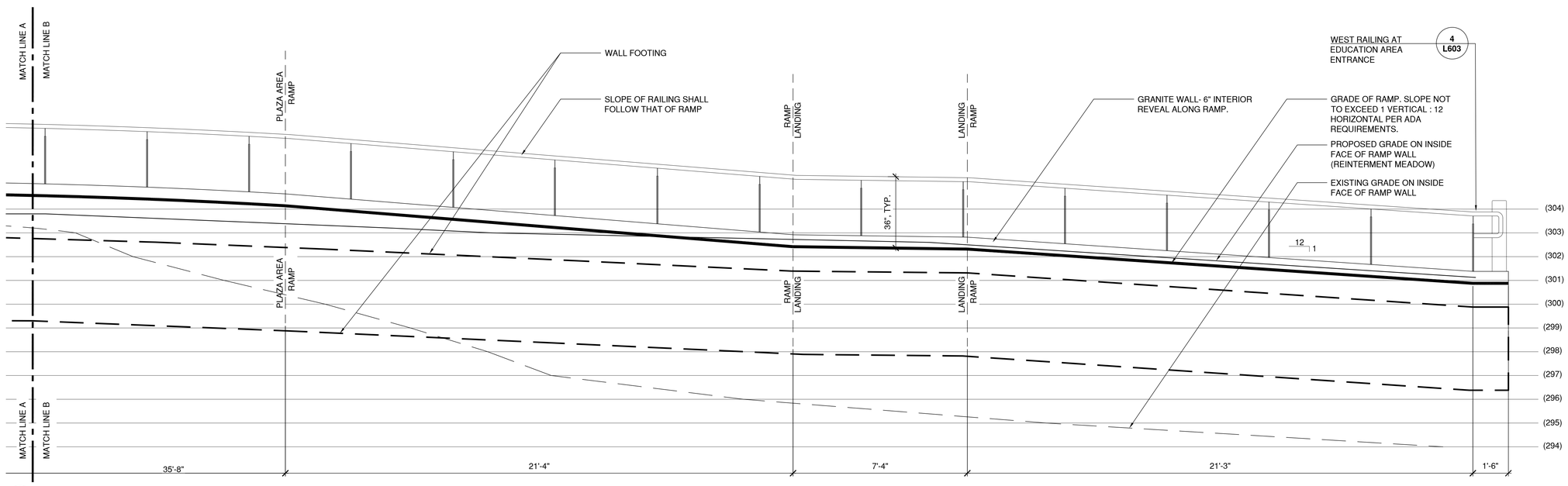
DRAWING No: L202

SHEET No: 11 of 23

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1a RAMP INTERIOR ELEVATION - EAST SIDE - REINTERMENT MEADOW
1/2" = 1'-0"



1b RAMP INTERIOR ELEVATION - WEST SIDE - REINTERMENT MEADOW
1/2" = 1'-0"

PROJECT:

NEWBURGH

COLORED BURIAL GROUND REINTERMENT
CITY OF NEWBURGH RFP #18.22

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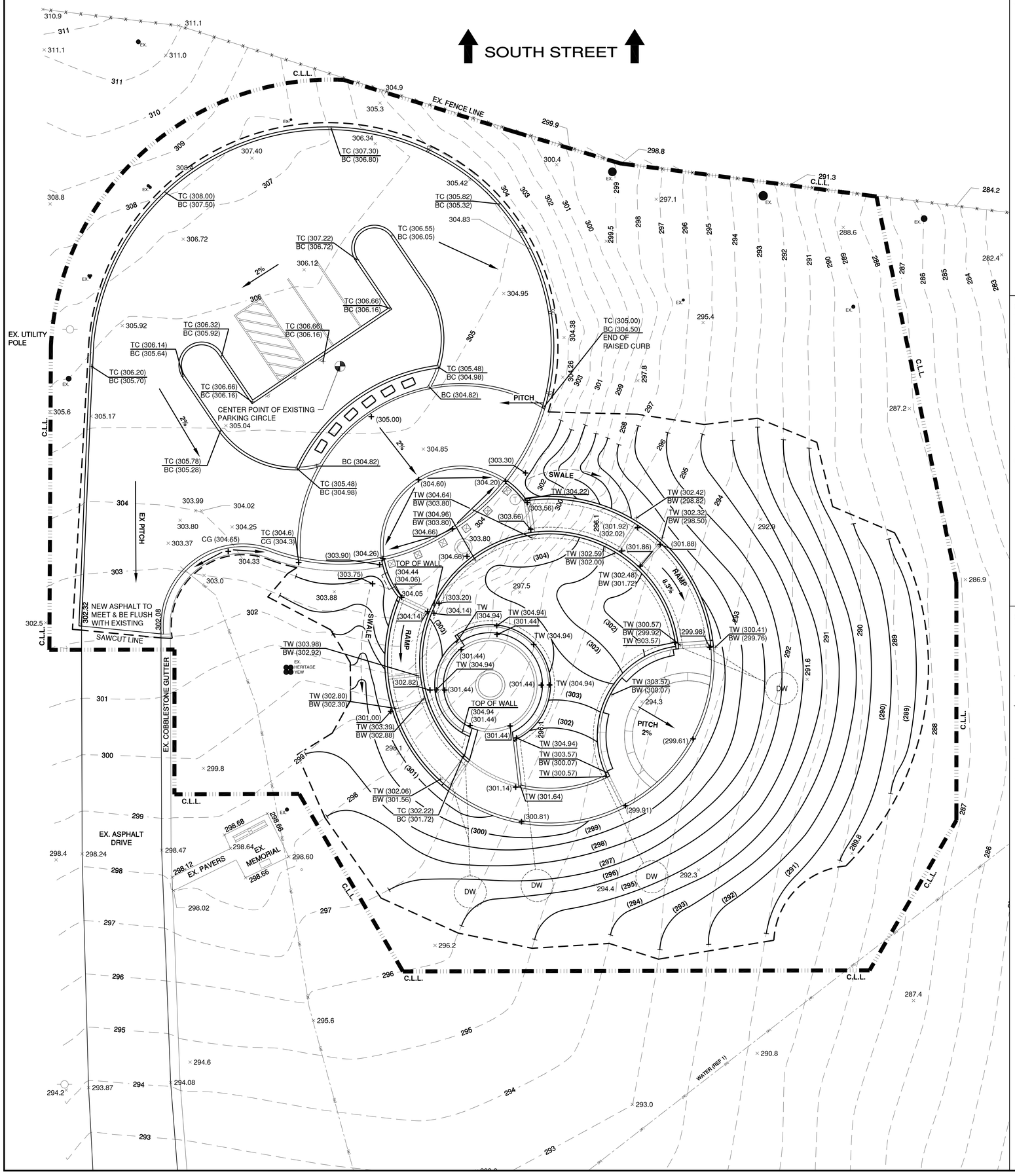
RAMP ELEVATIONS 2

DATE:	3/26/2026	**DRAWN BY:**	MP
SCALE:	AS SHOWN	**CHECKED BY:**	EHF, JN, & GS
DOB SIGN OFF:		**SEAL:**	

DRAWING No: L203

SHEET No: 12 of 23

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SURVEY LEGEND/ABBREVIATIONS

E	ELECTRIC BOX
EM	ELECTRIC METER
	UTILITY POLE
	GUY WIRE ANCHORAGE
	TREE (W/ DBH)
	TWIN TREES
	TRIPLET TREES (W/ DBH)
	QUADRUPLET TREES (W/ DBH)
	BENCH (VARIES)
	SIGN (DUAL & SINGLE)
(# CLF)	CHAIN LINK FENCE 6'-0"
(OE)	OVERHEAD ELECTRICAL LINE
(ST)	STORM DRAIN PIPE
(W)	WATER SUPPLY PIPE
(E)	ELECTRICAL SUPPLY LINE
25	MAJOR GRADING CONTOUR LINE
26	MINOR GRADING CONTOUR LINE

ASPH.	ASPHALT
B.P.	BOLLARDS POSTS
BR.R.W.	BRICK RETAINING WALL
BR. ST.	BRICK STEPS
C.BL.W.	CONCRETE BLOCK WALL
CONC.	CONCRETE
C.E.	CELLAR ENTRANCE
C.ST.	CONCRETE STEPS
C.R	CONCRETE RAMP
C.R.W.	CONCRETE RETAINING WALL
C.C.	CONCRETE CURB
CIRC.	CIRCULAR PIPE
C.L.F.	CHAIN LINK FENCE
D.C.	DROP CURB
D.F.	DRINKING FOUNTAIN
EGG	EGG PIPE (SEWER SHAPE)
EN.EL.	ENTRANCE ELEVATION
F.P.	FLAGPOLE
G.	GATE
GR.	GRATE OF STRUCTURE
M.C.	METAL COVER
MH. TO MH.	MANHOLE TO MANHOLE
P	PLANTER
PL.	PLATFORM
S.F.C.C.	STEEL FACED CONCRETE CURB
ST.L.	STONE LANDING
ST.ST.	STONE STEPS
TC/BC TW/BW	TOP/BOTTOM OF CURB TOP/BOTTOM OF WALL
(6'H.)	HEIGHT OF STRUCTURE
	BUILDING LINE

GRADING NOTES

1. SEE SHEET G001.00, SITE SURVEY FOR SITE SURVEY, INFORMATION, AND LEGEND. SURVEY INFORMATION TAKEN FROM SURVEY PREPARED BY MATRIX NEW WORLD ENGINEERING. DATED 3/9/24
2. SEE SHEETS L001.00, L002.00, AND L003.00 FOR ADDITIONAL NOTES.
3. ALL ROUGH GRADES OF PLANTING AREAS SHALL BE APPROVED BY OWNER'S REPRESENTATIVE AND ENGINEER PRIOR TO FINE GRADING.
4. PRIOR TO SITE DISTURBANCE, CONTRACTOR TO INSTALL EROSION & SEDIMENT CONTROL MEASURES.
5. ALL EARTHWORK SHALL BE SMOOTHLY AND EVENLY BLENDED INTO EXISTING CONDITIONS. NO WORK, STORAGE OR TRESPASS SHALL BE PERMITTED BEYOND THE BOUNDARIES OF ANY EASEMENT OR PROPERTY LINE.
6. RAISE ALL EXISTING UTILITY COVERS TO MATCH PROPOSED GRADES FLUSH.

GRADING LEGEND

C.L.L.	CONTRACT LIMIT LINE
	DISTURBANCE LIMITS
	EXISTING CONTOUR
	CONTOUR
	SWALE
+ 56.25	EXISTING SPOT ELEVATION
+ (56.25)	SPOT ELEVATION
TC 58.29 + BC 58.19	TOP OF CURB | BOTTOM OF CURB
TW 58.29 + BW 58.19	TOP OF WALL | BOTTOM OF WALL
+ FC 56.25	TOP OF FLUSH CURB ELEVATION
+ RIM (56.25)	RIM ELEVATION
+ TG (56.25)	TOP OF GRATE ELEVATION
+ OF (56.25)	OVERFLOW ELEVATION
+ CG (56.25)	COBBLESTONE GUTTER
INV (56.25)	HIGH POINT
	TREE PROTECTION
	GRANITE WALL
	DRAINAGE PIPING
DW	DRYWELL

PROJECT:

NEWBURGH

COLORED BURIAL GROUND REINTERMENT
CITY OF NEWBURGH RFP #18.22

DOWNING PARK
BETWEEN CARPENTER AVE & DUBOIS STREET
NEWBURGH, NY 12550

CLIENT:

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O: 845.569.9400

CONSULTANT:

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NORTH

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0 10' 20'

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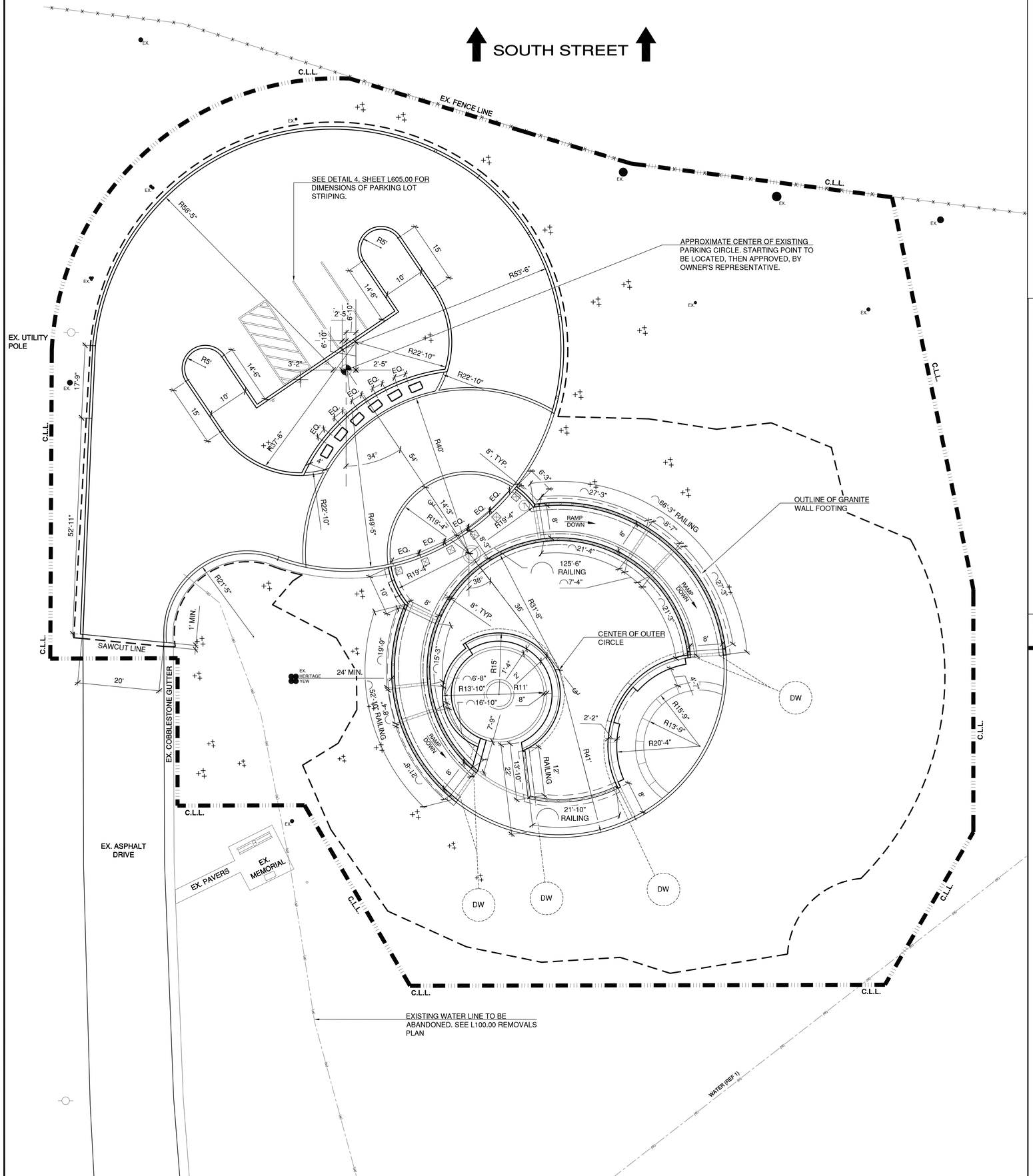
GRADING PLAN

DATE:	3/26/2026	**DRAWN BY:**	MP
SCALE:	AS SHOWN	**CHECKED BY:**	EHF, JN, & GS
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DRAWING No: L300.00

SHEET No: 13 of 23

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SURVEY LEGEND/ABBREVIATIONS

E	ELECTRIC BOX	ASPH.	ASPHALT
EM	ELECTRIC METER	B.P.	BOLLARDS POSTS
	UTILITY POLE	BR.R.W.	BRICK RETAINING WALL
	GUY WIRE ANCHORAGE	BR. ST.	BRICK STEPS
	TREE (W/ DBH)	C.BL.W.	CONCRETE BLOCK WALL
	TWIN TREES	CONC.	CONCRETE
	TRIPLET TREES (W/ DBH)	C.E.	CELLAR ENTRANCE
	QUADRUPLET TREES (W/ DBH)	C.ST.	CONCRETE STEPS
	BENCH (VARIES)	C.R	CONCRETE RAMP
	SIGN (DUAL & SINGLE)	C.R.W.	CONCRETE RETAINING WALL
(# CLF)	CHAIN LINK FENCE 6'-0"	C.C.	CONCRETE CURB
(OE)	OVERHEAD ELECTRICAL LINE	CIRC.	CIRCULAR PIPE
(ST)	STORM DRAIN PIPE	C.L.F.	CHAIN LINK FENCE
(W)	WATER SUPPLY PIPE	D.C.	DROP CURB
(E)	ELECTRICAL SUPPLY LINE	D.F.	DRINKING FOUNTAIN
25	MAJOR GRADING CONTOUR LINE	EGG	EGG PIPE (SEWER SHAPE)
26	MINOR GRADING CONTOUR LINE	EN.EL.	ENTRANCE ELEVATION
		F.P.	FLAGPOLE
		G.	GATE
		GR.	GRATE OF STRUCTURE
		M.C.	METAL COVER
		MH. TO MH.	MANHOLE TO MANHOLE
		P	PLANTER
		PL.	PLATFORM
		S.F.C.C.	STEEL FACED CONCRETE CURB
		ST.L.	STONE LANDING
		ST.ST.	STONE STEPS
		TC/BC TW/BW	TOP/BOTTOM OF CURB
		(6'H.)	TOP/BOTTOM OF WALL
			HEIGHT OF STRUCTURE
			BUILDING LINE

LAYOUT NOTES

1. SITE FURNITURE SHALL BE LOCATED IN FIELD BY LANDSCAPE ARCHITECT, TYP.
2. SEE SHEET G001.00, SITE SURVEY FOR SITE SURVEY, INFORMATION, AND LEGEND. SURVEY INFORMATION TAKEN FROM SURVEY PREPARED BY MATRIX NEW WORLD ENGINEERING. DATED 3/9/24
3. SEE SHEETS L001.00, L002.00, L003.00 FOR ADDITIONAL NOTES.
4. RADIUS POINTS TO MEET AND BE FLUSH, TYP.

LAYOUT LEGEND

- C.L.L. — CONTRACT LIMIT LINE
- TREE PIT WITH METAL EDGING
- STONE BOULDER BENCHES
- GRANITE BOLLARDS
- POINT OF BEGINNING
- GRANITE WALL WITH RAILING
- WALL FOOTING
- GRANITE CURB WITH CURB CUTS
- DRAINAGE PIPING
- DW — DRYWELL

PROJECT:

NEWBURGH

COLORED BURIAL GROUND REINTERMENT
CITY OF NEWBURGH RFP #18.22

DOWNING PARK
BETWEEN CARPENTER AVE & DUBOIS STREET
NEWBURGH, NY 12550

CLIENT:

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NORTH

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0 10' 20'

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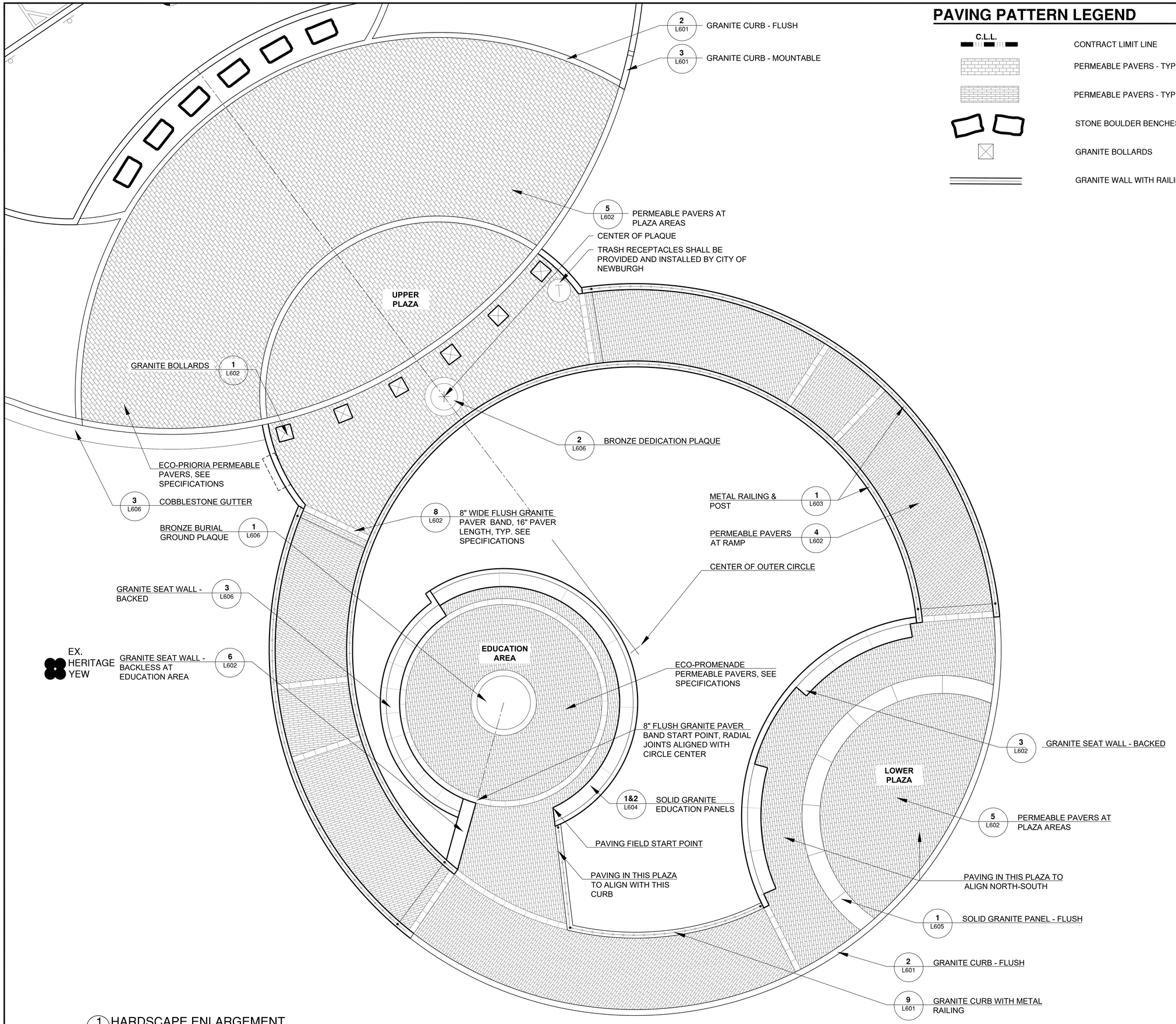
LAYOUT PLAN

DATE:	3/26/2026	**DRAWN BY:**	MP
SCALE:	AS SHOWN	**CHECKED BY:**	EHF, JN, & GS
DOB SIGN OFF:		**SEAL:**	

DRAWING No: L400.00

SHEET No: 14 of 23

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1 HARDSCAPE ENLARGEMENT
1/4" = 1'-0"

PAVING PATTERN LEGEND

- C.L.L. — CONTRACT LIMIT LINE
- PERMEABLE PAVERS - TYPE 1
- PERMEABLE PAVERS - TYPE 2
- STONE BOULDER BENCHES
- GRANITE BOLLARDS
- GRANITE WALL WITH RAILING

PROJECT:

NEWBURGH

COLORED BURIAL GROUND REINTERMENT
CITY OF NEWBURGH RFP #18.22

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NORTH

PRINT 100% AT 30" X 42"
SCALE AS NOTED

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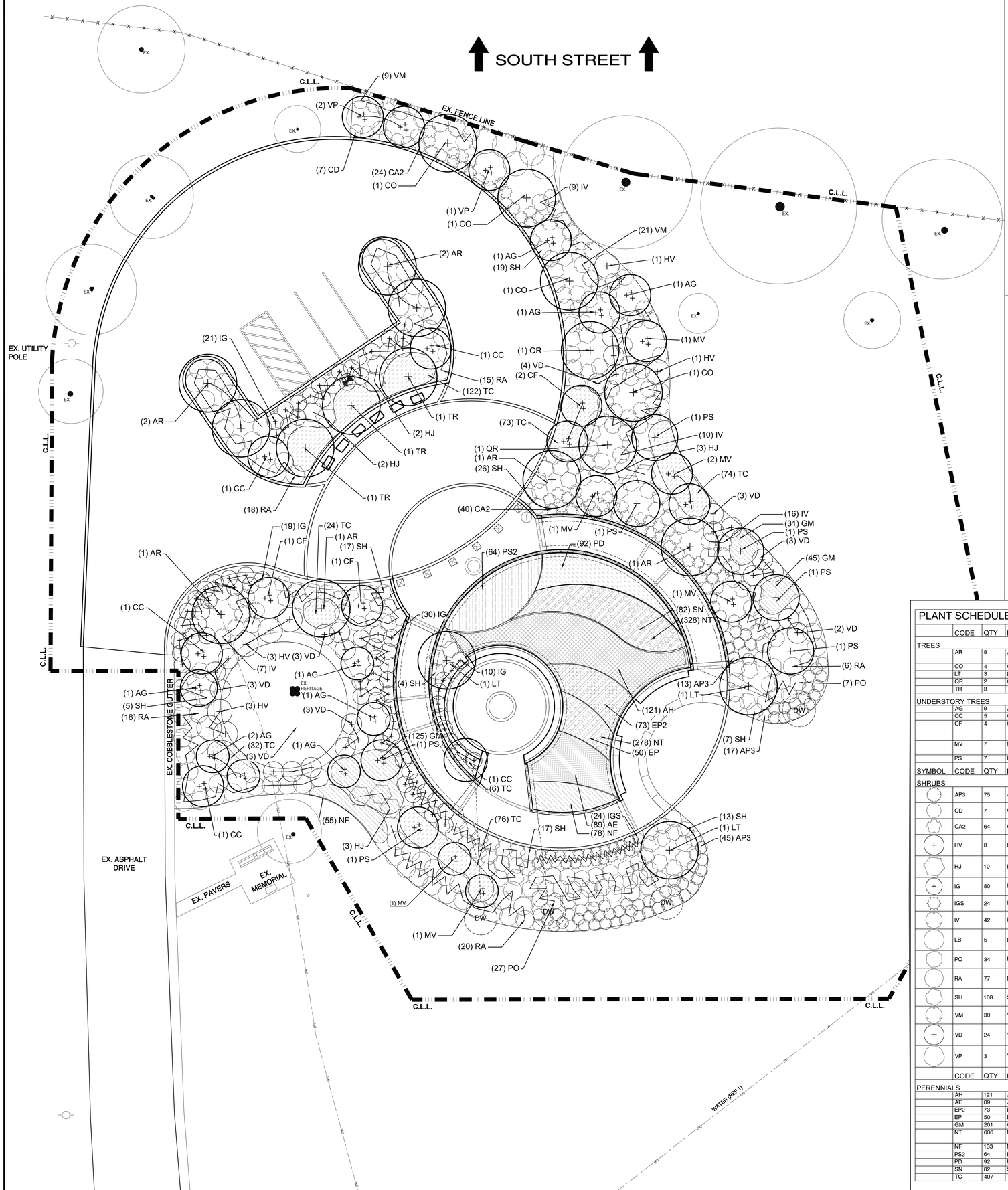
HARDSCAPE ENLARGEMENT

DATE:	3/26/2026	**DRAWN BY:**	JN & MP
SCALE:	AS SHOWN	**CHECKED BY:**	EHF, JN, & GS
DOB SIGN OFF:		**SEAL:**	

DRAWING No: L401.00

SHEET No: 15 of 23

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SURVEY LEGEND/ABBREVIATIONS

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EM	ELECTRIC METER	B.P.	BOLLARDS POSTS
	UTILITY POLE	BR.R.W.	BRICK RETAINING WALL
	GUY WIRE ANCHORAGE	BR. ST.	BRICK STEPS
	TREE (W/ DBH)	C.BL.W.	CONCRETE BLOCK WALL
	TWIN TREES	CONC.	CONCRETE
	TRIPLET TREES (W/ DBH)	C.E.	CELLAR ENTRANCE
	QUADRUPLET TREES (W/ DBH)	C.ST.	CONCRETE STEPS
	BENCH (VARIES)	C.R	CONCRETE RAMP
"O" "O" "O"	SIGN (DUAL & SINGLE)	C.R.W.	CONCRETE RETAINING WALL
6' CLF	CHAIN LINK FENCE 6'-0"	C.C.	CONCRETE CURB
OE	OVERHEAD ELECTRICAL LINE	CIRC.	CIRCULAR PIPE
ST	STORM DRAIN PIPE	C.L.F.	CHAIN LINK FENCE
W	WATER SUPPLY PIPE	D.C.	DROP CURB
E	ELECTRICAL SUPPLY LINE	D.F.	DRINKING FOUNTAIN
25	MAJOR GRADING CONTOUR LINE	EGG	EGG PIPE (SEWER SHAPE)
26	MINOR GRADING CONTOUR LINE	EN.EL.	ENTRANCE ELEVATION
		F.P.	FLAGPOLE
		G.	GATE
		GR.	GRATE OF STRUCTURE
		M.C.	METAL COVER
		MH. TO MH.	MANHOLE TO MANHOLE
		P	PLANTER
		PL.	PLATFORM
		S.F.C.C.	STEEL FACED CONCRETE CURB
		ST.L.	STONE LANDING
		ST.ST.	STONE STEPS
		TC/BC TW/BW	TOP/BOTTOM OF CURB
			TOP/BOTTOM OF WALL
(6'H.)			HEIGHT OF STRUCTURE
			BUILDING LINE

SOILS & PLANTING NOTES

1. BEFORE COMMENCING CONSTRUCTION, CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS OF THE SITE.
2. SEE SHEET G001.00, SITE SURVEY FOR SITE SURVEY, INFORMATION, AND LEGEND. SURVEY INFORMATION TAKEN FROM SURVEY PREPARED BY MATRIX NEW WORLD ENGINEERING. DATED 3/9/24
3. CONTRACTOR SHALL STAKE LOCATIONS OF ALL PLANTS FOR APPROVAL BY OWNER'S REPRESENTATIVE. PROVIDE 72 HOURS NOTICE OF ARRIVAL OF ALL PLANT MATERIAL TO SITE.
4. ALL PLANTED AREAS SHALL RECEIVE 3" SHREDDED BARK MULCH, AT TIME OF PLANTING, TYP. MULCH SHALL BE REPLENISHED OVER THE LIFE OF THE PROJECT AND PRIOR TO HAND-OVER OF SITE TO CLIENT TO SATISFACTION OF OWNER'S REPRESENTATIVE.
5. SEE SHEETS L001.00 AND L002.00 FOR ADDITIONAL NOTES.
6. TOPSOIL TO BE AMENDED WITH COMPOST. SEE SPECIFICATIONS.
7. TOPSOIL IN GARDEN AREA SHALL BE MIXED WITH ORGANIC COMPOST IN THE PROPORTIONS OF SEVEN (7) CUBIC YARDS OF TOPSOIL AND TWO (2) CUBIC YARDS OF COMPOST AND SPREAD TO A DEPTH OF TWELVE (12) INCHES. BELOW TWELVE INCHES. AREA SHALL RECEIVE AN ADDITIONAL TWELVE INCHES OF TOPSOIL. TOTAL DEPTH OF NEW TOPSOIL SHALL BE 24" BELOW FINISHED GRADE.

SOILS & PLANTING LEGEND

- C.L.L. — CONTRACT LIMIT LINE
- AREA OF TOPSOIL PLACEMENT
- AREA OF SAND BASED STRUCTURAL SOIL PLACEMENT
- PERENNIAL
- RESEED LAWN
- EX. — EXISTING TREE
- SHADE TREE
- UNDERSTORY TREE
- SHRUB

PLANT SCHEDULE

	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER		REMARKS
TREES								
	AR	8	Acer rubrum 'October Glory'	October Glory Red Maple	4" Cal.	B&B		Fully branched specimens; limb up 7' after planting
	CO	4	Celtis occidentalis	Common Hackberry	4" Cal.	B&B		Matched specimens; limb up 7' after planting
	LT	3	Liriodendron tulipifera	Tulip Poplar	4" Cal.	B&B		Matched specimens; limb up 7' after planting
	QR	2	Quercus rubra	Northern Red Oak	---			
	TR	3	Tilia americana 'Redmond'	Redmond American Linden	4" Cal.	B&B		Matching specimens; limb up 7' after planting
UNDERSTORY TREES								
	AG	9	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Apple Serviceberry	10 gal.	B&B		Multi-stemmed, min. 3 stems
	CC	5	Cercis canadensis	Eastern Redbud	10` Ht.	B&B		Fully Branched; Single Stem Specimens
	CF	4	Cornus florida 'Appalachian Snow'	Flowering Dogwood	8` Ht.	B&B		Single Stem; Preferred Cultivars: 'Appalachian Snow', 'Appalachian Mist', 'Rubra'
	MV	7	Magnolia virginiana 'Henry Hicks'	Sweetbay Magnolia	8` Ht.	B&B		Fully Branched, Multi-Stem (3-5 stem); Native Species
	PS	7	Prunus serrulata 'Kwanzan'	Kwanzan Japanese Flowering Cherry	3" Cal.	B&B		
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER		REMARKS
SHRUBS								
	AP3	75	Aronia melanocarpa 'SMNAMPEM'	Low Scape Snowfire™ Black Chokeberry	3 gal.	Cont.		
	CD	7	Callicarpa dichotoma 'Early Amethyst'	Early Amethyst Purple Beautyberry	3 gal.	Pot		
	CA2	64	Ceanothus americanus	New Jersey Tea	1 gal.	Cont.		
+	HV	8	Hamamelis vernalis	Ozark Witchhazel	#7	Pot		Fully Branched
	HJ	10	Hamamelis x intermedia 'Jelena'	Jelena Witch Hazel	5 gal.	Cont.		
+	IG	80	Ilex glabra 'Compacta'	Compact Inkberry	#5	Pot		Requires Male Pollinator
	IGS	24	Ilex glabra 'ILEXFARROWTRACEY'	Strongbox® Inkberry Holly	3 gal.	Cont.		
	IV	42	Itea virginica 'Henry's Garnet'	Henry's Garnet Sweetspire	3 gal.	Cont.		
	LB	5	Lindera benzoin	Spicebush	#7	Pot		Fully Branched
	PO	34	Physocarpus opulifolius 'SMNPOTWG' TM	Tiny Wine Gold Ninebark	#3	Cont.		Fully Branched
	RA	77	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	#3	Cont.		Fully Branched
	SH	108	Sarcococca hookeriana humilis	Sweet Box	3 gal.	Cont.		
	VM	30	Viburnum acerifolium	Mapleleaf Viburnum	3 gal.	Cont.		
+	VD	24	Viburnum dentatum 'Blue Muffin'	Blue Muffin Arrowwood Viburnum	#5	Pot		Requires Male Pollinator
	VP	3	Viburnum prunifolium	Blackhaw Viburnum	5 gal.	Cont.		
	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	REMARKS
PERENNIALS								
	AH	121	Amsonia hubrichtii	Arkansas Bluestar	3 gal.	Cont.	24" o.c.	well established plants
	AE	89	Amsonia tabernaemontana 'Storm Cloud'	Strom Cloud Eastern Bluestar	1 gal.	Cont.	18" o.c.	
	EP2	73	Echinacea pallida	Pale Purple Coneflower	1 gal.	Cont.	18" o.c.	
	EP	50	Echinacea purpurea	Coneflower	#1	Pot	18" o.c.	
	GM	201	Geranium maculatum	Spotted Geranium	1 gal.	Pot	15" o.c.	
	NT	606	Narcissus x 'Thalia'	Thalia Daffodil	Bulb		12" o.c.	Fall planting; Inter-plant between other perennials
	NF	133	Nepeta x faassenii	Catmint	1 gal.	Pot	15" o.c.	
	PS2	64	Panicum virgatum 'Shenandoah'	Shenandoah Switch Grass	1 gal.	Cont.	24" o.c.	
	PD	92	Penstemon digitalis 'Blackbeard'	Blackbeard Beardtongue	1 gal.	Cont.	18" o.c.	
	SN	82	Symphyotrichum novi-belgii	New York Aster	#1	Pot	24" o.c.	
	TC	407	Tiarella cordifolia	Foamflower	#1	Pot	18" o.c.	

PROJECT:

NEWBURGH

COLORED BURIAL GROUND REINTERMENT
CITY OF NEWBURGH RFP #18.22

DOWNING PARK
BETWEEN CARPENTER AVE & DUBOIS STREET
NEWBURGH, NY 12550

CLIENT:

CITY OF NEWBURGH
83 BROADWAY
NEWBURGH, NY 12550
O: 845.569.9400

CONSULTANT:

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T 914.384.2131

CONSULTANT:

PUSH STUDIO

1346 TALBERT TERRACE SE
WASHINGTON, DC 20020
(TEL) 202.505.3515

NORTH

1" = 10' AT FULL SIZE
0 10' 20'

100% DRAWING SET
NOT FOR CONSTRUCTION

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REVISION No.	DATE	DESCRIPTION

DRAWING TITLE:

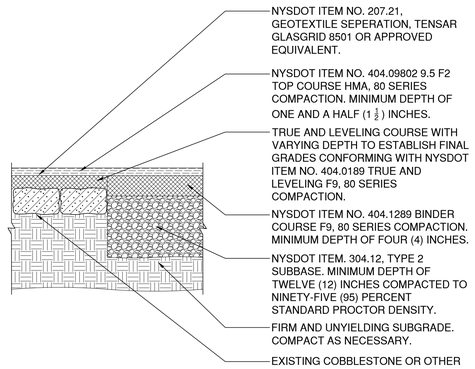
SOIL PLACEMENT & PLANTING PLAN

DATE:	3/26/2026	DRAWN BY:	JN
SCALE:	AS SHOWN	CHECKED BY:	EHF, JN, & GS
DOB SIGN OFF:		SEAL:	

DRAWING No: L500.00

SHEET No: 16 of 23

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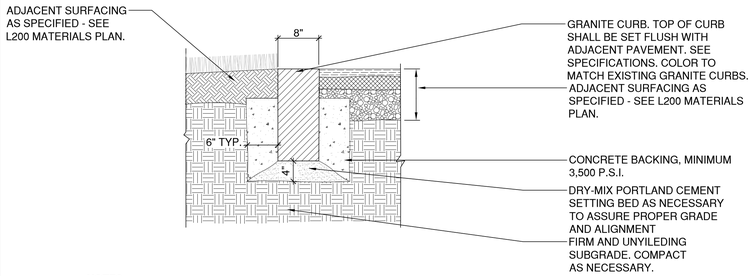


DETAIL NOTES:

1. MATERIAL AND METHODS OF CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE LATEST EDITION OF THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS.
2. HOT MIX ASPHALT (HMA) PAVEMENT SHALL CONFORM WITH THE SECTION 400 *HOT MIXED ASPHALT* OF THE ABOVE REFERENCED NYSDOT STANDARD SPECIFICATIONS AND THE TYPE CALLED OUT IN THESE DRAWINGS. ALTHOUGH SECTION 400 IN ITS ENTIRETY IS REFERENCED, THE HOT MIX ASPHALT (HMA) PAVEMENT(S) SPECIFIED FOR THIS CONTRACT SHALL BE AS SPECIFIED UNDER SECTION 402 *HOT MIXED ASPHALT (HMA) PAVEMENTS*.
3. TACK COAT MATERIAL AND APPLICATION RATE WHEN SPECIFIED OR CALLED OUT IN THESE DRAWINGS OR REQUIRED BY THE REFERENCED SPECIFICATIONS SHALL CONFIRM WITH SECTION 407 *TACK COAT* OF THE NYSDOT STANDARD SPECIFICATIONS, REFER TO NOTE NO. 1 ABOVE.

CITY OF NEWBURGH STANDARD DETAIL

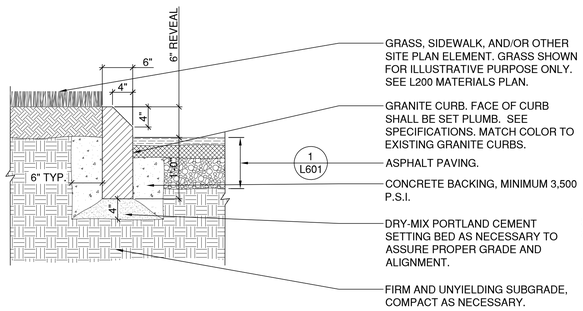
1 ASPHALT PAVEMENT - CITY ROW
1" = 1'-0"



NOTES:
1. CONTRACTOR SHALL SUBMIT SHOP DRAWING SHOWING ALL GRANITE CURB SECTIONS INCLUDING RADII TO OWNER'S REPRESENTATIVE FOR APPROVAL.
2. GRANITE CURB SHALL BE RANDOM LENGTHS NOT LESS THAN THIRTY-SIX (36) INCHES AND COMPLY WITH ASTM C615.
3. JOINTS SHALL BE 1/4 INCH, FULLY MORTARED, FINISHED FLUSH WITH THE EXPOSED CURB SURFACES. ALL SURFACES SHALL BE CLEANED OF EXCESS MORTAR.
4. A SIX (6) INCH CURB REVEAL SHALL BE MAINTAINED, WHERE NEW AND/OR RESET GRANITE CURB MEETS EXISTING CURB, A 1:10 SLOPE SHALL BE MAINTAINED TO TRANSITION THE SIX (6) CURB REVEAL TO MEET THE EXISTING CURB REVEAL.

CITY OF NEWBURGH STANDARD DETAIL - MODIFIED

2 GRANITE CURB - FLUSH
1" = 1'-0"

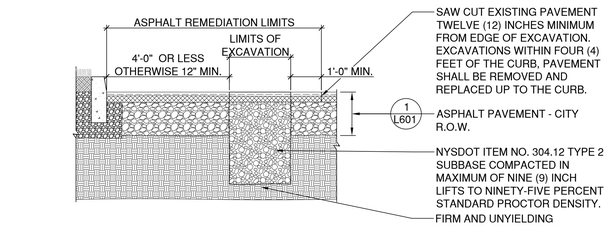


DETAIL NOTES:

1. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS SHOWING GRANITE CURB SECTIONS INCLUDING RADII TO BE APPROVED BY OWNER'S REPRESENTATIVE.
2. GRANITE CURB SHALL BE RANDOM LENGTHS NOT LESS THAN THIRTY-SIX (36) INCHES AND COMPLY WITH ASTMC615.
3. JOINTS SHALL BE 1/4 INCH, FULLY MORTARED, FINISHED FLUSH WITH THE EXPOSED CURB SURFACES. ALL SURFACES SHALL BE CLEANED OF EXCESS MORTAR.
4. A SIX (6) INCH CURB REVEAL SHALL BE MAINTAINED, WHERE NEW AND/OR RESET GRANITE CURB MEETS EXISTING CURB. A 1:10 SLOPE SHALL BE MAINTAINED TO TRANSITION THE SIX (6) INCH CURB REVEAL TO MEET THE EXISTING CURB REVEAL.

CITY OF NEWBURGH STANDARD DETAIL

3 GRANITE CURB - MOUNTABLE
1" = 1'-0"

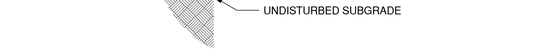


DETAIL NOTES:

1. WORK WITHIN THE R.O.W. LIMITS ALONG SOUTH STREET BETWEEN MARINE DRIVE / WATER STREET AND THE WESTERN CITY LINE AND/OR MARINE DRIVE BETWEEN THE SOUTHERN CITY LINE AND ROBINSON AVENUE (9W) REQUIRES A PERMIT FROM THE NYSDOT. THIS PERMIT WOULD BE IN ADDITION TO ANY REQUIRED CITY OF NEWBURGH PERMITS.
2. EXCAVATION SHALL NOT BE BACKFILLED WITHOUT THE CITY'S PLUMBING INSPECTOR OR DESIGNATED REPRESENTATIVE PRESENT. INSPECTION / WITNESS MAY BE SCHEDULED THROUGH THE CITY OF NEWBURGH'S DEPARTMENT OF CODE COMPLIANCE BY CALLING (845) 589-7400.
3. NO EXCAVATED MATERIAL OR PAVEMENT, FROZEN, WET OR SPONGY MATERIAL, OR CLAY SHALL BE USED AS BACKFILL.
4. ALL JOINTS TO BE SEALED WITH ASPHALT EMULSION (AS-20).
5. IF EXISTING PAVEMENT THICKNESS EXCEEDS 6", INCREASE THICKNESS OF BINDER COURSE TO MATCH EXISTING TOTAL THICKNESS.
6. ALL PAVEMENT MARKINGS DISTURBED TO THE SATISFACTION OF THE CITY.

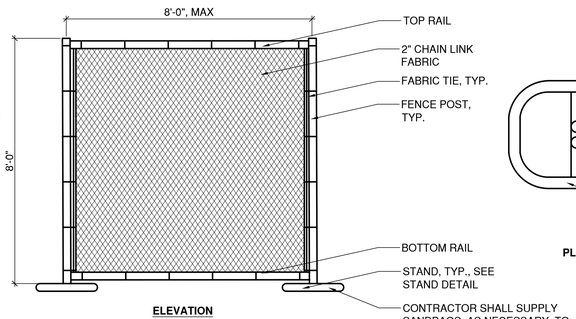
CITY OF NEWBURGH STANDARD DETAIL

4 ASPHALT REMEDIATION - CITY R.O.W.
1/2" = 1'-0"



SECTION

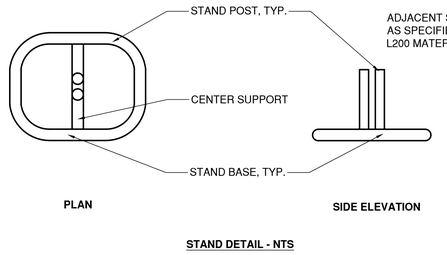
5 CONCRETE PAVEMENT
1" = 1'-0"



ELEVATION

NOTES:
1. CONTRACTOR SHALL PROVIDE, AT A MINIMUM, TEMPORARY FENCE WITH DIMENSIONS AND APPURTENANCES AS SHOWN.
2. ALL OTHER DIMENSIONS, MATERIAL SIZES, MATERIAL TYPES, ACCESSORIES, ETC. PER SPECIFICATIONS.
3. TEMPORARY FENCE SHALL REMAIN IN PLACE UNTIL CONCLUSION OF CONSTRUCTION.
4. ALL DIMENSIONS SHOWN ARE APPROXIMATE & SUBJECT TO MANUFACTURING TOLERANCES.

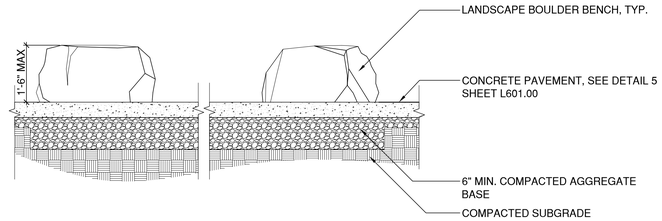
6 TEMPORARY FENCE
1/2" = 1'-0"



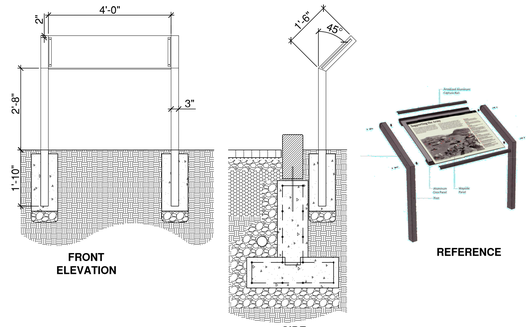
PLAN **SIDE ELEVATION**

STAND DETAIL - NTS

NOTES:
1. LANDSCAPE BOULDER BENCHES SHALL BE LAUREL MOUNTAIN BY AYERS SUPPLY INC., 2036 NEWTON RANSOM BLVD. CLARKS SUMMMIT, PA, (570)-587-1318 OR APPROVED EQUAL.
2. ALL SHARP EDGES SHALL BE THERMALLY AND/OR MECHANICALLY REMOVED.
3. BOULDER BENCHES SHALL BE APPROX. 24" L x 30" W x 16" H +/-. BENCH WIDTH SHALL NOT EXCEED 36".
4. BOULDER BENCHES SHALL NOT EXCEED 18" IN HEIGHT FROM FINISHED GRADE.
5. TO THE GREATEST EXTENT POSSIBLE, BOULDER BENCHES SHALL BE PLACED WITH THE FLATTEST, MOST REGULAR SIDE FACING UP, AS SEATING SURFACE.
6. LANDSCAPE BOULDER BENCHES SHALL BE PLACED ON SITE AT THE DIRECTION OF OWNER'S REPRESENTATIVE. CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE ONE WEEK PRIOR TO PLACEMENT SCHEDULE.



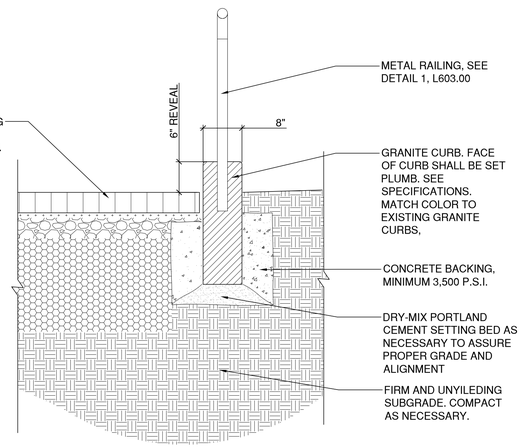
7 LANDSCAPE BOULDER BENCHES
1/2" = 1'-0"



FRONT ELEVATION **SIDE ELEVATION**

NOTES:
1. CONTRACTOR SHALL SUBMIT SHOP DRAWING SHOWING FRAME, HARDWARE, FINISHES, AND FOOTING DETAILS TO OWNER'S REPRESENTATIVE FOR APPROVAL.
2. THE FINAL GRAPHIC WITH ANY REVISIONS SHALL BE DETERMINED AND APPROVED BY THE CITY OF NEWBURGH
3. SEE SPECIFICATIONS FOR MANUFACTURER.

8 INFORMATION PANEL
1/2" = 1'-0"



9 GRANITE CURB WITH METAL RAILING
1" = 1'-0"

PROJECT:

NEWBURGH

COLORED BURIAL GROUND REINTERMENT
CITY OF NEWBURGH RFP #18.22

DOWNING PARK
BETWEEN CARPENTER AVE & DUBOIS STREET
NEWBURGH, NY 12550

CLIENT:

CITY OF NEWBURGH
83 BROADWAY
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O: 845.569.9400

CONSULTANT:

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REVISION No.	DATE	DESCRIPTION

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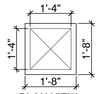
SITE DETAILS 1

DATE:	3/26/2026	**DRAWN BY:**	MP
SCALE:	AS SHOWN	**CHECKED BY:**	EHF, JN, & GS
DOB SIGN OFF:		**SEAL:**	

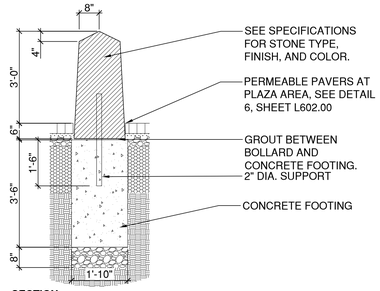
DRAWING No: L601.00

SHEET No: 17 of 23

100% DRAWING SET - NOT FOR CONSTRUCTION



PLAN VIEW

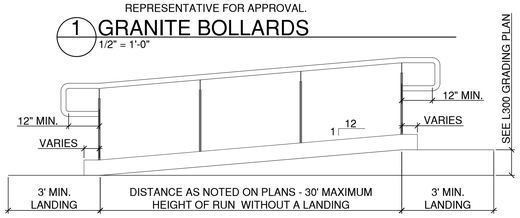


SECTION

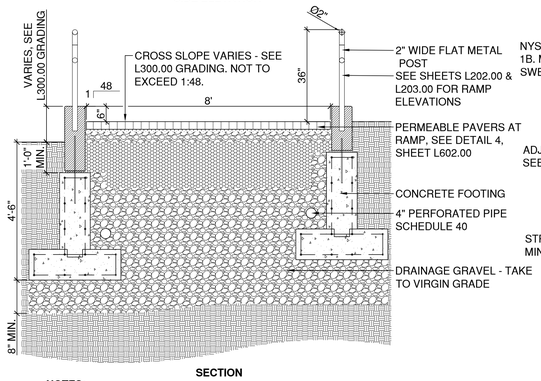
NOTES:

1. CONTRACTOR SHALL SUBMIT SHOP DRAWING SHOWING ALL GRANITE, JOINTING, AND FOOTING DETAILS TO OWNER'S REPRESENTATIVE FOR APPROVAL.

1 GRANITE BOLLARDS
1/2" = 1'-0"



SIDE ELEVATION



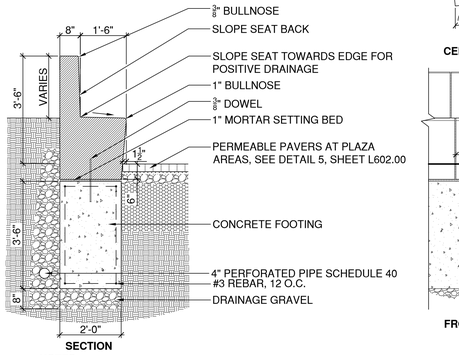
SECTION

NOTES:

1. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO INDICATE GRANITE WALL SECTION DEPTHS AND RELATION TO CONCRETE FOOTINGS, JOINTING, AND ALL FINISHES.

CITY OF NEWBURGH STANDARD DETAIL - MODIFIED.

2 ADA RAMP WITH PERMEABLE PAVING AND FOOTING DETAIL
1/2" = 1'-0"

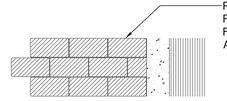


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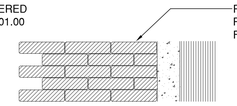
NOTES:

1. CONTRACTOR SHALL SUBMIT SHOP DRAWING SHOWING ALL GRANITE, HARDWARE, AND FOOTING DETAILS TO OWNER'S REPRESENTATIVE FOR APPROVAL.
2. ALL GRANITE SHALL BE CUT ON A RADIUS.
3. FINAL JOINT PLACEMENT SHALL BE SHOWN IN SHOP DRAWINGS AND SIGNED OFF ON BY OWNER'S REPRESENTATIVE.
4. SEE SPECIFICATIONS FOR MANUFACTURER.

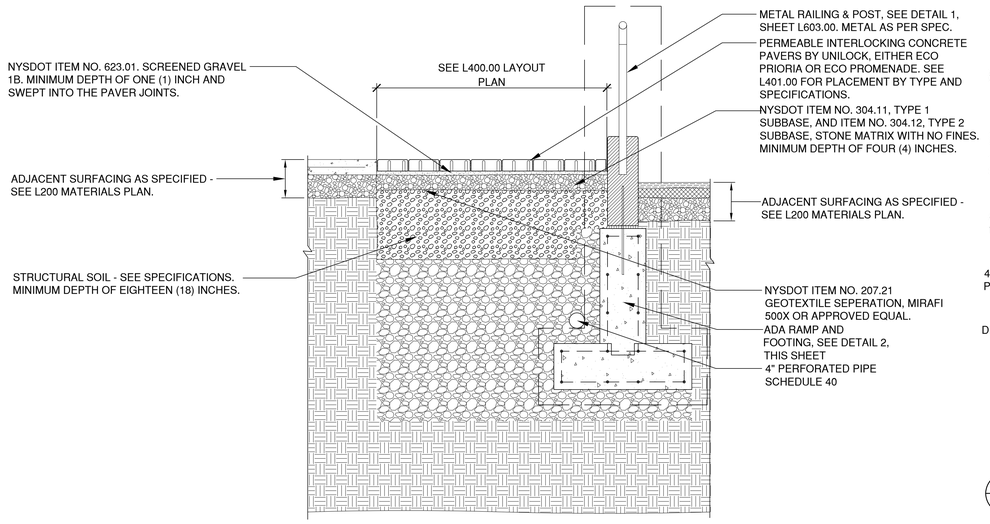
3 GRANITE SEAT WALL - BACKED
1/2" = 1'-0"



PAVER TYPE 1 - ECO PRIORIA - PLAN VIEW

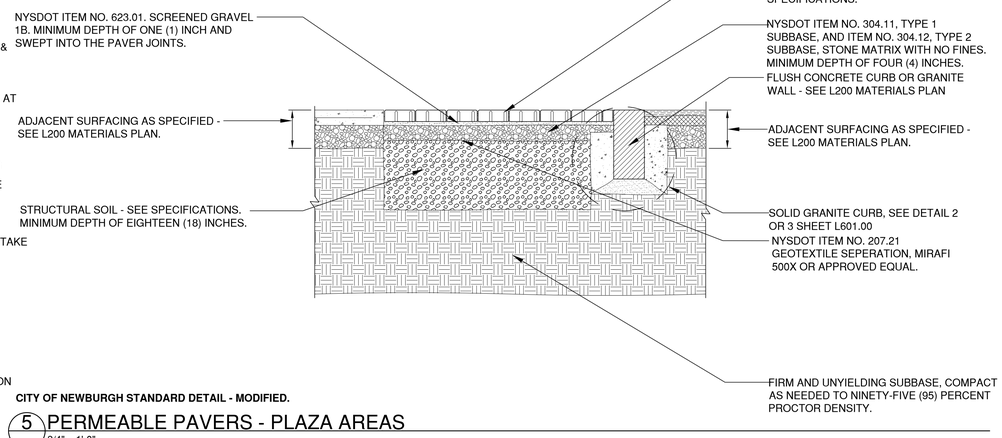


TYPE 2 - PERMEABLE 3"X12" - PLAN VIEW

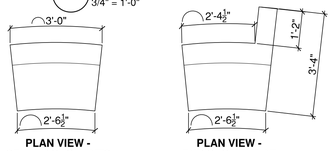


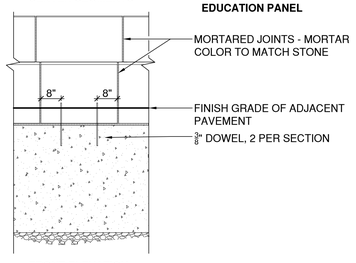
CITY OF NEWBURGH STANDARD DETAIL - MODIFIED.

4 PERMEABLE PAVERS - RAMP
3/4" = 1'-0"

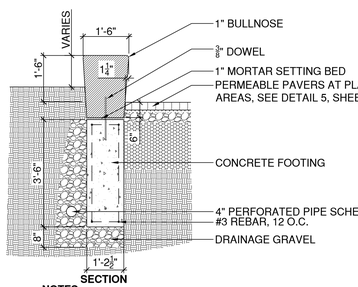


5 PERMEABLE PAVERS - PLAZA AREAS
3/4" = 1'-0"





FRONT ELEVATION

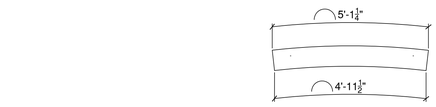


SECTION

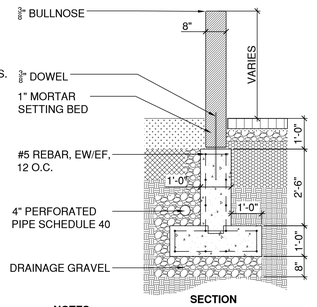
NOTES:

1. CONTRACTOR SHALL SUBMIT SHOP DRAWING SHOWING ALL GRANITE, HARDWARE, AND FOOTING DETAILS TO OWNER'S REPRESENTATIVE FOR APPROVAL.
2. ALL GRANITE SHALL BE CUT ON A RADIUS.
3. FINAL JOINT PLACEMENT SHALL BE SHOWN IN SHOP DRAWINGS AND SIGNED OFF ON BY OWNER'S REPRESENTATIVE.
4. SEE SPECIFICATIONS FOR MANUFACTURER.

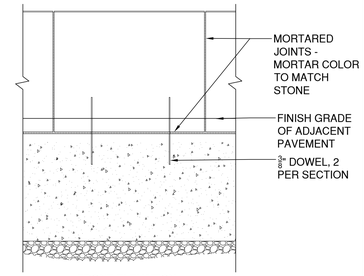
6 GRANITE SEAT WALL - BACKLESS AT EDUCATION AREA
1/2" = 1'-0"



PLAN VIEW



SECTION



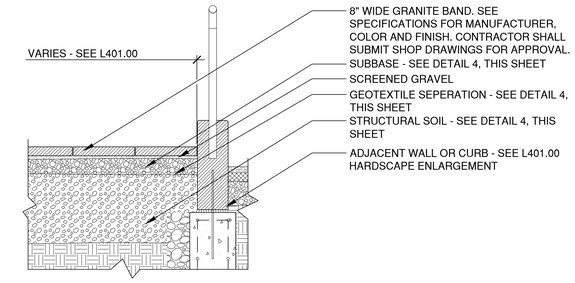
FRONT ELEVATION

NOTES:

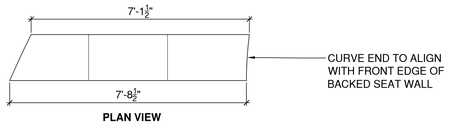
1. CONTRACTOR SHALL SUBMIT SHOP DRAWING SHOWING ALL HARDWARE AND FOOTING DETAILS TO LANDSCAPE ARCHITECT FOR APPROVAL.
2. ALL GRANITE SHALL BE CUT ON A RADIUS.
3. FINAL JOINT PLACEMENT SHALL BE SHOWN IN SHOP DRAWINGS AND SIGNED OFF ON BY LANDSCAPE ARCHITECT.
4. SEE SPECIFICATIONS FOR MANUFACTURER.

7 SOLID GRANITE WALL PANEL - LOWER PLAZA
1/2" = 1'-0"

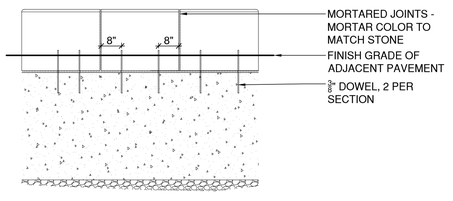
PLAN VIEW



8 8" FLUSH GRANITE PAVER BAND
3/4" = 1'-0"



PLAN VIEW



FRONT ELEVATION

PROJECT:

NEWBURGH

COLORED BURIAL GROUND REINTERMENT
CITY OF NEWBURGH RFP #18.22

DOWNING PARK
BETWEEN CARPENTER AVE & DUBOIS STREET
NEWBURGH, NY 12550

CLIENT:

CITY OF NEWBURGH
83 BROADWAY
NEWBURGH, NY 12550
O: 845.569.9400

CONSULTANT:

STUDIO HIP
LANDSCAPE ARCHITECTURE, PLLC

202 CROTON AVE.
OSSINING, NY 10562
T 914.384.2131

CONSULTANT:

PUSH STUDIO

1346 TALBERT TERRACE SE
WASHINGTON, DC 20020
(TEL) 202.505.3515

100% DRAWING SET
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REVISION No.	DATE	DESCRIPTION

DRAWING TITLE:

SITE DETAILS 2

DATE:	3/26/2026	**DRAWN BY:**	MP
SCALE:	AS SHOWN	**CHECKED BY:**	EHF, JN, & GS

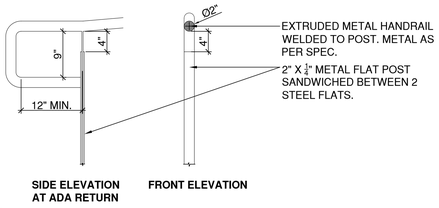
DOB SIGN OFF:

SEAL:

DRAWING No: L602.00

SHEET No: 18 of 23

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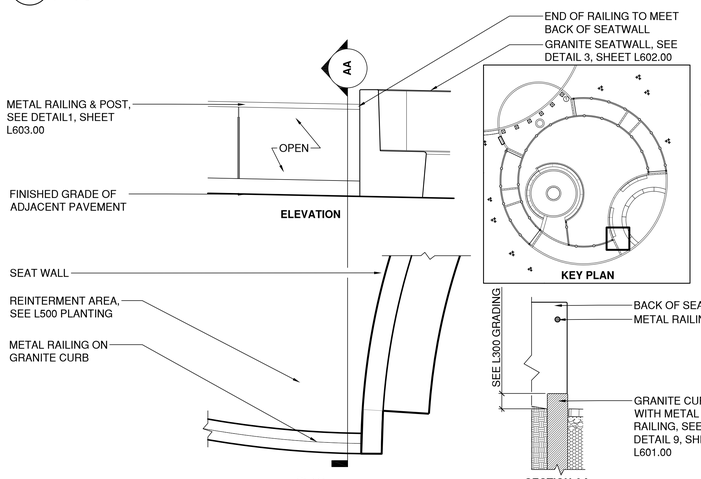


SIDE ELEVATION AT ADA RETURN **FRONT ELEVATION**

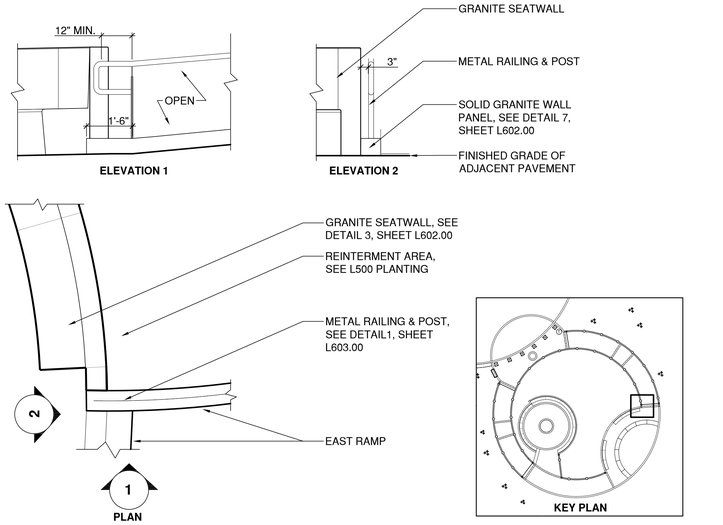
NOTES:

1. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO INDICATE RAILING, CONNECTIONS, HARDWARE, AND FINISHES TO OWNER'S REPRESENTATIVE FOR APPROVAL.
2. CONSTRUCTION OF THE RAILING SHALL CONFORM TO ALL ADA REQUIREMENTS.
3. ALL RAILINGS SHALL HAVE A MINIMUM CLEARANCE OF 1.5 INCHES BETWEEN THE RAILING AND ADJACENT WALLS.
4. RAILINGS AT RAMPS SHALL EXTEND 12 INCHES HORIZONTALLY BEYOND THE TOP AND BOTTOM OF A RAMP RUN.
5. RAILINGS SHALL BE SECURELY ATTACHED SO AS TO WITHSTAND A MINIMUM OF 200 POUNDS OF CONCENTRATED LOAD IN ANY DIRECTION.
6. RAILING CONSTRUCTION SHALL BE FREE OF SHARP EDGES, BUMPS, OR OTHER OBSTRUCTIONS TO THE GRIPPING SURFACE.

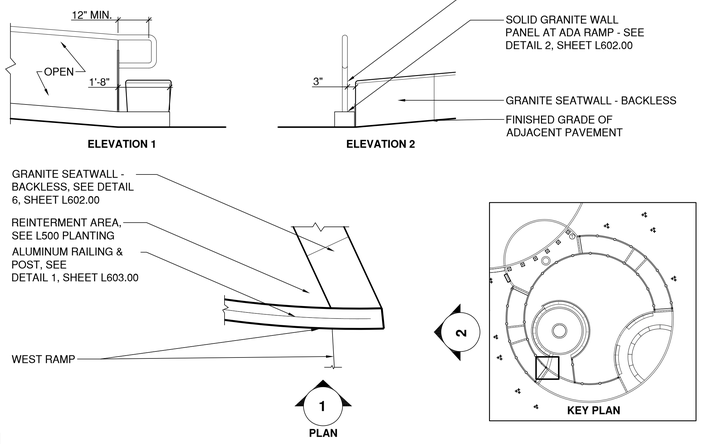
1 METAL RAILING & POST
1" = 1'-0"



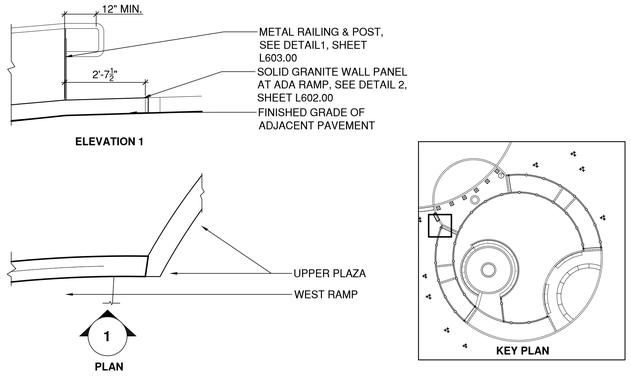
2 RAILING AT WEST LOWER PLAZA ENTRANCE
1/2" = 1'-0"



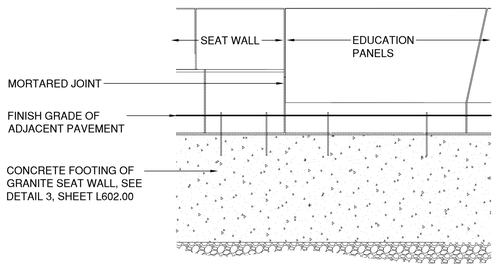
3 RAILING AT EAST LOWER PLAZA ENTRANCE
1/2" = 1'-0"



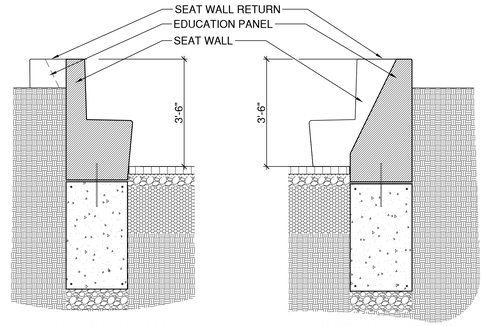
4 WEST RAILING AT EDUCATION AREA ENTRANCE
1/2" = 1'-0"



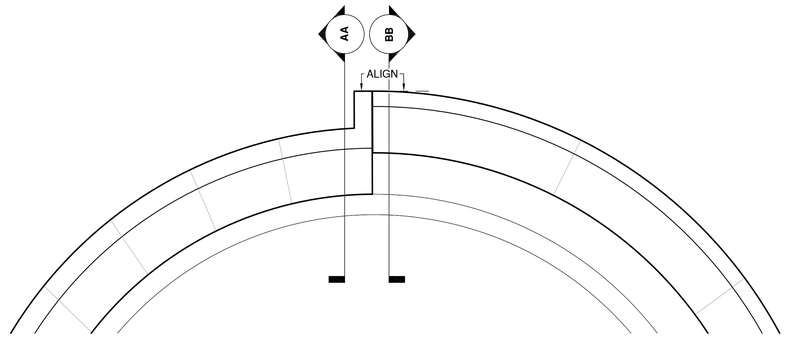
5 RAILING AT WEST RAMP & UPPER PLAZA
1/2" = 1'-0"

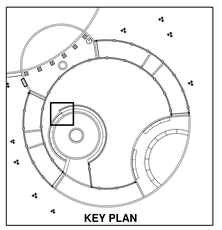


FRONT ELEVATION



SECTION ELEVATION AA **SECTION ELEVATION BB**





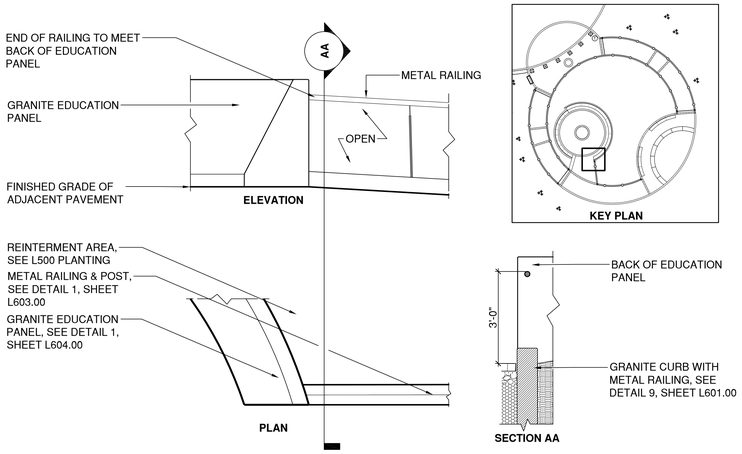
KEY PLAN

NOTES:

1. CONTRACTOR SHALL SUBMIT SHOP DRAWING SHOWING ALL GRANITE, HARDWARE, AND FOOTING DETAILS TO LANDSCAPE ARCHITECT FOR APPROVAL.

7 INTERACE BETWEEN SEAT WALL AND EDUCATION PANELS
1/2" = 1'-0"

6 EAST RAILING AT EDUCATION AREA ENTRANCE
1/2" = 1'-0"



PROJECT:

NEWBURGH

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CLIENT:

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REVISION No.	DATE	DESCRIPTION

DRAWING TITLE:

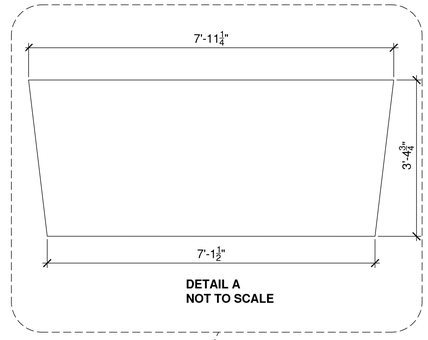
SITE DETAILS 3

DATE:	3/26/2026	**DRAWN BY:**	MP
SCALE:	AS SHOWN	**CHECKED BY:**	EHF, JN, & GS
DOB SIGN OFF:		**SEAL:**	

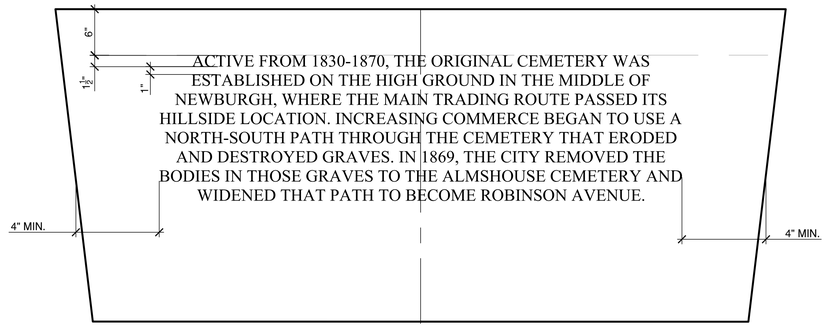
DRAWING No: L603.00

SHEET No: 19 of 23

100% DRAWING SET - NOT FOR CONSTRUCTION



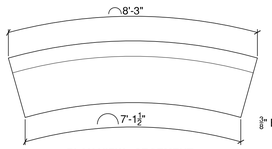
DETAIL A
NOT TO SCALE



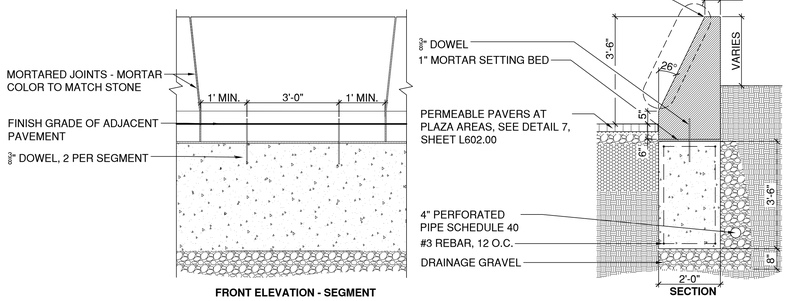
NOTES:

1. TEXT TO BE CENTERED ON STONE
2. TEXT TO BE 1-1/2" TALL WITH 1" SPACING BETWEEN LINES
3. FONT SHALL BE TIMES NEW ROMAN
4. LETTERING SHALL BE V-SUNK, ¼" DEPTH
5. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION

3 EDUCATION PANELS - TEXT
1-1/2" = 1'-0"



PLAN VIEW - SEGEMENT



FRONT ELEVATION - SEGMENT

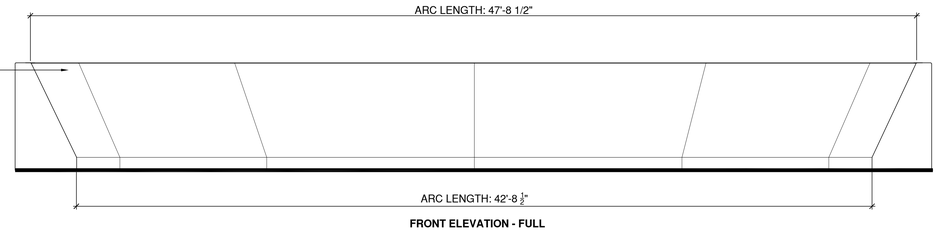
SECTION

NOTES:

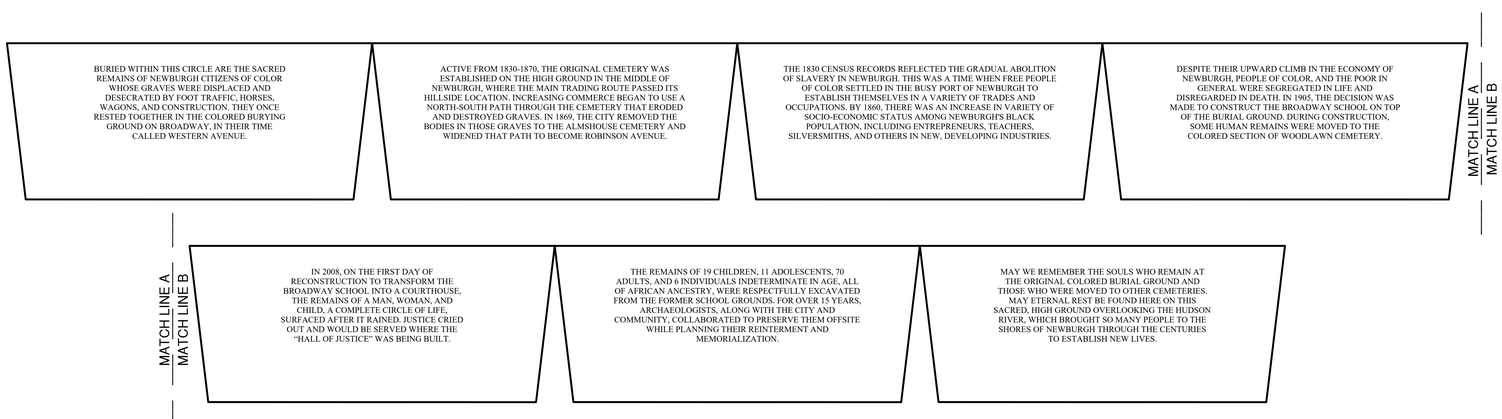
1. CONTRACTOR SHALL SUBMIT SHOP DRAWING SHOWING ALL GRANITE, HARDWARE, AND FOOTING DETAILS TO OWNER'S REPRESENTATIVE FOR APPROVAL.
2. ALL GRANITE SHALL BE CUT ON A RADIUS.
3. FINAL JOINT PLACEMENT SHALL BE SHOWN IN SHOP DRAWINGS AND SIGNED OFF ON BY OWNER'S REPRESENTATIVE.
4. SEE SPECIFICATIONS FOR MANUFACTURER.

1 SOLID GRANITE EDUCATIONAL PANELS
1/2" = 1'-0"

SEE DETAIL 2, SHEET L603.00 FOR FLATTENED PROJECTION OF EDUCATION PANELS



FRONT ELEVATION - FULL



2 EDUCATION PANELS - FLATTENED
3/4" = 1'-0"

PROJECT:

NEWBURGH

COLORED BURIAL GROUND REINTERMENT
CITY OF NEWBURGH RFP #18.22

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REVISION No.	DATE	DESCRIPTION

DRAWING TITLE:

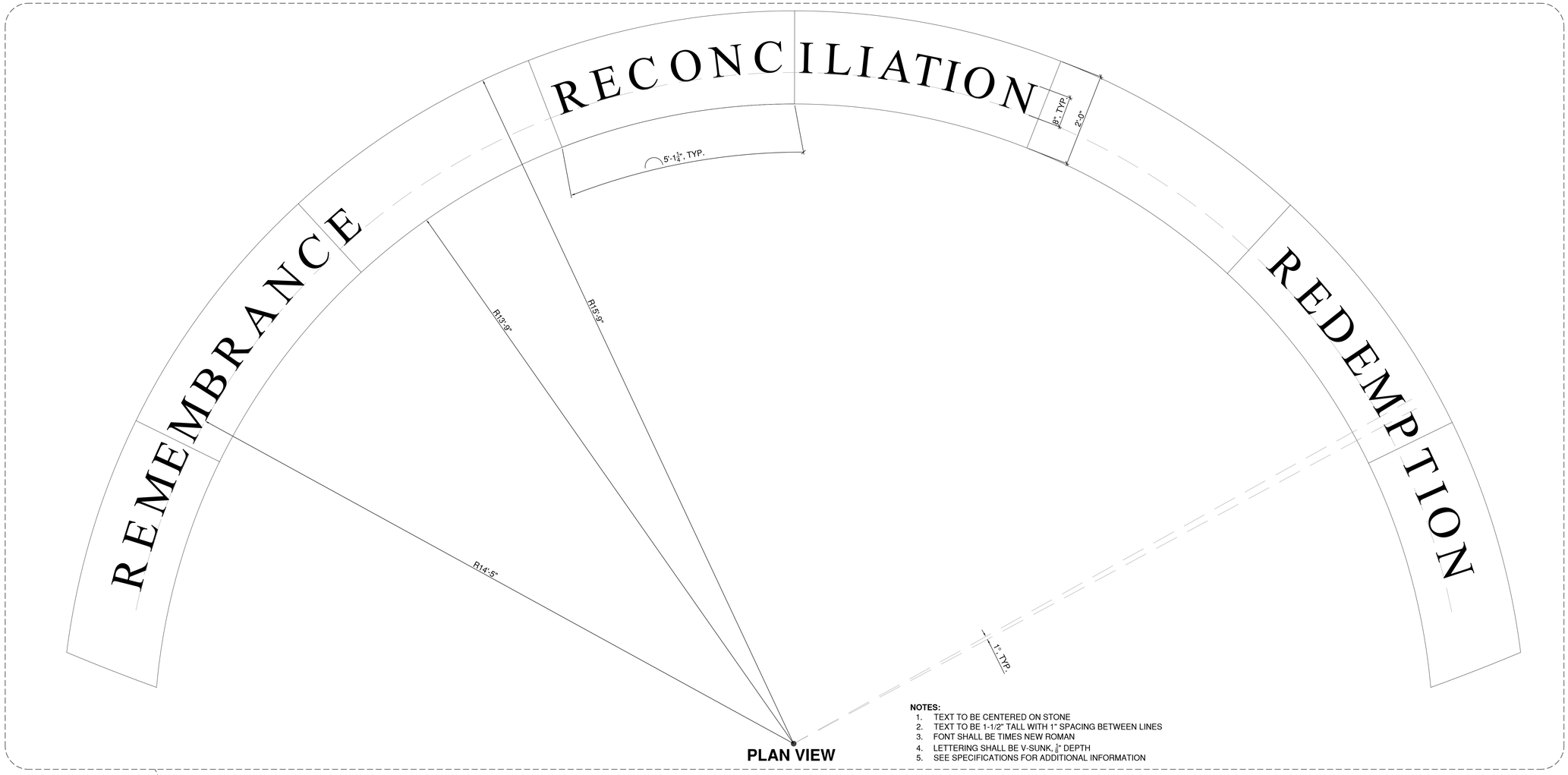
SITE DETAILS 4 - EDUCATION PANELS

DATE:	3/26/2026	**DRAWN BY:**	MP
SCALE:	AS SHOWN	**CHECKED BY:**	EHF, JN, & GS
DOB SIGN OFF:		**SEAL:**	

DRAWING No: L604.00

SHEET No: 20 of 23

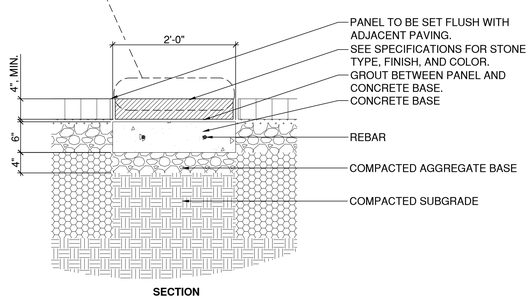
100% DRAWING SET - NOT FOR CONSTRUCTION



PLAN VIEW

NOTES:

1. TEXT TO BE CENTERED ON STONE
2. TEXT TO BE 1-1/2" TALL WITH 1" SPACING BETWEEN LINES
3. FONT SHALL BE TIMES NEW ROMAN
4. LETTERING SHALL BE V-SUNK, ¾" DEPTH
5. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION



SECTION

NOTES:

1. CONTRACTOR SHALL SUBMIT SHOP DRAWING SHOWING ALL GRANITE, HARDWARE, AND FOOTING DETAILS TO OWNER'S REPRESENTATIVE FOR APPROVAL.
2. ALL GRANITE SHALL BE CUT ON A RADIUS.
3. FINAL JOINT PLACEMENT SHALL BE SHOWN IN SHOP DRAWINGS AND SIGNED OFF ON BY OWNER'S REPRESENTATIVE.
4. SEE SPECIFICATIONS FOR MANUFACTURER AND PRODUCT NUMBER.

1 SOLID GRANITE PANEL - FLUSH

1" = 1'-0"

PROJECT:

NEWBURGH

COLORED BURIAL GROUND REINTERMENT
CITY OF NEWBURGH RFP #18.22

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REVISION No.	DATE	DESCRIPTION

DRAWING TITLE:

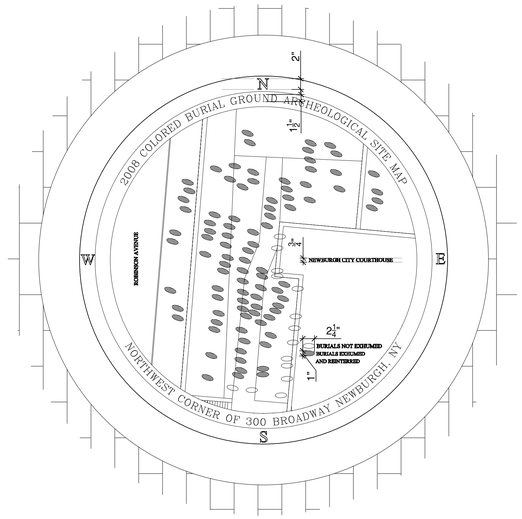
SITE DETAILS 5 - GRANITE PANELS

DATE:	3/26/2026	**DRAWN BY:**	MP
SCALE:	AS SHOWN	**CHECKED BY:**	EHF, JN, & GS
DOB SIGN OFF:		**SEAL:**	

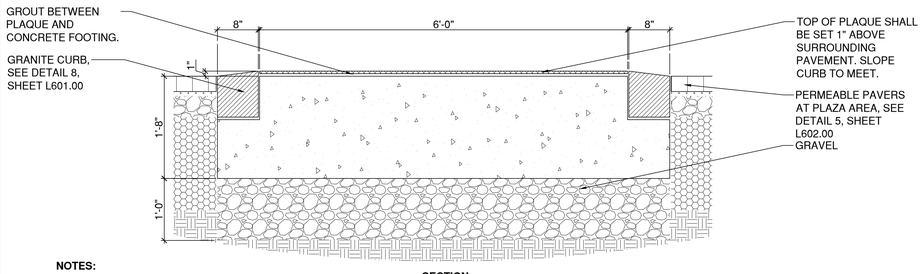
DRAWING No: L605.00

SHEET No: 21 of 23

100% DRAWING SET - NOT FOR CONSTRUCTION



PLAN VIEW

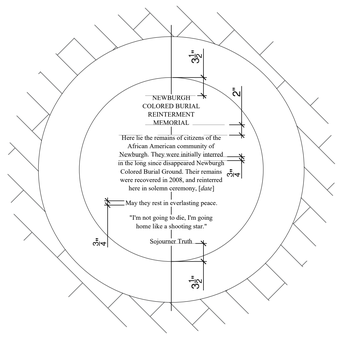


SECTION

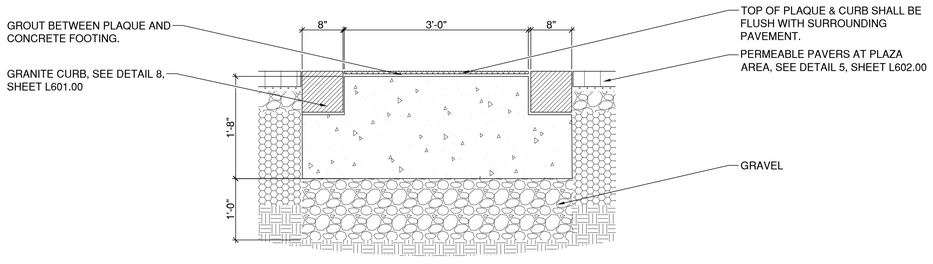
NOTES:

1. CONTRACTOR SHALL SUBMIT SHOP DRAWING SHOWING PLAQUE, ALL HARDWARE, AND FOOTING DETAILS TO OWNER'S REPRESENTATIVE FOR APPROVAL.
2. SEE SPECIFICATIONS FOR MANUFACTURER.
3. THE CONTRACTOR AND MANUFACTURER SHALL PROVIDE A VECTOR GRAPHIC OF ALL TEXT AND IMAGES FOR OWNER'S REPRESENTATIVE AND CITY TO REVIEW AND SIGN OFF ON PRIOR TO FINAL FABRICATION. THE CITY SHALL BE RESPONSIBLE FOR APPROVING ALL TEXT.

1 BRONZE BURIAL GROUND PLAQUE
1" = 1'-0"



PLAN VIEW

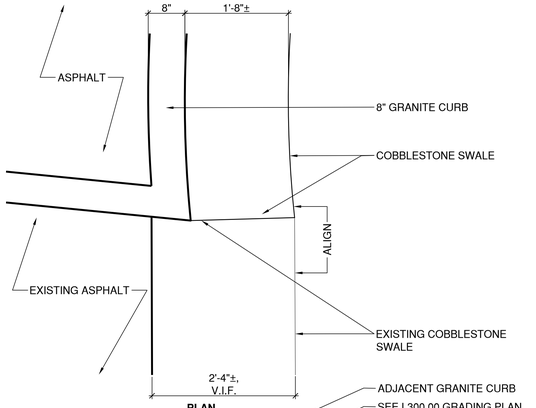


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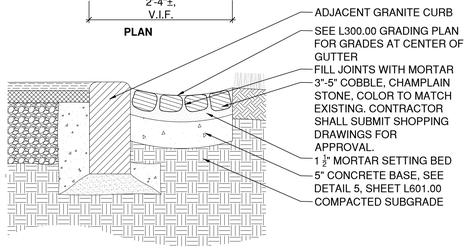
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1. CONTRACTOR SHALL SUBMIT SHOP DRAWING SHOWING PLAQUE, ALL HARDWARE, AND FOOTING DETAILS TO OWNER'S REPRESENTATIVE FOR APPROVAL.
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2 BRONZE DEDICATION PLAQUE
1" = 1'-0"

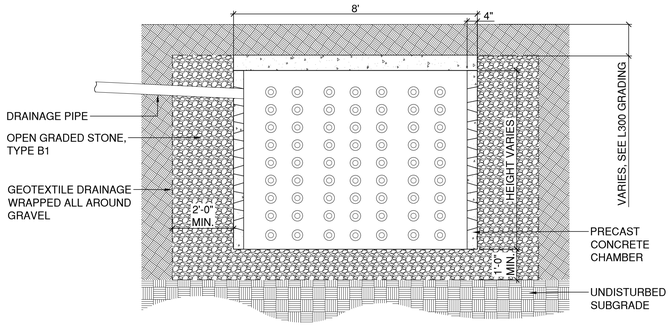


PLAN



SECTION

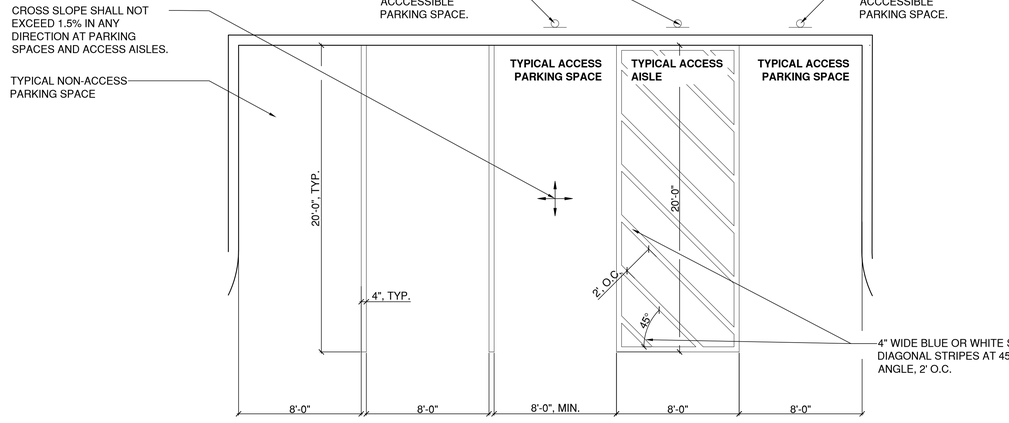
3 COBBLESTONE GUTTER
1" = 1'-0"



NOTES:

1. CONTRACTOR SHALL SUBMIT SHOP DRAWING SHOWING PRECAST CONCRETE CHAMBER AND THE PLACEMENT OF ALL DRAINAGE PIPES TO OWNER'S REPRESENTATIVE FOR APPROVAL.
2. SEE SPECIFICATIONS FOR MANUFACTURER.

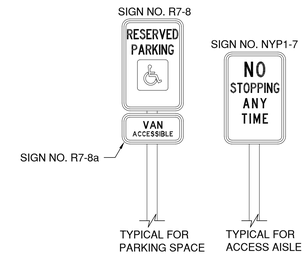
5 DRYWELL
1/2" = 1'-0"



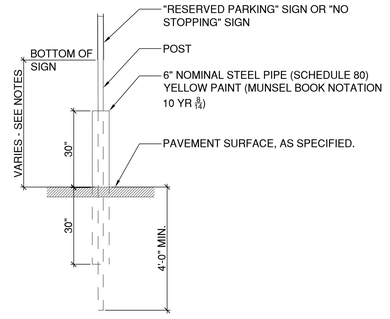
NOTES:

1. FOR TYPICAL ACCESSIBLE PARKING LOT DETAILS AND REQUIREMENTS, REFERENCE NYSDOT STANDARD SHEET 608-02 ACCESSIBLE PARKING FOR PERSONS WITH DISABILITIES DETAILS, APPROVED MARCH 07, 2016.
2. LOCATION - PARKING SPACES FOR USE BY PERSONS WITH DISABILITIES SHALL BE IN THE PLACES CLOSEST TO THE NEAREST ACCESSIBLE BUILDING OR FACILITY ENTRANCE ON AN ACCESSIBLE ROUTE.
3. DIMENSIONS - ACCESSIBLE PARKING SPACES SHALL BE AT LEAST 8' WIDE AND SHALL HAVE AN ADJACENT ACCESS AISLE 8' WIDE MEASURED PERPENDICULAR TO THE STALL STRIPE TO ACCOMMODATE VANS WITH LIFTS.
4. SIGNING - EACH ACCESSIBLE PARKING SPACE SHALL BE MARKED BY PERMANENTLY INSTALLED GROUND MOUNTED SIGNS WHICH THE INTERNATIONAL SYMBOL FOR ACCESS. EACH ACCESS AISLE SHALL BE MARKED BY PERMANENTLY INSTALLED GROUND MOUNTED SIGNS INDICATING THAT STOPPING IS NOT PERMITTED IN THE AISLE. SIGNS SHALL NOT BLOCK THE ACCESSIBLE CLEAR WIDTH OF ADJACENT WALKWAYS. SIGNS LOCATED WHERE THEY MAY BE HIT BY VEHICLES BEING PARKED SHALL BE INSTALLED AS SHOWN IN THE POST BASE DETAIL. THE BOTTOMS OF THE SIGNS LOCATED ON POSTS INSTALLED IN PAVED AREA SHALL BE 7' MINIMUM ABOVE THE WALKWAY SURFACE. THE BOTTOMS OF SIGNS LOCATED IN UNPAVED AREA SHALL BE 7' MINIMUM ABOVE THE PAVEMENT SURFACE.
5. SURFACE SLOPES - SLOPES AT ACCESSIBLE PARKING SPACES, ACCESS AISLES, AND ADJOINING WALKWAYS SHALL NOT EXCEED 1.5% MAXIMUM IN ANY DIRECTION FOR DESIGN AND LAYOUT, AND 2.0% MAXIMUM FOR WORK ACCEPTANCE, WHILE PROVIDING POSITIVE DRAINAGE.
6. PAVEMENT MARKING COLORS - REQUIRED ACCESSIBLE PARKING SPACE AND ACCESS AISLE STRIPING AND OTHER OPTIONAL PAVEMENT MARKINGS, SUCH AS THE INTERNATIONAL ACCESS SYMBOL, SHALL BE PAINTED WHITE OR BLUE.
7. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS ON SIGNAGE, POST, AND FOOTINGS TO LANDSCAPE ARCHITECT.

4 PARKING LOT STRIPING & SIGNAGE
1/4" = 1'-0"



SIGNAGE - NTS



POST BASE DETAIL
SCALE: ¾" = 1'-0"

PROJECT:

NEWBURGH

COLORED BURIAL GROUND REINTERMENT
CITY OF NEWBURGH RFP #18.22

DOWNING PARK
BETWEEN CARPENTER AVE & DUBOIS STREET
NEWBURGH, NY 12550

CLIENT:

CITY OF NEWBURGH
83 BROADWAY
NEWBURGH, NY 12550
O: 845.569.9400

CONSULTANT:

STUDIO HIP
LANDSCAPE ARCHITECTURE, PLLC

202 CROTON AVE.
OSSINING, NY 10562

T 914.384.2131

CONSULTANT:

PUSH STUDIO

1346 TALBERT TERRACE SE
WASHINGTON, DC 20020
(TEL) 202.505.3515

100% DRAWING SET
NOT FOR CONSTRUCTION

© Studio HIP Landscape Architecture, PLLC

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REVISION No.	DATE	DESCRIPTION

DRAWING TITLE:

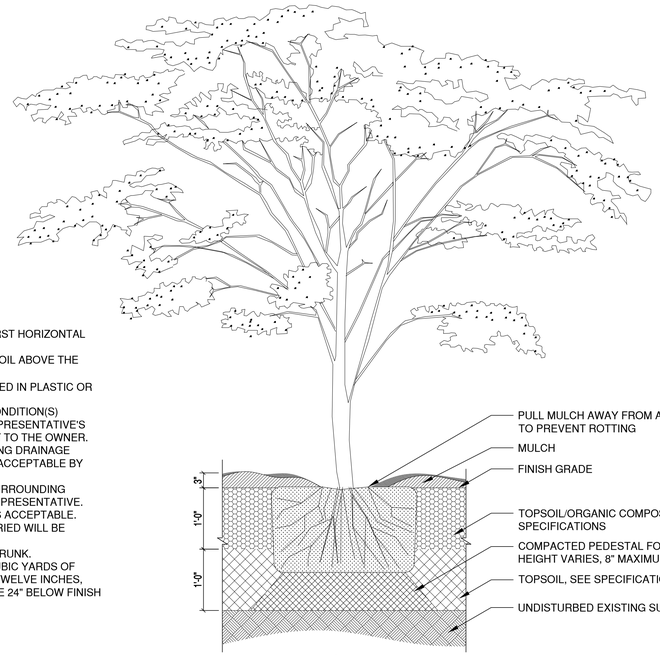
SITE DETAILS 6

DATE:	3/26/2026	**DRAWN BY:**	MP
SCALE:	AS SHOWN	**CHECKED BY:**	EHF, JN, & GS
DOB SIGN OFF:		**SEAL:**	

DRAWING No: L606.00

SHEET No: 22 of 23

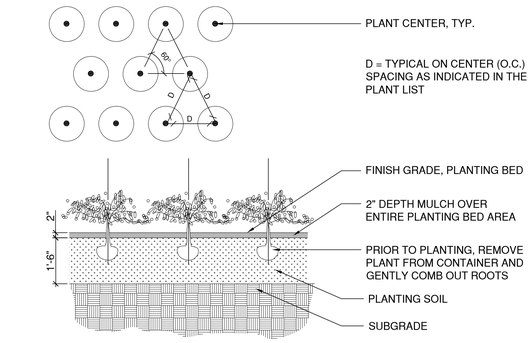
100% DRAWING SET - NOT FOR CONSTRUCTION



NOTES:

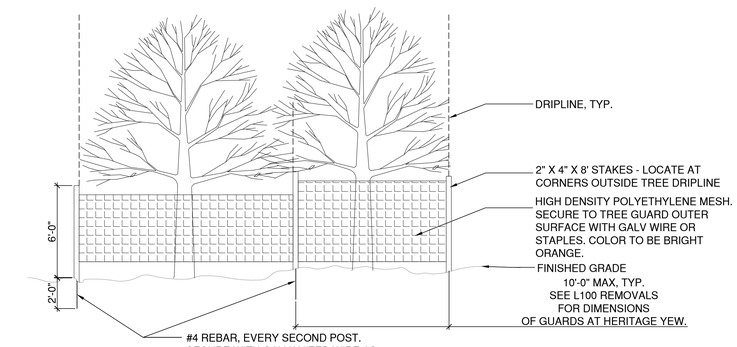
1. CONTRACTOR TO LOCATE ROOT FLARE OF EACH TREE PRIOR TO PLACEMENT. (THE FLARE IS WHERE THE FIRST HORIZONTAL ROOT COMES OUT FROM THE TREE.)
2. REMOVE SOIL FROM TOP OF ROOTBALL TO EXPOSE TOP OF FLARE. TREES WITH MORE THAN 3" OF EXCESS SOIL ABOVE THE FLARE SHALL BE REJECTED.
3. REMOVE BURLAP A MIN. ⅓ DOWN ROOTBALL, REMOVE ALL TWINE AND WIRE BASKET. IF ROOT BALL IS WRAPPED IN PLASTIC OR NON-BIODEGRADABLE MATERIAL, REMOVE ENTIRE WRAP.
4. DURING EXCAVATION FOR TREE PIT, OWNER'S REPRESENTATIVE IS TO BE NOTIFIED IMMEDIATELY OF ANY CONDITION(S) DETRIMENTAL TO PROPER DRAINAGE. DETRIMENTAL CONDITION(S) SHALL BE CORRECTED PER OWNER'S REPRESENTATIVE'S INSTRUCTION TO ACHIEVE ACCEPTABLE DRAINAGE. THIS OPERATION SHALL OCCUR AT NO ADDITIONAL COST TO THE OWNER.
5. AFTER EXCAVATION FOR TREE PIT, OWNER'S REPRESENTATIVE IS TO BE NOTIFIED OF AND EVALUATE EXISTING DRAINAGE CONDITIONS ON SITE PRIOR TO PLANTING TREE. TREE SHALL NOT BE PLANTED UNTIL DRAINAGE IS DEEMED ACCEPTABLE BY OWNER'S REPRESENTATIVE.
6. SET ROOTBALL ON COMPACTED TOPSOIL PEDESTAL SO THAT TREE FLARE IS ONE TO TWO INCHES ABOVE SURROUNDING GRADE. DO NOT CUT LEADER(S). DO NOT PRUNE BRANCHES UNLESS BY THE DIRECTION OF THE OWNER'S REPRESENTATIVE.
7. CONTRACTOR TO FIRMLY TAMP SOIL AROUND ROOT BALL TO ELIMINATE AIR POCKETS. FOOT COMPACTION IS ACCEPTABLE.
8. THE PLANTING DEPTH OF EACH TREE WILL BE INSPECTED. TREES PLANTED TOO DEEPLY OR WITH FLARE BURIED WILL BE REJECTED.
9. MULCH TO BE PLACED TO 3" DEPTH. PULL MUCH AWAY FROM TRUNK OF TREE. DO NOT MOUND UP AROUND TRUNK.
10. TOPSOIL IN GARDEN AREA SHALL BE MIXED WITH ORGANIC COMPOST IN THE PROPORTIONS OF SEVEN (7) CUBIC YARDS OF TOPSOIL TO TWO (2) CUBIC YARDS OF COMPOST AND SPREAD TO A DEPTH OF TWELVE (12) INCHES. BELOW TWELVE INCHES, AREA SHALL RECEIVE AN ADDITIONAL TWELVE INCHES OF TOPSOIL. TOTAL DEPTH OF NEW TOPSOIL SHALL BE 24" BELOW FINISH GRADE.

1 MULTI-STEM TREE PLANTING IN GARDEN AREA
1" = 1'-0"



NOTES:
1. REMOVE ALL WIRE, PLASTIC, TAGS, OR OTHER SYNTHETIC MATERIAL FROM PLANTS PRIOR TO PLANTING

6 PERENNIAL AND GROUND COVER PLANTING
1/2" = 1'-0"

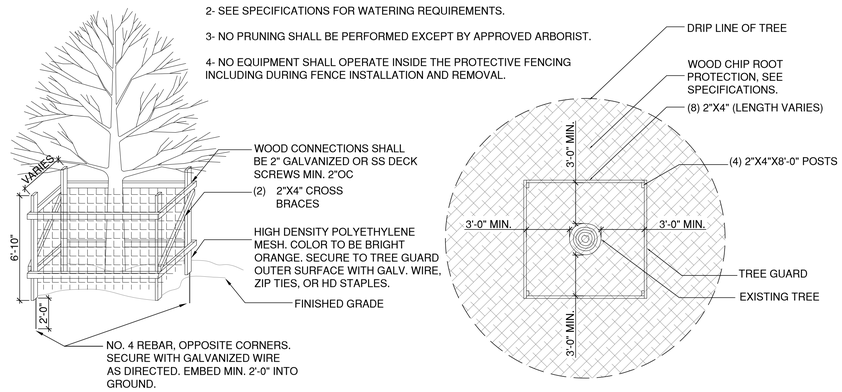


NOTES:
1- SEE SPECIFICATIONS FOR ADDITIONAL TREE PROTECTION REQUIREMENTS.

2- SEE SPECIFICATIONS FOR WATERING REQUIREMENTS.

3- NO PRUNING SHALL BE PERFORMED EXCEPT BY APPROVED ARBORIST.

4- NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING DURING FENCE INSTALLATION AND REMOVAL.



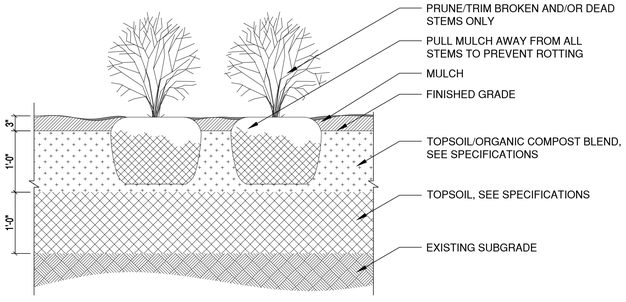
SECTION
FOR REFERENCE ONLY

PLAN
FOR REFERENCE ONLY

2 TREE PROTECTION
1/4" = 1'-0"

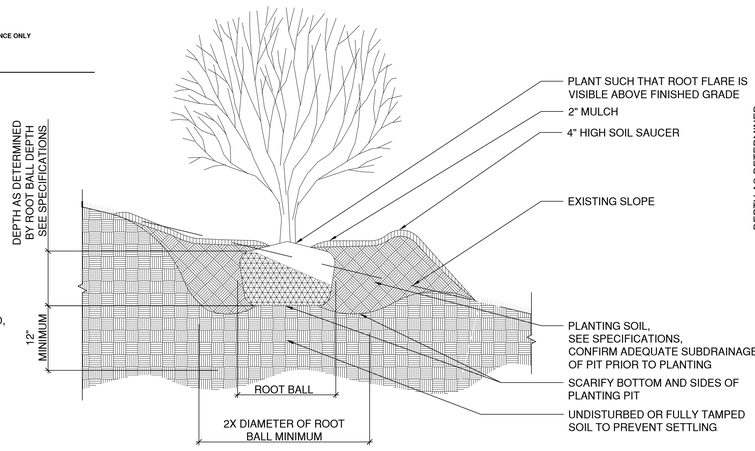
CITY OF NEWBURGH STANDARD DETAIL - MODIFIED

4 DECIDUOUS TREE PLANTING AND GUYING
3/8" = 1'-0"



NOTE:
TOPSOIL IN GARDEN AREA SHALL BE MIXED WITH ORGANIC COMPOST IN THE PROPORTIONS OF SEVEN (7) CUBIC YARDS OF TOPSOIL TO TWO (2) CUBIC YARDS OF COMPOST AND SPREAD TO A DEPTH OF TWELVE (12) INCHES. BELOW TWELVE INCHES, AREA SHALL RECEIVE AN ADDITIONAL TWELVE INCHES OF TOPSOIL. TOTAL DEPTH OF NEW TOPSOIL SHALL BE 24" BELOW FINISH GRADE.

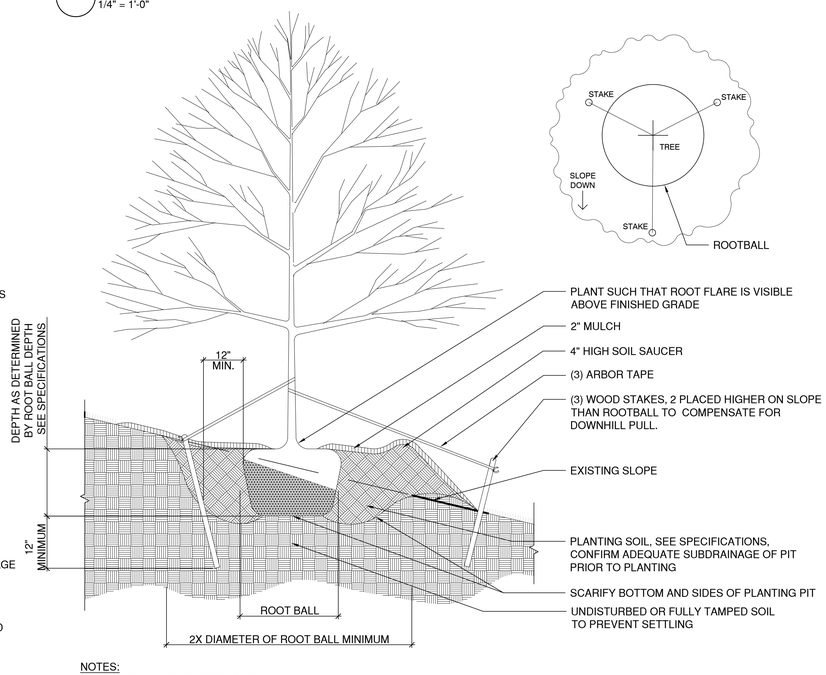
3 SHRUB PLANTING
1" = 1'-0"



NOTES:
1. ROOTS MUST BE KEPT MOIST.
2. PLANT IN DORMANT SEASON. CONTACT NURSERY AT LEAST 3 MONTHS IN ADVANCE OF ANTICIPATED PLANTING.
3. REMOVE BURLAP FROM TOP 1/3 OF BALL.
4. REMOVE ALL WIRE, PLASTIC, TAGS, OR OTHER SYNTHETIC MATERIAL COMPLETELY PRIOR TO PLANTING.
5. KEEP MULCH 6" AWAY FROM ROOT COLLAR.
6. SHRUB SHALL BE SET PLUMB AND CENTERED IN PIT.
7. WATER THOROUGHLY AFTER INSTALLATION. SEE SPECIFICATIONS FOR RATE.
8. PRUNING SHALL ONLY OCCUR BY DIRECTION OF LANDSCAPE ARCHITECT OR CERTIFIED ARBORIST.

5 SHRUB PLANTING ON A SLOPE
1/2" = 1'-0"

7 TREE PROTECTION FOR GROVES
1/4" = 1'-0"



NOTES:
1. ROOTS MUST BE KEPT MOIST.
2. PLANT IN DORMANT SEASON. CONTACT NURSERY AT LEAST 3 MONTHS IN ADVANCE OF ANTICIPATED PLANTING.
3. REMOVE ALL WIRE, PLASTIC, TAGS, OR OTHER SYNTHETIC MATERIAL COMPLETELY PRIOR TO PLANTING.
4. MARK NORTH SIDE OF TREE IN NURSERY AND LOCATE TO THE NORTH WHEN PLANTED.
5. PLANT TREE SUCH THAT TRUNK FLARE IS VISIBLE ABOVE FINISHED GRADE.
6. KEEP MULCH 6" AWAY FROM ROOT COLLAR.
7. TREE SHALL BE SET PLUMB AND CENTERED IN PIT.
8. WATER THOROUGHLY AFTER INSTALLATION. SEE SPECIFICATIONS FOR RATE.
9. PRUNING SHALL ONLY OCCUR BY DIRECTION OF LANDSCAPE ARCHITECT OR CERTIFIED ARBORIST.
10. TREE LEADER SHALL NOT BE CUT.

8 TREE PLANTING ON A SLOPE
1/2" = 1'-0"

PROJECT:

NEWBURGH
COLORED BURIAL GROUND REINTERMENT
CITY OF NEWBURGH RFP #18.22

DOWNING PARK
BETWEEN CARPENTER AVE & DUBOIS STREET
NEWBURGH, NY 12550

CLIENT:

CITY OF NEWBURGH
83 BROADWAY
NEWBURGH, NY 12550
O: 845.569.9400

CONSULTANT:

STUDIO HIP
LANDSCAPE ARCHITECTURE, PLLC

202 CROTON AVE.
OSSINING, NY 10562

T 914.384.2131

CONSULTANT:

PUSH STUDIO

1346 TALBERT TERRACE SE
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(TEL) 202.505.3515

100% DRAWING SET
NOT FOR CONSTRUCTION

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REVISION No.	DATE	DESCRIPTION

DRAWING TITLE:

SITE DETAILS 8

DATE:	3/26/2026	**DRAWN BY:**	MP
SCALE:	AS SHOWN	**CHECKED BY:**	EHF, JN, & GS
DOB SIGN OFF:		**SEAL:**	

DRAWING No: L607.00

SHEET No: 23 of 23

100% DRAWING SET - NOT FOR CONSTRUCTION

RESOLUTION NO.: _____ - 2026

OF

SEPTEMBER 14, 2026

A RESOLUTION AUTHORIZING THE EXECUTION OF A PARTIAL RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO ANTHONY WHITE TO THE PREMISES KNOWN AS 82 CLINTON STREET (SECTION 10, BLOCK 1, LOT 20)

WHEREAS, on June 15, 2020, the City of Newburgh conveyed property located at 82 Clinton Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 10, Block 1, Lot 20, to Anthony White; and

WHEREAS, by Resolution 262-2021, the City Council of the City of Newburgh approved a Release of Restrictive Covenants for covenants numbered 1 through 5, inclusive, in said deed; and

WHEREAS, Mr. White now requests a release of the remaining restrictive covenant contained in said deed; and

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

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

PARTIAL 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 82 Clinton Street, (Section 10, Block 1, Lot 20) on the Official Tax Map of the City of Newburgh, from restrictive covenants number 6 in a deed dated June 15, 2020 from THE CITY OF NEWBURGH to ANTHONY WHITE, recorded in the Orange County Clerk's Office on October 9, 2020, in Liber 14819 of Deeds at Page 1447 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: _____, 2026

THE CITY OF NEWBURGH

By: _____
Jason Morris, Interim City Manager
Pursuant to Res. No.: _____ - 2026

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

On the ____ day of September in the year 2026, before me, the undersigned, a Notary Public in and for said State, 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 the person upon behalf of which the individual acted; executed the instrument.

_____
Notary Public

RESOLUTION NO.: _____ - 2026

OF

SEPTEMBER 14, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SATISFACTION OF MORTGAGE IN CONNECTION WITH THE PREMISES LOCATED AT 367 FIRST STREET (SECTION 28, BLOCK 1, LOT 21)

WHEREAS, the City of Newburgh issued a Mortgage to Heather Dalley in the principal sum of $5,516.00 for the premises located at 367 First Street (Section 28, Block 1, Lot 21) ("Premises"), dated August 31, 2006, and recorded in the Orange County Clerk's Office on September 8, 2006, in Book 12251, Page 1779; and

WHEREAS, the terms of the Mortgage have been satisfied by the mortgagor and the issuance of a Satisfaction of Mortgage, a copy of which is annexed hereto, is necessary and appropriate; and

WHEREAS, this Council has determined that executing said Satisfaction 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 mortgage issued by the City of Newburgh to Heather Dalley in the principal sum of $5,516.00 is hereby satisfied, and the City Manager is hereby authorized to execute the attached Satisfaction in connection with said mortgage.

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550;

Does hereby consent that the following mortgage be discharged of record:

MORTGAGE bearing the date of August 31, 2006, made by Heather Dalley to the City of Newburgh, given to secure payment of the principal sum of $5,516.00, and duly recorded in the office of the Orange County Clerk's Office on September 8, 2006, in Book 12251, Page 1779; and

which Mortgage has not been further assigned of record.

Dated: _____, 2026

THE CITY OF NEWBURGH

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

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

On the ____ day of _____ in the year 2026, before me, the undersigned, a Notary Public in and for said State, 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 the person upon behalf of which the individual acted; executed the instrument.

_____
Notary Public

RESOLUTION NO.: _____-2026

OF

SEPTEMBER 14, 2026

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO NEWBURGH COMMUNITY IMPROVEMENT CORPORATION TO THE PREMISES KNOWN AS 367 FIRST STREET (SECTION 28, BLOCK 1, LOT 21)

WHEREAS, on August 11, 2005, the City of Newburgh conveyed property located at 367 First Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 28, Block 1, Lot 21, to Newburgh Community Improvement Corporation; and

WHEREAS, the title company acting on behalf of the current owner, Heather Dalley, has requested a release of the restrictive covenants contained in the deed from the City of Newburgh; and

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

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

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 367 First Street, Section 28, Block 1, Lot 21 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, 5, and 6 in a deed dated August 11, 2005, from THE CITY OF NEWBURGH to NEWBURGH COMMUNITY IMPROVEMENT CORPORATION, recorded in the Orange County Clerk's Office on August 15, 2005, in Book 11918, Page 1341 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: _____, 2026

THE CITY OF NEWBURGH

By: _____
Jason Morris, Interim City Manager
Pursuant to Res. No.: _____-2026

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

On the ____ day of September in the year 2026, before me, the undersigned, a Notary Public in and for said State, 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 the person upon behalf of which the individual acted; executed the instrument.

_____
Notary Public

RESOLUTION NO.: _____-2026

OF

SEPTEMBER 14, 2026

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO PHILLIP GASKINS TO THE PREMISES KNOWN AS 161 NORTH MILLER STREET (SECTION 18, BLOCK 1, LOT 8)

WHEREAS, on February 26, 1998, the City of Newburgh conveyed property located at 161 North Miller Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 1, Lot 18, to Phillip Gaskins; and

WHEREAS, the title company acting on behalf of Phillip Gaskins has requested a release of the restrictive covenants contained in the deed from the City of Newburgh; and

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

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

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 161 North Miller Street, Section 18, Block 1, Lot 8 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, and 4 in a deed dated February 26, 1998, from THE CITY OF NEWBURGH to PHILLIP GASKINS, recorded in the Orange County Clerk's Office on March 31, 1998, in Book 4750, Page 186 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: _____, 2026

THE CITY OF NEWBURGH

By: _____
Jason Morris, Interim City Manager
Pursuant to Res. No.: _____-2026

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

On the ____ day of September in the year 2026, before me, the undersigned, a Notary Public in and for said State, 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 the person upon behalf of which the individual acted; executed the instrument.

_____
Notary Public

RESOLUTION NO.: _____-2026

OF

SEPTEMBER 14, 2026

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO GENE H. LEPERE TO THE PREMISES KNOWN AS 397-399 GRAND STREET (N/K/A 397 GRAND STREET) (SECTION 9, BLOCK 1, LOT 5)

WHEREAS, on September 15, 1982, the City of Newburgh conveyed property located at 397-399 Grand Street (n/k/a 397 Grand Street), being more accurately described on the official Tax Map of the City of Newburgh as Section 9, Block 1, Lot 5, to Gene H. LePere; and

WHEREAS, the law firm acting on behalf of the current owner, Habitat for Humanity of Greater Newburgh, Inc. has requested a release of the restrictive covenants contained in the deed from the City of Newburgh; and

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

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

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 397-399 Grand Street (n/k/a 397 Grand Street), Section 9, Block 1, Lot 5 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated September 19, 1982, from THE CITY OF NEWBURGH to GENE H. LEPERE, recorded in the Orange County Clerk's Office on November 29, 1982, in Book 2238, Page 204 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: _____, 2026

THE CITY OF NEWBURGH

By: _____
Jason Morris, Interim City Manager
Pursuant to Res. No.: _____-2026

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

On the ____ day of September in the year 2026, before me, the undersigned, a Notary Public in and for said State, 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 the person upon behalf of which the individual acted; executed the instrument.

_____
Notary Public

RESOLUTION NO.: _____ - 2026

OF

SEPTEMBER 14, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MAIN LINE COMMERCIAL POOLS TO WINTERIZE THE CITY OF NEWBURGH AQUATIC CENTER

WHEREAS, the Recreation Department has received a proposal and contract from Main Line Commercial Pools for the winterization of the City of Newburgh Aquatic Center at a cost of $9,744.52; and

WHEREAS, the cost for such proposal is to be derived from A.7181.0448; and

WHEREAS, this Council has reviewed the same and has determined that entering into said agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized accept the proposal and to execute an agreement with Main Line Commercial Pools for the winterization of the City of Newburgh Aquatic Center at a cost of $9,744.52.

MAIN LINE COMMERCIAL POOLS
441 Feheley Drive
King of Prussia, PA 19406
(610) 279-9285
(610) 277-4276 fax

QUOTE

ORDER NUMBER: 0124850
ORDER DATE: 8/21/2026
SHIP DATE: 9/20/2026

SALESPERSON: Brian Grimes
CUSTOMER NO.: 20-CIT5311
CUSTOMER PHONE:

SOLD TO:
City of Newburgh-Delano Hitch Aquatic Center
Attn: Accounts Payable
401 Washington Street
Newburgh, NY 12550

SHIP TO:
Delano Hitch Aquatics Center-Pool
375 Washington Street
Newburgh, NY 12550

CUSTOMER P.O.	SHIP VIA	TERMS	COMMENTS:
		Net 30 Days	2026 Pool Closing

ITEM NO.	UNIT	ORDERED	SHIPPED	BACKORDER	PRICE	AMOUNT
/SERVICECALL	EACH	1.000	0.000	0.000	8,733.67	8,733.67
2026 POOL WINTERIZATION 2026 pool winterization, MLCP will perform a full winter closing of the outdoor pool(s). This includes blowing out all return lines, jets, fill lines, skimmer lines, and any water feature lines, followed by the addition of antifreeze where appropriate. All return lines, auto-fill lines, skimmer lines, and main drain will be securely plugged, with the main pool drains air-locked to prevent freeze damage. The filter system, pumps, and strainers will be fully drained to ensure no residual water remains.						
EZC-50-1067	EACH	1.000	0.000	0.000	311.46	311.46
12/CS E-Z CLOR QT ALGAE PLUS						
P30215	EACH	2.000	0.000	0.000	168.54	337.08
PULSAR POWER SHOCK -25LB						
EZC-50-1214	EACH	1.000	0.000	0.000	213.99	213.99
E-Z CHLOR METAL MAGNET 12/CS QT						
AAA-50-8701-S	EACH	24.000	0.000	0.000	6.18	148.32
BLUE ANTIFREEZE -50 DEGREES 6/CS (1GAL) - SINGLES						

PLEASE SIGN BELOW AND RETURN TO SALES@MAINLINEPOOLS.COM

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ PO# :_____

NET ORDER:	9,744.52
LESS DISCOUNT:	0.00
FREIGHT:	0.00
SALES TAX:	0.00
ORDER TOTAL:	9,744.52

Effective 10/1/25, a 4% processing fee will be applied to all payments made by credit card.

RESOLUTION NO.: _____ - 2026

OF

SEPTEMBER 14, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH BLACKLINE SAFETY CORP. FOR LONE WORKER SAFETY EQUIPMENT AND RELATED SERVICES FOR THE RECREATION DEPARTMENT

WHEREAS, the City of Newburgh Recreation Department proposes to purchase communication equipment and related services to ensure the safety and security of employees who often are assigned to work alone; and

WHEREAS, the Water Division has received a proposal and contract from Blackline Safety Corp. for 2 Lone Worker Safety devices and related services at a cost of $4,035.00 for a one-year agreement; and

WHEREAS, the cost for such proposal is to be derived from A.7140.0448; and

WHEREAS, this Council has reviewed the same and has determined that entering into said agreement is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized accept the proposal and to execute an agreement with Blackline Safety Corp. for 2 Lone Worker Safety devices and related services in the Recreation Department at a cost of $4,035.00.

blacklinesafety

G8 LONE WORKER

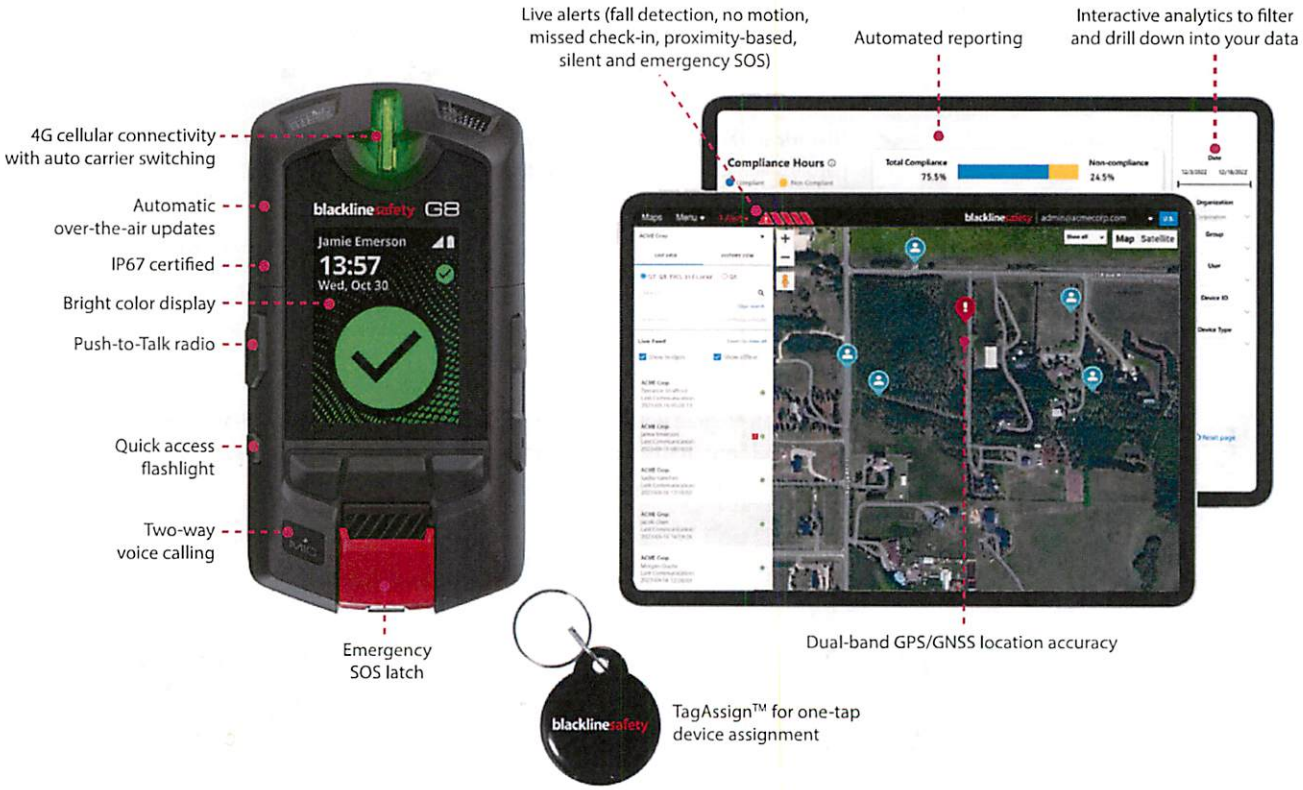
ALWAYS CONNECTED. ALWAYS AWARE.

Falls, motor vehicle accidents, remoteness, assaults, health events—these hazards can happen on the job. But for workers who operate out of sight and sound of others, the likelihood and severity of these risks mount.

G8 Lone Worker changes that.

Built for demanding industrial environments, G8 pairs rugged reliability with real-time monitoring, instant alerts, and seamless communication that protects workers and improves productivity in one intrinsically safe, connected platform.

NEVER LOSE CONNECTION



Read about real incidents—and how connected safety saves lives.
blacklinesafety.com/incidents

CONNECTED SAFETY PLATFORM



G8 LONE WORKER MONITOR

BLACKLINE LIVE SOFTWARE AND ANALYTICS

24/7 LIVE MONITORING

Stay connected to workers—in every situation

- **Advanced 4G LTE cellular connectivity** with auto-switching between carriers for best coverage.
- **Built-in location technology** to pinpoint worker location quickly and accurately.
- **Real-time alerts** for falls, no-motion, missed check-ins, proximity-based, silent and emergency SOS.
- **Direct-to-cloud field data streaming** to Blackline Live software.

Shift from reactive to proactive safety

- **Automated reporting** with Blackline Analytics provides interactive insights that show if safety devices are being worn, turned on, and up to date for easier compliance management.
- **Real-time map view** to see where your people are and their alert status.
- **ZoneAware™** to draw site-specific areas to see who is in each zone, monitor remote crews, and identify hazards in specific areas.
- **Historical trend data** to identify any patterns and use learnings to correct and prevent incidents from happening.

Communicate and collaborate—human-to-human

- **Emergency Voice** where a real person checks in when an alert is triggered and sends immediate help if needed.*
- **Push-to-Talk** works just like a two-way radio, using a dedicated button for clear audio and optional remote speaker mic (RSM) rivaling any industrial radio — so teams can coordinate quickly across sites.
- **Text Messaging** for urgent mass notifications, like evacuations or extreme weather events, and for workers to send custom or pre-set messages to monitoring personnel when help is needed.

*Connects to your own control room or Blackline's 24/7 live monitoring service

> "It's about doing everything you can to give your staff the resources to stay safe. With Blackline, we're preventing another lone worker incident. It's the best system on the market and our people love it."
>
> **— Charles Ercol, Environmental Health & Safety Superintendent, GCWA**

VIEW DETAILED SPECIFICATIONS

VIEW SERVICE PLAN OPTIONS

NORTH AMERICA 1 877 869 7212 | sales@blacklinesafety.com
EUROPE +44 1787 222684 | eusales@blacklinesafety.com
REST OF WORLD +1 403 451 0327 | sales@blacklinesafety.com

blacklinesafety

blacklinesafety.com

01-19-2026

blacklinesafety

QUOTE ID
BL-21374-R1

PREPARED FOR
City of Newburgh
Newburgh, New York, United States

END USER
George Cobb
gcobb@cityofnewburgh-ny.gov

Contract Name/Number
None

EXPIRATION DATE
Sep 4, 2026

SALES CONTACT
Luiza Bortoluzzi
lbortoluzzi@blacklinesafety.com

COMMENTS
SER-PRO-ONB (New Department) / C0010637 City of Newburgh
Bill To / Ship To:
493 LITTLE BRITAIN RD
NEWBURGH NY 12550-6101
United States

1. Onboarding

Billing Type	Product Image	Part Number	Description	List Price	Qty	Extended
One-Time		SER-PRO-ONB	Account Setup, onboarding and Go-Live for 1-50 devices.	$300.00	1	$300.00
					Subtotal:	$300.00

2. G7c

Billing Type	Product Image	Part Number	Description	List Price	Qty	Extended
One-Time		J-G7C-Z-NA2-2Y	G7C Lone Worker Purchase Model - NA2, Two Year Term	$854.00	2	$1,708.00
Yearly		J-SER-BV-1Y	G7 Service Plan - Blackline Monitored w/ Voice, 1-Year	$720.00	2	$1,440.00
Yearly		J-SER-PTT-1Y	G7 Service Plan - Push-To-Talk, 1-Year	$180.00	2	$360.00
					Subtotal:	$3,508.00

3. Accessories

Billing Type	Product Image	Part Number	Description	List Price	Qty	Extended
One-Time		ACC-CHG-PNL-5-NA	Accessory, Wall Mount Multi Charger, North America, 5 devices	$227.00	1	$227.00
					Subtotal:	$227.00

Total: $4,035.00

The shipping cost will be calculated when your order is shipped.

TERMS AND CONDITIONS

Quotation & Pricing
Unless otherwise specified in writing, pricing for the products and services are only fixed for a period of thirty (30) days commencing on the date of the quote referenced above ("Pricing Schedule").
Payment
Unless otherwise agreed to, all payments shall be due upon receipt of the invoice.
Delivery
Unless otherwise agreed to in writing, all products are delivered using Ex-Works (EXW)) Incoterms® 2020 from Blackline Safety's manufacturing facility at Calgary, Alberta, Canada or unless otherwise indicated by Blackline Safety ("Manufacturing Facility"). The Customer is responsible for all costs and risks associated with transportation, including but not limited to freight, insurance, customs clearance, duties, tariffs and taxes. Title and risk of loss or damage transfers to the Customer upon pickup from Blackline's Manufacturing Facility.
Governing Terms and Conditions
If a written agreement executed between the parties exists ("Master Agreement"), its terms shall govern.
If no Master Agreement is in place, this Pricing Schedule, along with Blackline Safety's standard terms and conditions available at: https://www.blacklinesafety.com/terms-and-conditions shall apply.
Any additional or conflicting terms in a purchase order or other Customer document shall have no effect unless expressly agreed to in writing by Blackline Safety.
Acceptance
By issuing a purchase order or otherwise proceeding with a transaction as outlined in this Pricing Schedule, the Customer acknowledges and agrees to the terms set forth herein.

BLACKLINE SAFETY

Name

Title

Signature

Date

City of Newburgh

Name George Cobb

Title Superintendent

Signature

Date

RESOLUTION NO.: _____ - 2026

OF

SEPTEMBER 14, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A POOL ACCESS ADA WHEELCHAIR FOR USE AT THE CITY OF NEWBURGH AQUATIC CENTER

WHEREAS, the Interim City Manager has advised that Kara Dorsey has offered to donate a pool access ADA wheelchair to the City of Newburgh for use at the Aquatic Center; and

WHEREAS, this Council has determined that accepting such donation is in the best interests of the City of Newburgh and the safety of its residents and visitors alike;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager is hereby authorized to accept one pool access ADA wheelchair from Kara Dorsey for use at the City of Newburgh Aquatic Center, with the sincere thanks of the City Council on behalf of all of the residents of the City of Newburgh.

POOL ACCESS CHAIRS

ACCESS CHAIRS



ABOUT

Ideal for zero-depth entry and ramp entry pools, PVC Access Chairs are vital when a pool lift isn't your main point of access. A user's everyday chair is often a costly investment that is not intended for aquatics; our Access Chairs provide a practical and affordable solution for those who want to fully enjoy the pool without damaging their everyday chair.

These chairs are perfect for locker rooms and splash pad parks as well. Take advantage of all types of pool access with PVC access chairs!

ITEM #	PRODUCT	WEIGHT CAPACITY	BETWEEN ARMS
F-520SPM	Pool Access Chair with mesh seat	300 lb (136 kg)	18"
F-520WSPM	Pool Access Chair with mesh seat	350 lb (158 kg)	21"
F-520XWSPM	Pool Access Chair with mesh seat	400 lb (181 kg)	24"

FEATURES:

- Anti-tip design
- Corrosion resistant materials
- Dual brakes
- Furniture grade PVC
- Stainless steel hardware
- Swing out armrests
- Sliding footrest
- UV resistant fabric
- Limited one (1) year warranty
- Ships small parcel, some assembly required
- Made in USA

PROUDLY SOLD BY:

RESOLUTION NO.: _____ - 2026

OF

SEPTEMBER 14, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES LAW ENFORCEMENT TECHNOLOGY PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED $250,000.00 WITH NO CITY MATCH

WHEREAS, New York State Division of Criminal Justice Services Law Enforcement Technology ("DCJS LETech") Grant Program provides funding to municipal law enforcement agencies to purchase law enforcement technologies and related software and equipment to support efforts to maintain safe communities; and

WHEREAS, the City of Newburgh Police Department proposes to apply for a DCJS LETech program grant to purchase interior drones with a service plan, Tru-Narc hand-held narcotics analyzer with a service plan, and a Light Tower trailer with a camera system; and

WHEREAS, the grant funding in the amount of $250,000.00 requires no City match; and

WHEREAS, this Council has determined that applying for such grant and accepting if awarded 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 apply for and accept if awarded a New York State Division of Criminal Justice Services Law Enforcement Technology program grant in the amount of $250,000.00 with no City match for the purchase of equipment and related services; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

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: DCJS Law Enforcement Technology (LETech) 2026-2027	NAME OF DEPARTMENT REQUESTING GRANT: Police Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Chief Rola
NAME OF GRANT/NAME OF AWARDING AGENCY: NYS DCJS	GRANT SUBMITTAL DATE: 9/2/26	AMOUNT OF AWARD: $250,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) None	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: -0-	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:
PROJECT PLAN: Scope of Project: **The Police Department plans to purchase Interior Drones w/service plan, a Tru Narc handheld narcotics analyzer w/service plan and a Light Tower trailer w/camera system.** Project Timeline: (ex. Dates): Awards will be issued on or around January 1, 2027		

City of Newburgh

GRANT APPLICATION FORM

SECTION B. FOR REVIEW BY CITY COMPTROLLER
GRANT MATCH REQUIREMENT REVIEWED? YES/NO: COMMENTS: N/A
IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO COMMENTS: N/A
STAFFING ISSUES REVIEWED? YES/NO: COMMENTS: N/A
ANY ADDITIONAL COMMENTS:
→ APPROVED BY CITY COMPTROLLER? YES/NO CITY COMPTROLLER SIGNATURE: _____ DATE: 8/19/26 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 D: FOR REVIEW BY CORPORATION COUNSEL
→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO CORPORATION COUNSEL SIGNATURE: _____ DATE: 8/19/26
DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING: ~~Sept 10, 2026 Work Session~~ Sept 14, 2026 Council Meeting

City of Newburgh

GRANT APPLICATION FORM

SECTION C: FOR REVIEW BY CITY MANAGER

→ **APPROVED BY CITY MANAGER? YES/NO**

CITY MANAGER SIGNATURE: _____

DATE: 8-20-26

NEW YORK STATE | Division of Criminal Justice Services

Request for Applications (RFA)

Law Enforcement Technology (LETech)
2026-2027

Kathy Hochul, Governor

Rossana Rosado, Commissioner

Key Dates and Notices

RFA Release Date	**Monday, July 6, 2026**
Application Due Date	**Wednesday, September 2, 2026, at 12:00 p.m. (noon) EST**
Estimated Total Program Funding	**Up to $75,000,000**
Award Ceiling	**See table with funding maximums**
Anticipated Number of Awards	**Approximately 500**
Deadline for Final Submission of Questions	**Friday, July 31, 2026**
Response to Questions Posted	**On or about Wednesday, August 5, 2026**
Notification of Award(s)	**On or about Wednesday, September 30, 2026**
Anticipated Contract Start Date	**Friday, January 1, 2027**

Law Enforcement Technology (LETech)

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- A - DCJS Grants Management System (GMS) Instructions and Helpful Hints
- B - Best Practices for Preparing an Effective Grant Application
- C - LETech Banding and Eligibility

REQUIRED ATTACHMENT:

- Grantee Attestation Form

I. INTRODUCTION AND GENERAL INFORMATION

The New York State Division of Criminal Justice Services (DCJS) enhances public safety by providing resources and services that inform decision making and improve the quality of the criminal justice system. DCJS is a multi-function criminal justice support agency with a variety of responsibilities, including collection and analysis of statewide crime data; operation of the DNA databank and criminal fingerprint files; administration of federal and state criminal justice funds; and the identification and funding of programs that reduce crime, recidivism, and victimization.

DCJS is committed to providing programs that help keep New York's communities safe and improve the effectiveness of the state's criminal justice systems. Applications will be selected for funding consistent with the best interest of the state.

DCJS seeks applications from municipal law enforcement agencies to fund law enforcement technologies (LETech) and applicable software/equipment – such as license plate readers, mobile and fixed surveillance cameras, unmanned vehicles, gunshot detection devices, smart equipment for patrol vehicles and officers, technology or software and other kinds of public safety equipment – to help our law enforcement partners in their efforts to support safe and thriving communities. Additionally, DCJS recommends that applicants consider prioritizing equipment that supports local collaboration and communication between law enforcement agencies and their governmental and non-profit and community based organizations with a view to supporting holistic local responses to safety issues. Community-focused patrol supportive equipment or case management support systems, as well as integrated evidence management systems could be considered.

Applicants are encouraged to demonstrate in their response how their proposed equipment use supports the prevention and solving of crimes, particularly violent crimes by firearms and crimes of community concern (e.g., motor vehicle thefts), as well as serving as an integrated part of an agency's problem-solving and community-engagement strategy, helping to increase public trust and communication.

Approximately $75,000,000 (seventy-five million dollars) is expected to be made available to fund LETech and applicable equipment/software for local law enforcement agencies outside of New York City.

Please Note:

1. Applications must be received by the submission deadline on-line via the DCJS Grants Management System (GMS). **Applicants who are not registered to access GMS will need to obtain user access to respond to this Solicitation.**

    - Please See Appendix: DCJS Grants Management System (GMS) Instructions and Helpful Hints.

2. Questions regarding this RFA must be emailed to dcjsfunding@dcjs.ny.gov. Responses to the questions will be posted on the DCJS website. If the applicant has any general questions such as, "Did DCJS receive my e-mail?" please call (518) 457-9787. Please note that DCJS cannot answer substantive questions concerning this solicitation in any manner other than the e-mail

method. Applicants are encouraged to submit their questions to DCJS as soon as possible prior to the deadline.

3. Applicants will be advised of award decisions via a letter of notification, which will be emailed to the address provided by the applicant in GMS. Where applicable, applicants not receiving an award will receive notification via email to the contact email provided in GMS. A debriefing is available to any entity that applied to this solicitation who is not successful in receiving an award. (See Section: Notification of Awards.)

4. Unless otherwise modified by DCJS, the contract period for this grant opportunity will be for a twenty-four (24) month period.

II. PROCUREMENT REQUIREMENTS – GUIDELINES – VENDOR SELECTION

Procurement Guidelines:

Please ensure that the proper procurement guidelines are followed when procuring vendors. It is necessary to ensure that all documentation about how a vendor(s) has been procured and justification for reasonableness of cost is maintained and can be provided to DCJS staff upon request. Please see retention requirements in the Records section. Failure to comply with procurement guidelines may result in disallowance of costs, voucher rejections, and/or termination of contract(s).

Please note, all vendors/subcontractors must have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or federal government to perform the services or work, as applicable. Units of local government should make procurement decisions in accordance with General Municipal Law Article 5-A and any other applicable regulations.

Competitive Bidding Procurement Process (must include):

- Open and fair solicitation of the opportunity to provide services.
- Information provided equally to all interested parties.
- Solicitation lists reasonable deadlines for interested applicants.
- A methodology for evaluating bids must be consistently applied to all applicants.
- A justification for which bid was selected must be recorded to justify the selection.
- Maintenance of a record of the competitive procurement process for audit purposes.

Any grantee who proposes to purchase from a vendor without competitive bidding, above the $20,000 threshold, or who believes they have a justification for not following the processes detailed above for purchases under $20,000, must obtain the prior written approval of DCJS in the form of an approved Single/Sole Source Authorization Form.

- The circumstances leading to the selection of the vendor/contractor, including the alternatives considered and the rationale for selecting the specific vendor/contractor, must be included in the single/sole source request. It must also include the method for determining the reasonableness of cost
- Proof of reasonableness of cost must be documented. An example of this would be to obtain price quotes from other vendors or contracts from the selected vendor within the past two years.
- Ensure selected vendor(s) are qualified (licensed and/or certified where applicable) consistent with New York State contractual requirements.
- Please note that the burden for justification falls on the grantee and approval is not guaranteed.

III. FUNDING, APPLICANT ELIGIBILITY, AND CONTRACT TERM

A. Funding

It is anticipated that approximately $75 million in capital funding will be made available to support this RFA. Based on agency reported sworn officer counts across New York State, agencies were placed in bands to determine funding caps. Please see Appendix C - LETech Banding and Eligibility. **Applicants should adhere to these funding caps in their applications**. All funding must support LETech program efforts that will be accomplished within the contract period. Funding under this program must supplement, not supplant, funds previously allocated by the applicant for the proposed program(s) or project(s). Supplanting occurs when an applicant reduces existing funds for an activity specifically because DCJS funding is available (or expected to be available) to fund that same activity. This is prohibited under this RFA.

B. Applicant Eligibility Requirements

Only local municipal police or sheriff's agencies in New York State, outside of New York City, employing sworn officers with police powers are eligible to submit applications. This includes city, town, village, or tribal police departments as well as county sheriff's offices.

Appendix C - LETech Banding and Eligibility includes a department list, in alphabetical order, with group designations. Applicants should use the assigned group designation to determine the maximum amount of funding that can be applied for by their agency. If you believe your agency meets the eligibility criteria for funding under this initiative but do not see your agency listed in Appendix C, please email Dcjs.sm.LEtechquestions@dcjs.ny.gov.

Projects that support collaboration and/or provide subawards to departments such as 911 Centers, County Emergency Management, Parking and Code Enforcement, or public safety departments, are

allowable.

Funding requests must be submitted in the Grants Management System (GMS) by the published deadline.

Awardees must have a State Financial Services (SFS) vendor ID registered with New York State or must have an SFS number by the time payment is issued.

If awarded through the LETech grant opportunity in January 2024, the 2024-25 LE Tech Expenditure Report must be submitted to the Dcjs.sm.LEtechquestions@dcjs.ny.gov mailbox prior to the execution of the 2026-2027 LETech contract.

Please note that all applicants must attest that they are in compliance with applicable provisions of section 170-k of the Executive Law, as added by Chapter 55 of the Laws of 2026, requiring local police agencies to prioritize local criminal enforcement activities and limit civil immigration enforcement efforts. No application will be considered should the applicant be determined to be operating a 287(g) agreement, or similar agreements, with the federal government which would support state and local resources being used for civil immigration enforcement purposes. Further, no data or information generated by technology or equipment procured with these funds shall be used for civil immigration enforcement purposes.

C. Contract Term

Grant award agreements (reimbursement-based contracts), unless otherwise modified by DCJS, will be for an initial term of 24 months starting January 1, 2027.

D. Availability and Approved Use of State Funds

All awards are subject to the availability of funds. Applicants should anticipate that awards under this initiative are one-time awards and should propose project activities and deliverables that can be accomplished without additional and/or subsequent funding.

Agencies receiving awards should plan for the continuation of the project, or continued use of the equipment, after grant funds are no longer available, including any training requirements or maintenance or subscription costs. This is a one-time award to support law enforcement technologies and applicable software/equipment, not for the continued maintenance of such.

For new programs or expansions of existing programs that have not previously received DCJS grant support for start-up implementation costs, specific one-time start-up costs may also be requested as part of the overall budget.

Indirect costs are not an allowable expense for governmental organizations.

Ineligible expenses include vehicles, firearms, tasers (i.e., conducted energy devices), cell phone applications, out of scope program expenses, and construction other than minimal renovation as justified by program design and preapproved by DCJS. As noted above, any equipment or projects supporting civil immigration enforcement are not allowable under this RFA.

E. Eligible Items for Consideration

Law enforcement agencies and departments are increasingly relying on emerging technologies to perform their duties and to enhance public safety. In their daily work, law enforcement agencies are also using technology to reduce the risk of injury and bodily harm to officers and the public. Through this RFA, law enforcement agencies may include in their budget a need for any of the following items:

- Acoustic Gunshot Detection Systems
- Unmanned Vehicles (UAVs, also known as “drones”)*
- Counter-Unmanned Aircraft Mitigation Systems
- 3-D Crime Scene Laser Scanner
- Handheld Scanners/Readers/Radios/Analyzers
- Software Technology Applications, Development and Deployment**
- Lifesaving Equipment (Trauma Kits, AEDs, etc.)
- Patrol Vehicle and Office Equipment (PC/Tablet, Scanners, Printer, etc.)
- Vehicle Mobilization Equipment
- Body Worn Equipment (Cameras, Vests)
- Traffic and Safety Equipment
- Lighting Systems
- Surveillance Cameras and Storage (Mobile/Fixed)***
- License Plate Readers (Mobile/Fixed)
- Other Equipment (specify)

* The grantee agency will adhere to any county or municipal procurement restrictions, as well as adhere to all current state and federal guidance as it relates to any of the specific equipment supported through this award. These restrictions include, but are not limited to, entities that appear on the OGS debarment list or the state’s Prohibited Entities List or which have been identified in the National Defense Authorization Act (NDAA) Section 889 - Prohibition on Contracting with Entities Using Certain Telecommunications and Video Surveillance Services or Equipment.

** Grantee agencies may apply for record or case management systems (RMS or CMS) or to cover costs associated with updated crime reporting modules within such systems (e.g., National Incident-Based Reporting System compliant data reporting). However, New York State DCJS is currently exploring a statewide RMS solution that would be made available to local law enforcement agencies, so agencies may wish to request different technological offerings under this solicitation.

***Local permission to install cameras and use vendors should be obtained prior to the purchase of equipment.

IV. Background Information and Funding Goal

Throughout New York and the United States, law enforcement agencies and departments are increasingly relying on emerging technologies to perform their duties and to enhance public safety, as well as to collect potentially useful evidence.

DCJS is committed to supporting innovation and forward-thinking approaches that have become synonymous with professional law enforcement activities in New York State. Complementing investment in areas such as Crime Analysis Centers and in evidence-based policing strategies backed by substantial state funding (e.g., Gun Involved Violence Elimination and Statewide Targeted

Reductions in Intimate Partner Violence), LETech is specifically designed to complement the sustained record funding of public safety initiatives by Governor Hochul.

> *"By investing critical funds for technology enhancements for police departments statewide, we're ensuring law enforcement has the tools they need to fight crime and protect every corner of the state".*
>
> Governor Kathy Hochul.

LETech is proving to be an important tool to assist broader law enforcement, problem-solving, and community engagement strategies within jurisdictions across the state and region.

This deployment of LETech is intended to help prevent and solve crimes, particularly violent crimes, and serve as an integrated part of a law enforcement agency's problem-solving and community-engagement strategy, helping to increase public trust and communication.

Reimbursement-based contracts will be awarded to each individual applicable department/agency that is selected for an award. Contracts will be executed between DCJS and individual award recipients in the Grants Management System (GMS).

Please note the maximum application amounts listed in the table in Appendix C. If the amount requested exceeds the amount listed in the table, DCJS reserves the right to decrease funding to match the maximum amount listed.

V. EVALUATION AND SELECTION OF APPLICATIONS

Tier I Evaluation – Threshold Pass/Fail

The Tier I Evaluation assesses whether applications satisfy minimum "pass/fail" criteria for funding. All applications will be initially screened by DCJS reviewers to determine their completeness using the following criteria:

- Application was received by the published deadline.
- Applicant is eligible as defined by this solicitation.
- Budget detail and justification provided in GMS Budget tab itemizing and justifying expenses in support of the program/project.
- All attachments and required documents.

Tier I Evaluation criteria will receive pass/fail ratings. Any application that does not meet each of these conditions may be subject to disqualification from further review. DCJS may, at their discretion, request additional information from an applicant as deemed necessary.

Tier II Evaluation – Evaluation and Scoring

Reviewers will evaluate applications that successfully pass the Tier I Evaluation. A standard rating tool will be used to score responses to questions provided in the application. (See *Questions* section for additional information).

The maximum application score based upon responses provided to the questions will be 100 points. Each response will be scored, and all scores will be totaled resulting in an overall score. The final score will be determined by averaging the reviewers' overall scores for each application. DCJS reserves the right to apply a minimum application score of 75 points to be eligible for funding.

Each application will be evaluated by a team of two separate reviewers. DCJS may, at its discretion, request additional information from an applicant as deemed necessary. An applicant's final score shall be the average of the two evaluators, unless the initial two scores are considered "disparate," which shall be defined as a point difference of fifteen or more points in total score. When the two initial scores are considered "disparate", a third evaluator will be assigned. When a third evaluator is assigned due to disparate scores, the two closest scores in numeric value will be added and averaged to obtain the final average score.

If the additional reviewer's score is equal to the average of the two original scores, the additional reviewer's score will become the final score. In the event of a tie score where both applicants cannot be selected, preference will be given to the application with the higher average score in the Project Plan.

Tier III Evaluation

The Tier III Evaluation assessments will be conducted by designated DCJS executive staff. During the Tier III Evaluation award amounts shall be determined through consideration of some or all the following: Tier I eligibility review, Tier II Evaluation scoring and comments, strategic priorities, available funding, and best overall value to New York State.

Final award decisions will be made by DCJS in accordance with the best interests of the State.

The DCJS Commissioner or designee will make the final decisions regarding approval and individual award amounts based on the quality of the submission, the recommendations of the reviewers, and the specific criteria set forth in this solicitation. Awards must be approved by the Division of the Budget and may also require Attorney General and Office of the State Comptroller approval. **All awards are subject to funding availability.**

VI. REQUEST FOR APPLICATION QUESTIONS

Applicants must respond to the sections/questions below within the DCJS Grants Management System (GMS). **Basic GMS instructions are located as an Appendix to this solicitation.** A full application manual is available here. Please prepare prospective responses in a Microsoft Word Document using Arial, 11-point font and 1.5 line spacing with a maximum page limit of 20 pages. The attestation page should also be uploaded as an attachment, as part of the application.

Responses should then be copied and pasted to GMS under the *Question*s module "tab" of the application. Applicants should also attach the Microsoft Word document with responses to these

questions using the *Attachments* module in GMS.

Responses to the following questions will be scored and are the basis for Tier II Evaluation funding recommendations. Note: The aggregate scoring value assigned to all questions equals a total possible score of 100 points.

A. Statement of Need (20 points)

Applicants must summarize the need for the proposed law enforcement technology items. Responses should include the following components:

- A brief overview of the applicant's requested law enforcement technology item(s) and how it will be used.

- Any relevant local or department level data (qualitative or quantitative) to describe and support the need for the proposed funding.

- Explanation for requesting funds. For example:

    - Did the applicant experience a loss of funding?
    - Is this a new or expanded initiative?
    - Does the department budget not cover requested items?
    - Is the proposal seeking to expand capacity through resources, training, etc.?
    - What public safety issues will this equipment help address?

B. Project Plan (30 points)

Applicants must describe their proposed project plan to effectively order, receive, and integrate law enforcement technology into their department. Applicants' response should include:

- A detailed overview of the proposed project, highlighting the below:

    - Explanation of how the proposed equipment supports issues described in Section A – Statement of Need.
    - Description of where the equipment will be used.
    - Timeline for equipment ordering, delivery/installation, and operation including any correlated training requirements.
        - Note: All items must be ordered, and training must occur within the contract period to be reimbursable.
    - State whether this is new equipment or replacing aging equipment.

- Goals/Objectives/Activities: A detailed description of the requested equipment components/activities including any specific goals, objectives, and deliverables.

- Resources/Partnerships: Other resources including collaborations or community partnerships that are needed for successful implementation of the project.

- Outcomes and Impact: A description of the anticipated outcomes and impact of the proposed project/initiative.

C. Implementation Plan (25 points)

Applicants must describe the steps that will be taken to integrate the proposed law enforcement technology items, including activities/deliverables, how funds will be used, project roles and responsibilities, and timeline. Responses should include:

- Implementation Steps: Steps to be taken to integrate equipment.

- Timeline: The proposed timeline to carry out the project plan.

- Leadership and Oversight: Who will be responsible for this project overall and who will be responsible for the individual steps, if different.

- Data Collection and Outcome Measurement: What data will be collected/tracked and how will impact be measured/demonstrated throughout the grant period.

- Potential Barriers and Mitigation Strategies: What potential issues may prevent successful implementation of the proposed project/initiative? Describe any anticipated mitigation strategies.

D. Operating Budget Detail and Justification (25 points)

Enter the operating budget directly into the Budget module "tab" of the GMS system. Prepare a line-item budget, including detailed justification, by appropriate category of expense (e.g., equipment.). Budgets should reflect total project costs for the contract period and be limited to allowable costs. Key considerations:

- If requesting a paid trainer, the cost should be listed in the budget category as "Consultant Services." Training materials should be listed under the "Supplies" budget category.

- Consultant Services: An applicant who proposes to obtain consultant services from a vendor without competitive bidding, shall obtain the prior written approval of the Deputy Commissioner of the Office of Program Development and Funding, or their designee. The request for approval shall be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable.

- Equipment requests must include an approximate number of units and itemized cost.

- Indirect Costs are not an allowable expense for governmental organizations.
- MWBE forms will be completed and collected when the application is selected for funding, and the contract is sent for review.
- Any requested subawards should be entered into the "All Other" category.

VII. NOTIFICATION OF AWARDS

Applicants approved for funding will be notified in writing by DCJS to the email address provided in GMS. The terms of the final contract agreement are subject to negotiation between DCJS and the grantee.

For those not receiving awards, notification will be sent to the email address provided in GMS.

A debriefing is available to any entity that applied to this solicitation and was not successful in receiving an award. Applicants will be accorded fair and equal treatment with respect to an opportunity for a debriefing. A debriefing shall be requested in writing by the unsuccessful applicant within 15 calendar days of being notified in writing by DCJS that the application was not selected for an award.

Pursuant to §163(9)(c) of the State Finance Law, any non-awarded applicant may request a debriefing regarding the reasons the application was not selected for award.

An unsuccessful applicant's written request for a debriefing must include specific questions that the applicant wishes to be addressed and must be submitted to DCJS via the funding mailbox at dcjsfunding@dcjs.ny.gov.The debriefing shall be scheduled to occur within 30 business days of receipt of written request by DCJS or as soon as feasible.

If DCJS and a successful award recipient cannot agree to contract terms within ninety days of notification of selection for award, DCJS reserves the right to rescind the award and redistribute the funds.

VIII. REPORTING REQUIREMENTS

Reporting requirements are provided below:

GMS Progress Reporting

- All grantees will be required to submit annual progress reports via GMS that describe annual performance and activities in support of the project work plan entered in GMS. These annual reports must be submitted until the final project report is completed.

Quarterly Fiscal Reports

- All grantees will be required to submit quarterly fiscal reports and claims for payment.

Reporting Due Dates:

Fiscal Claims for Payment are due to DCJS by the following dates:

Calendar Quarter	Report Due
July 1 – September 30	October 31
October 1 – December 31	January 31
January 1 – March 31	April 30
April 1 – June 30	July 31

IX. ADMINISTRATION OF CONTRACTS

DCJS will negotiate and develop a contract with each successful applicant. If DCJS and the successful applicant cannot agree to contract terms within ninety days of notification of selection for award DCJS reserves the right to rescind the award and redistribute the funds.

Contract Approval

A grant contract may be subject to approval by the NYS Office of the Attorney General (OAG) and the Office of the State Comptroller (OSC) before funding may be disbursed. For contracts subject to the approval of the Attorney General and the Comptroller of the State of New York, the Contract shall be of no force and effect until said approval has been received.

Contract Term

DCJS will enter into a contract period as noted in this solicitation. DCJS reserves the right to modify the contract term in the best interests of the State.

Contract Activities

All activities must have prior approval from DCJS and meet the guidelines established by the State of New York.

Contract Changes

Contracts resulting from this solicitation may be executed, increased, terminated, renewed, decreased, extended or amended or renegotiated at the discretion of the Commissioner of DCJS because of contractual performance, changes in project conditions, or in the best interest of New York State.

Records

The grantee shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the

calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the grantee within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the grantee shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

Liability

Nothing in the contract between DCJS and the grantee shall impose liability on the State of New York for injury or damages incurred during the performance of approved grant activities or caused by the use of equipment purchased with grant funds.

Payments

Payments to reimburse project expenses will be made pursuant to a schedule specified in the contract between the State of New York and the grant award recipient. Where applicable, performance-based expenses will be reimbursed in compliance with the contract milestone performance and costs budget and the project work plan. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website, or by email at epayments@osc.ny.us. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

- **To enroll in e-Payments:**

    1. Log in to the Vendor Self-Service Portal
    2. Select the "Enroll in e-Payments (Direct Deposit)" link
    3. Follow the prompts to complete your enrollment

    Don't have an account? Enroll in the Vendor Self-Service Portal

    Update or add additional bank accounts

See the section *Update or Add Locations* at Update Vendor Information and Access.

For assistance, email ePayments@osc.ny.us

Reports

The grantee shall submit all reports to DCJS in a format and time frame as specified in the contract. Progress reports shall include a description of the grantee's efforts undertaken during the reporting period and the current status of the project. The progress reports of the grantee's activities under this contract must be submitted electronically as directed by DCJS. Independent of any reporting schedule, all grantees will be required to inform DCJS of any program issues that are significantly impacting program performance. Any project funded under this solicitation must comply with the requirements established by DCJS. The grantee agrees to submit any other reports considered relevant by DCJS.

Performance Review

The grantee's performance in all areas mentioned above, in addition to the services contracted for, will be monitored periodically by DCJS and will take the form of site visits, program file review, written and telephone communication, and any other methods deemed necessary by DCJS to ascertain the quality and quantity of grantee activities.

Disposition of Allocations

DCJS reserves the right to reject applications, deny awards, or defer applications for future consideration based on insufficient information in the application, lack of accompanying documentation, the inappropriateness of the project proposed, an organizational history of unsuccessful projects of a similar nature, or a history of contract non-compliance.

Revocation of Funds

Funds awarded to an applicant who does not implement an approved project within 90 calendar days of the contract start date may be revoked and redistributed at the discretion of the Commissioner of the DCJS or his or her designee.

Encouraging Use of New York State Businesses in Contract Performance

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the State and the nation. In recognition of their economic activity and leadership in doing business in New York State, applicants for this solicitation are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract(s) resulting from this solicitation. Such partnering with New York State businesses may be as subcontractors, suppliers, protégés or other supporting roles. To assist in demonstrating commitment to the use of New York State businesses in the performance of the contract(s), all applicants must complete the form provided on the DCJS website entitled*: Encouraging Use of New York State Businesses in Contract Performance* and submit the completed form as an attachment to their application in GMS. There are no points attributable to this component of the application.

Use of Service-Disabled Veteran-owned Business Enterprises in Contract Performance

Article 17-B of the Executive Law enacted in 2014 acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at Division of Service-Disabled Veterans' Business Development

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged to the maximum extent practical and consistent with legal requirements of the State Finance Law and the Executive Law to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses consistent with current State law. Utilizing SDVOBs in State contracts will help create more private sector jobs, rebuild New York State's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its SDVOB partners. SDVOBs will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated public procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of SDVOBs by its contractors. The State, therefore, expects bidders/proposers to provide maximum assistance to SDVOBs in their contract performance. The potential participation by all kinds of SDVOBs will deliver great value to the State and its taxpayers.

Bidders/proposers can demonstrate their commitment to the use of SDVOBs by responding to the questions on the form located here and attach the completed form, along with your Application, to the NYS Division of Criminal Justice Services' Grants Management System (GMS). There are no points attributable to this component of the application.

Standard Contract Provisions

Any contracts negotiated as a result of this solicitation will be subject to the provisions of the State of New York Contract for Grants, including the State Standard Terms and Conditions, Agency Specific Terms and Conditions, Program Specific Terms and conditions, and other standard clauses for all New York State grant contracts with DCJS. Applicable contract appendices and attachments are available on the DCJS website.

Minority and Women-Owned Business Enterprises (M/WBE) and Equal Employment Opportunity (EEO) Requirements

DCJS recognizes its obligation under New York State Executive Law Article 15-A to promote opportunities for the participation of certified minority-and women-owned business

enterprises (M/WBEs), as well as the employment of minority group members and women in the performance of DCJS contracts.

Contracts in excess of $25,000 require grant recipients to document good faith efforts to provide meaningful participation by M/WBEs as subcontractors or suppliers in the performance of grant contracts, as well as the employment of minority group members and women.

Accordingly, applicants requesting in excess of $25,000 must be prepared to submit a Local Assistance M/WBE Subcontractor/Supplier Utilization Proposal Form (DCJS-3301), and a Local Assistance M/WBE NPS Discretionary Budget Determination Worksheet (DCJS-3309). For contracts in excess of $250,000 applicants must also submit an M/WBE Equal Employment Opportunity Staffing Plan (DCJS-3300). All forms are located on the DCJS website.

DCJS will review the submitted Local Assistance M/WBE Equal Employment Opportunity Staffing Plan, the Local Assistance M/WBE Subcontractor/Supplier Utilization Proposal Form, Local Assistance M/WBE NPS Discretionary Budget Determination Worksheet, and Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement and advise the applicant of DCJS' acceptance once an award determination is made. There are no points attributable to this component of the application.

Sexual Harassment Prevention Certification

As of January 1, 2019, bidders on procurements subject to competitive bidding in New York State, are required to submit a certification with every bid that states they have a policy addressing sexual harassment prevention and that they provide sexual harassment training to all employees on an annual basis. Pursuant to State Finance Law §139-l, bidders responding to a competitively bid Request for Applications (RFAs), must certify that by submission of their bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the Labor Law. Bidders that do not certify will not be considered for award; provided however, that if the bidder cannot make the certification, the bidder provides a signed statement with their bid detailing the reasons why the certification cannot be made.

In addition to requiring this certification for competitively bid RFAs, DCJS has included this requirement for all grantees receiving funds from DCJS. Grantees must provide certification that they have implemented a written policy addressing sexual harassment prevention in the workplace and that they provide annual sexual harassment prevention training to all of their employees.

Therefore, all applicants to this RFA must complete the certification provided on the DCJS website and submit the completed certification as an attachment to the application in GMS.

Gender-Based Violence and the Workplace Requirements

Under New York State Finance Law §139-m, all bidders submitting a bid for a New York

State contract must establish a policy addressing gender-based violence in the workplace and include required certification language set forth in State Finance Law § 139-m(1)(a) with their bid submission, where competitive bidding is required by law or where the State contracting entity has otherwise determined, in its discretion, to impose the requirement. Website:

- OSC Gender-Based Violence and the Workplace Law
- Office for the Prevention of Domestic Violence Gender-Based Violence in the Workplace Resources

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing gender-based violence and the workplace and has provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section 575 of the Executive Law.

X. APPLICATION SUBMISSION AND REQUIREMENTS

A. Specific Instructions

- Only one application can be submitted per organization. Applications must be submitted using the DCJS Grants Management System (GMS).

B. Grants Management System (GMS)

Applications must be submitted to DCJS using the Grants Management System (GMS). First time GMS users should download the GMS User Manual. If you need assistance with accessing and using GMS, please contact the DCJS Office of Program Development and Funding (OPDF) GMS Help Desk at (518) 457-9787. **The DCJS GMS Help Desk is available Monday through Friday between the hours of 8:00 am and 4:00 pm. Please be aware that there is no technical assistance available on weekends, or after 4:00 PM on weekdays.**

The following information is specific to this solicitation. For general guidance and GMS Helpful Hints see Appendix: *Grants Management System (GMS) Instructions and Helpful Hints.*

Submitting an Application in GMS

To submit a new application on GMS, log on to the system and click on "Project." Click the "New" button at the top of the project grid. This will take you to a screen that says "Select a Program Office." Using the drop-down box, find and select the particular name of program, **Law Enforcement Technology**. Click "Create Project." Your application will now be ready to complete.

Completing the Application

Applicants are encouraged to complete the GMS registration as well as the registration on the Statewide Financial System (SFS) early, where applicable, to avoid any concerns with these automated systems. GMS signatory registration **must** be complete prior to the submission of an application.

Each application will consist of the following components that must be completed using GMS:

- Participant name(s).
- Contact information for all participating agencies per application.
- Program specific questions.
- Project budget.
- N/A should be entered for the Work Plan
- Any required attachments.

When all the above requirements and GMS application components are completed, click the "***Submit***" button. GMS will review the application for completeness. If any fields are missing, a report will display what remains to be completed. Once all fields are complete and you submit successfully, GMS will display a screen that says "*Your application has been submitted*."

XI. APPLICATION CHECKLIST

- All Applicants: Complete all DCJS Grants Management System (GMS) Registration Requirements – See Appendix – *DCJS Grants Management System (GMS) Instructions and Helpful Hints*.
- Complete all necessary contractual requirements as described in Section: *Administration of Contracts.*
- Answer Program Narrative Questions in *QUESTIONS* TAB in GMS and also attach the answers on a Word Document to GMS.
- Complete BUDGET TAB on GMS by entering the line-item Operating Budget, including a detailed justification.
- N/A should be entered for the Workplan TAB.

Appendix A:
DCJS GRANTS MANAGEMENT SYSTEM (GMS) INSTRUCTIONS AND HELPFUL HINTS

GMS Helpful Hints: See Application for additional specific GMS directions.

First time GMS users should download the GMS Application Manual **here**
Persons familiar with GMS can use the following simplified guidelines:

Getting Started: Sign on to GMS.

Click “Project” to go to project grid. Click the “New” button at the top of the project grid. This will take you to a screen that says “Select a Program Office” in a drop-down box format. Find and highlight “Name of funding program,” then click “Create Project.”

This begins your application. You may work on the application, save and return to it at a later time, except as noted below. ***Note that GMS will time out after 30 minutes of inactivity***. That means that you should save your work frequently. Each save re-sets the timer.

In the newly created project complete the following Tabs which are listed across the top of the screen:

General - Complete the text screens and press save.

Participants/Contacts - Complete the text screens and press save.

Click on "Add Participant" and in the search prompt that appears type in your agency name. This should take you to a list, find your agency, and click in the blue section of your agency name. This will prompt a drop-down list that defaults to "Grantee." Click “Add.” If there will be a separate Implementing Agency, repeat the process, choosing "Implementing Agency" as the Participant Type. In the event your agency is not listed, click the "New" button to add your agency to our database. Please complete all required information on the screen, including the Employer Identification Number (EIN) before you SAVE the entry. GMS will only allow one attempt then locks the entry to edits. Should you still need additional information added to the Participant record, please call GMS Help at (518) 457-9787.

Scroll to the bottom of the screen to add contact information. Click on "Add Contact" and in the search prompt that appears type in the last name of the person to be added. This should take you to a list. Find the person to be added and click in the blue section of the name. This will prompt a drop-down list that defaults to "Primary." Ensure you do this until you have added a minimum of three contacts: Primary, Signatory and Fiscal. If the contact you are attempting to add does not appear in a search, click the "New Contact" button to add the contact to our database.

Note: If the signatory you attempt to add is not eSignature registered, you will get

an error message and will not be allowed to add that person at that time. You will NOT be able to submit the application without a signatory attached. Please refer **here** to add a signatory for your agency.

Budget - See RFA for additional specific instructions.

Work Plan – A work plan does not need to be entered for this RFA. However, GMS will still require something to be entered in the GMS Work Plan Tab. Please enter "TBD" in the Project Goal, Objectives, Tasks and Performance Measures.

- ✓ Fill in the "Project Goal" with TBD in text box and click "Save."
- ✓ Click "Create New Objective" and fill in "TBD" in the text box and click "Save."
- ✓ Click "Add Task to this Objective" and fill in "TBD" the text box and click "Save."
- ✓ Click "Add Performance Measure to this Task" and fill in "TBD" the text box and click "Save."

Questions-

Answer all required project narrative and budget information questions.

Hint: Answers should be developed in Word. GMS will time out after 30 minutes and unsaved material will be lost. Cutting and pasting from a Word document will prevent the loss of any work.

Attachments –

Click on "Attachment," and upload the required attachments for this solicitation. Note: Follow the instructions in the GMS User's Manual for Attachments; also, see screen instructions for accepted file types and advice on file names.

Remember: Failure to submit required documents will be considered the same as failure to meet the deadline for application submission. This may result in a non-award due to the application being untimely.

When all requirements are completed, click the "Submit" button. If any fields are missing, a report will display what remains to be completed. Once all fields are complete and the application is submitted, GMS will display a screen that says, "*Your application has been submitted*." In addition, GMS will send an email notification to the Signatory official listed on the application to make him or her aware that an application has been submitted on your jurisdiction's or organization's behalf.

Please note, this only indicates that your application has met the minimum system requirements. It does not guarantee that all required documents have been included or are complete/sufficient.

Appendix B:
BEST PRACTICES FOR PREPARING AN EFFECTIVE GRANT APPLICATION

What to do when you have received the Request for Applications (RFA):

It is important to start early in preparing your application, highlighting deadlines and/or tasks that must be completed as part of the application process.
Review all plans, strategies, policies and documents related to the grant you are applying for to ensure you can appropriately address the goals and objectives pertaining to the nature of the grant opportunity.

What to do when you are completing the application:

Ensure that the proposed budget is realistic, reasonable, and articulate how your budget will address the objectives of the grant opportunity.

Review and evaluate the scoring criteria. Pay close attention to the sections that are weighted the most first as they have a greater impact on your overall score.

What to do prior to submitting your application:

Make sure that you have completed all the required sections of the application and attached all the required documents in GMS. Applicants are strongly recommended to share their completed applications with a colleague to ensure that the application is clearly written, complete, and addresses all the objectives of the grant opportunity.

Appendix C:
LETech BANDING and ELIGIBILITY
(Agencies are listed in alphabetical order)

Funding Bands		Eligible Agencies		2026 Maximum Allowable Request ("Apply for up to...")
Group Name	Group Parameters (FTE Sworn Officers)	Total # Eligible Agencies	Total # FTE Sworn Officers	
Group 1	0.5-10	169	959	$100,000
Group 2	11-35	195	3,884	$125,000
Group 3	36-75	76	3,942	$250,000
Group 4	76-150	33	3,415	$500,000
Group 5	151-500	17	3,743	$1,000,000
Group 6	501-1000	3	2,032	$3,000,000
Group 7	1,001+	2	5,272	$6,000,000
TOTAL		**495**	**23,246**	

Agency Name	Funding Eligibility Level
Adams Village PD	1
Addison Village PD	1
Afton Village PD	1
Akron Village PD	2
Albany City PD	5
Albany County Sheriff	4
Albion Village PD	2
Alexandria Bay Village PD	1
Alfred Village PD	1
Allegany County Sheriff	2
Allegany Village PD	1
Altamont Village PD	1
Amherst Town PD	5
Amityville Village PD	2
Amsterdam City PD	3
Bath Village PD	2
Beacon City PD	2
Bedford Town PD	3
Belmont Village PD	1
Bethlehem Town PD	3
Binghamton City PD	4
Black River Village PD	1
Blasdell Village PD	2
Blooming Grove Town PD	2
Bolivar Village PD	1
Bolton Town PD	1
Boonville Village PD	1
Brant Town PD	1
Brewster Village PD	2
Briarcliff Manor Village PD	2
Brighton Town PD	3
Brockport Village PD	2
Bronxville Village PD	2
Brookville Village PD	2
Broome County Sheriff	4
Brownville Village PD	1
Buchanan Village PD	1
Buffalo City PD	6
Cairo Town PD	1
Caledonia Village PD	1
Cambridge-Greenwich Village PD	1
Camden Village PD	1
Camillus Town and Village PD	2
Canajoharie Village PD	1
Canandaigua City PD	2
Canastota Village PD	2
Candor Village PD	1
Canisteo Village PD	1
Canton Village PD	1
Cape Vincent Village PD	1
Carmel Town PD	3
Carroll Town PD	1
Carthage Village PD	1
Catskill Village PD	2
Cattaraugus County Sheriff	4
Cattaraugus Village PD	1
Cayuga County Sheriff	3
Cayuga Heights Village PD	1

Agency Name	Funding Eligibility Level
Andover Village PD	1
Angelica Village PD	1
Antwerp Village PD	1
Arcade Village PD	1
Ardsley Village PD	2
Asharoken Village PD	1
Athens Village PD	1
Attica Village PD	1
Auburn City PD	3
Avon Village PD	1
Bainbridge Village PD	1
Baldwinsville Village PD	2
Ballston Spa Village PD	2
Barker Village PD	1
Batavia City PD	3
Clarkstown Town PD	5
Clayton Village PD	1
Clifton Springs Village PD	1
Clinton County Sheriff	2
Clyde Village PD	1
Cobleskill Village PD	1
Coeymans Town PD	1
Cohocton Town PD	1
Cohoes City PD	2
Colchester Town PD	1
Cold Spring Village PD	1
Colonie Town PD	4
Columbia County Sheriff	3
Cooperstown Village PD	1
Corfu Village PD	1
Corning City PD	2
Cornwall Town PD	2
Cornwall-on-Hudson Village PD	1
Cortland City PD	3
Cortland County Sheriff	3
Coxsackie Village PD	1
Crawford Town PD	2
Croton-On-Hudson Village PD	2
Cuba Town PD	2
Dansville Village PD	1
Deerpark Town PD	2
Delaware County Sheriff	2
Delhi Village PD	2
Depew Village PD	2
DeWitt Town PD	3
Dexter Village PD	1
Dobbs Ferry Village PD	2
Dolgeville Village PD	1
Dryden Village PD	1
Dunkirk City PD	2
Durham Town PD	1
Dutchess County Sheriff	4
East Aurora-Town Of Aurora PD	2
East Fishkill Town PD	2
East Greenbush Town PD	2
East Hampton Town PD	3
East Hampton Village PD	2
East Rochester Village PD	2

Agency Name	Funding Eligibility Level
Cazenovia Village PD	1
Central Square Village PD	2
Centre Island Village PD	1
Chatham Village PD	1
Chautauqua County Sheriff	4
Cheektowaga Town PD	4
Chemung County Sheriff	3
Chenango County Sheriff	2
Chester Town PD	2
Chester Village PD	2
Chittenango Village PD	2
Cicero Town PD	2
Evans Town PD	2
Fairport Village PD	1
Fallsburg Town PD	2
Fishkill Town PD	2
Fishkill Village PD	2
Floral Park Village PD	2
Florida Village PD	1
Fort Edward Village PD	1
Fort Plain Village PD	1
Frankfort Town PD	2
Frankfort Village PD	1
Franklin County Sheriff	1
Franklinville Village PD	1
Fredonia Village PD	2
Freeport Village PD	4
Friendship Town PD	1
Fulton City PD	2
Fulton County Sheriff	2
Garden City Village PD	3
Gates Town PD	3
Geddes Town PD	2
Genesee County Sheriff	3
Geneseo Village PD	1
Geneva City PD	2
Glen Cove City PD	3
Glen Park Village PD	1
Glens Falls City PD	2
Glenville Town PD	2
Gloversville City PD	2
Goshen Town PD	2
Goshen Village PD	2
Gouverneur Village PD	1
Gowanda Village PD	1
Grand Island Town PD	2
Granville Village PD	1
Great Neck Estates Village PD	2
Greece Town PD	4
Green Island Village PD	2
Greenburgh Town PD	4
Greene County Sheriff	3
Greene Village PD	1
Greenport Town PD	1
Greenwood Lake Village PD	2
Groton Village PD	1
Guilderland Town PD	3
Hamburg Town PD	3
Hamburg Village PD	2
Hamilton County Sheriff	1
Hamilton Village PD	1
Hammondsport Village PD	1
Hancock Village PD	1
Harriman Village PD	1
Harrison Town PD	3

Agency Name	Funding Eligibility Level
Eastchester Town PD	3
Eden Town PD	2
Ellenville Village PD	2
Ellicott Town PD	2
Ellicottville Town PD	2
Elmira City PD	3
Elmira Heights Village PD	2
Elmira Town PD	1
Elmsford Village PD	2
Endicott Village PD	3
Erie County Sheriff	5
Essex County Sheriff	2
Head-of-the-Harbor Village PD	2
Hempstead Village PD	4
Herkimer County Sheriff	2
Herkimer Village PD	2
Highland Falls Village PD	2
Highlands Town PD	1
Holley Village PD	1
Homer Village PD	2
Hoosick Falls Village PD	2
Hornell City PD	2
Horseheads Village PD	2
Hudson City PD	2
Hudson Falls Village PD	2
Hunter Town PD	1
Huntington Bay Village PD	1
Hyde Park Town PD	2
Ilion Village PD	2
Independence Town PD	1
Inlet Town PD	1
Interlaken Village PD	1
Irondequoit Town PD	3
Irvington Village PD	2
Ithaca City PD	3
Jamestown City PD	3
Jefferson County Sheriff	3
Johnson City Village PD	3
Johnstown City PD	2
Jordan Village PD	1
Kenmore Village PD	2
Kensington Village PD	1
Kent Town PD	2
Kings Point Village PD	2
Kingston City PD	3
Kirkland Town PD	1
Lackawanna City PD	3
Lake Placid Village PD	2
Lake Success Village PD	2
Lakewood-Busti PD	2
Lancaster Town PD	3
Larchmont Village PD	2
LeRoy Village PD	2
Lewis County Sheriff	2
Lewisboro Town PD	2
Lewiston Town PD	2
Liberty Village PD	2
Little Falls City PD	2
Liverpool Village PD	1
Livingston County Sheriff	4
Lloyd Harbor Village PD	2
Lloyd Town PD	2
Lockport City PD	3
Long Beach City PD	3
Lowville Village PD	1

Agency Name	Funding Eligibility Level
Hastings-on-Hudson Village PD	2
Haverstraw Town PD	3
Lyndonville Village PD	1
Macedon Town and Village PD	1
Madison County Sheriff	3
Malone Village PD	2
Malverne Village PD	2
Mamaroneck Town PD	3
Mamaroneck Village PD	3
Manchester Village PD	1
Manlius Town PD	3
Marcellus Village PD	2
Marlborough Town PD	2
Massena Village PD	2
Maybrook Village PD	2
Mechanicville City PD	2
Medina Village PD	1
Menands Village PD	2
Middleport Village PD	1
Middletown City PD	3
Millbrook Village PD	1
Millerton Village PD	1
Mohawk Village PD	1
Monroe County Sheriff	5
Monroe Village PD	2
Montgomery County Sheriff	3
Montgomery Town PD	2
Montgomery Village PD	2
Monticello Village PD	2
Moravia Village PD	1
Moriah Town PD	1
Mount Hope Town PD	1
Mount Morris Village PD	1
Mount Pleasant Town PD	3
Mount Vernon City PD	5
Muttontown Village PD	2
Nassau County PD	7
Nassau Village PD	1
New Berlin Town PD	1
New Castle Town PD	3
New Hartford Town and Village PD	2
New Paltz Town and Village PD	2
New Rochelle City PD	5
New Windsor Town PD	3
New York Mills Village PD	1
Newark Village PD	2
Newburgh City PD	3
Newburgh Town PD	3
Niagara County Sheriff	4
Niagara Falls City PD	4
Niagara Town PD	2
Niskayuna Town PD	2
Nissequogue Village PD	2
Norfolk Town PD	1
North Castle Town PD	2

Agency Name	Funding Eligibility Level
Lynbrook Village PD	3
North Greenbush Town PD	2
North Hornell Village PD	1
North Salem Town PD	1
North Syracuse Village PD	2
North Tonawanda City PD	3
Northport Village PD	2
Northville Village PD	1
Norwich City PD	2
Norwood Village PD	1
Nunda Town and Village PD	1
Ocean Beach Village PD	2
Ogden Town PD	2
Ogdensburg City PD	2
Old Brookville Village PD	2
Old Westbury Village PD	2
Olean City PD	2
Olive Town PD	1
Oneida City PD	2
Oneida County Sheriff	5
Oneida Indian Nation Police	2
Oneonta City PD	2
Onondaga County Park Rangers	2
Onondaga County Sheriff	5
Ontario County Sheriff	4
Orange County Sheriff	5
Orangetown Town PD	4
Orchard Park Town PD	3
Oriskany Village PD	1
Orleans County Sheriff	2
Ossining Village PD	3
Oswego City PD	3
Oswego County Sheriff	4
Otsego County Sheriff	2
Owego Village PD	2
Oxford Village PD	1
Oyster Bay Cove Village PD	2
Painted Post Village PD	1
Palmyra Village PD	1
Peekskill City PD	3
Pelham Manor Village PD	2
Pelham Village PD	2
Penn Yan Village PD	2
Perry Village PD	2
Phelps Village Pd	1
Philadelphia Village PD	1
Philmont Village PD	1
Phoenix Village PD	1
Piermont Village PD	2
Pine Plains Town PD	1
Plattekill Town PD	1
Plattsburgh City PD	3
Pleasantville Village PD	2
Port Byron Village PD	1
Port Chester Village PD	3

Agency Name	Funding Eligibility Level
North Collins Village Police	1
Port Jervis City PD	2
Port Washington Police District	3
Portville Village PD	1
Potsdam Village PD	2
Poughkeepsie City PD	4
Poughkeepsie Town PD	4
Pound Ridge Town PD	2
Pulaski Village PD	1
Putnam County Sheriff	4
Quogue Village PD	2
Ramapo Town PD	4
Red Hook Village PD	1
Rensselaer City PD	2
Rensselaer County Sheriff	3
Rhinebeck Village PD	1
Riverhead Town PD	4
Rochester City PD	6
Rockland County Sheriff	4
Rockville Centre Village PD	3
Rome City PD	4
Rosendale Town PD	1
Rotterdam Town PD	3
Rye Brook Village PD	2
Rye City PD	2
Sackets Harbor Village PD	1
Sag Harbor Village PD	2
Saint Regis Mohawk Tribal Police	2
Salamanca City PD	2
Sands Point Village PD	2
Saranac Lake Village PD	2
Saratoga County Sheriff	5
Saratoga Springs City PD	4
Saugerties Town PD	2
Scarsdale Village PD	3
Schenectady City PD	5
Schenectady County Sheriff	3
Schodack Town PD	2
Schoharie County Sheriff	2
Schoharie Village PD	1
Schuyler County Sheriff	2
Scotia Village PD	2
Seneca County Sheriff	3
Seneca Falls Town PD	2
Shandaken Town PD	1
Shawangunk Town PD	1
Shelter Island Town PD	2
Sherburne Village PD	1
Sherrill City PD	1
Sidney Village PD	1
Skaneateles Village PD	1
Sleepy Hollow Village PD	2
Sodus Point Village PD	1
Sodus Village PD	1
Solvay Village PD	2
Somers Town PD	1
Webb Town PD	1
Webster Town and Village PD	3
Weedsport Village PD	1
Wellsville Village PD	2
West Carthage Village PD	1
West Seneca Town PD	3
Westchester Co Dept Pub Safety	5
Westfield Village PD	1
Westhampton Beach Village PD	2

Agency Name	Funding Eligibility Level
Port Dickinson Village PD	1
Somerset Town PD	1
South Glens Falls Village PD	1
South Nyack-Grand View PD	1
Southampton Town PD	4
Southampton Village PD	2
Southold Town PD	3
Spring Valley Village PD	3
Springville Village PD	1
St Johnsville Village PD	1
St Lawrence County Sheriff	3
Steuben County Sheriff	3
Stillwater Town PD	1
Stockport Town PD	1
Stony Point Town PD	2
Suffern Village PD	2
Suffolk County PD	7
Suffolk County Sheriff	5
Sullivan County Sheriff	3
Syracuse City PD	5
Tarrytown Village PD	2
Theresa Village PD	1
Ticonderoga Town PD	2
Tioga County Sheriff	2
Tompkins County Sheriff	3
Tonawanda City PD	2
Tonawanda Town PD	4
Troy City PD	4
Trumansburg Village PD	1
Tuckahoe Village PD	2
Tupper Lake Village PD	1
Tuxedo Park Village PD	2
Tuxedo Town PD	2
Ulster County Sheriff	4
Ulster Town PD	2
Utica City PD	5
Vernon Village PD	1
Vestal Town PD	3
Walden Village PD	2
Wallkill Town PD	3
Walton Village PD	2
Wappingers Falls Village PD	2
Warren County Sheriff	4
Warsaw Village PD	1
Warwick Town PD	3
Washington County Sheriff	3
Washingtonville Village PD	2
Waterford Town and Village PD	1
Waterloo Village PD	2
Watertown City PD	3
Watervliet City PD	2
Watkins Glen Village PD	1
Waverly Village PD	2
Wayland Village PD	1
Wayne County Sheriff	4
White Plains City PD	5
Whitehall Village PD	1
Whitesboro Village PD	1
Whitestown Town PD	2
Willing Town PD	1
Windham Town PD	1
Wolcott Village Pd	1
Woodbury Town PD	2
Woodridge Village PD	1
Woodstock Town PD	2

Agency Name	Funding Eligibility Level
Wyoming County Sheriff	**2**
Yates County Sheriff	**2**
Yonkers City PD	**6**
Yorktown Town PD	**3**
Yorkville Village PD	**2**
Youngstown Village PD	**1**

CITY OF NEWBURGH POLICE DEPARTMENT

BWC & AI Assistant Upgrade — September 2026 Savings

5-Year Renewal | Body Worn Cameras & AI Assistant Upgrade | Effective Start Date: September 1, 2027

COST COMPARISON

Base List Price, 5-Year Term (pre-discount)	$1,018,356.64
2026 Bundle Discount	− $268,240.94
2026 Contract Price (Body Worn Cameras + AI Assistant Upgrade)	**$750,115.70**
September 2026 Early-Signing Discount	− $52,508.10
Net Price if Signed September 2026	**$697,607.60**
Projected Price if Delayed to 2027 (loses bundle discount + min. 4% increase)	+ $40,734.27
Total Price if Signed in 2027	**$1,059,090.91**

TOTAL SAVINGS BY SIGNING IN SEPTEMBER 2026

$361,483.31

Difference between the September 2026 contract price ($697,607.60) and the projected 2027 price ($1,059,090.91).

WHY ACT NOW

The 2026 bundle discount of $268,240.94 and the additional September early-signing discount of $52,508.10 are only available if the contract is executed in September 2026, even though service does not begin until September 1, 2027. If the City waits until 2027, both discounts are lost and pricing resets from the undiscounted base with a minimum 4% inflation increase — vendor pricing indicates the actual increase could be higher.

Prepared for City Council review — September 2026 vote requested to secure pricing ahead of the 9/1/2027 contract start.

RESOLUTION NO.: _____ - 2026

OF

_____, 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 $697,030.92

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.

DRAFT

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-869180-46258AT

Issued: 08/24/2026

Quote Expiration: 09/30/2026

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	$697,030.92
ESTIMATED TOTAL W/ TAX	$697,030.92

Discount Summary

Average Savings Per Year	$64,265.14
TOTAL SAVINGS	$321,325.72

Payment Summary

Date	Subtotal	Tax	Total
Aug 2027	$168,844.80	$0.00	$168,844.80
Aug 2028	$132,046.53	$0.00	$132,046.53
Aug 2029	$132,046.53	$0.00	$132,046.53
Aug 2030	$132,046.53	$0.00	$132,046.53
Aug 2031	$132,046.53	$0.00	$132,046.53
Total	**$697,030.92**	**$0.00**	**$697,030.92**

Quote Unbundled Price:	**$1,115,495.20**
Quote List Price:	**$926,999.20**
Quote Subtotal:	**$697,030.92**

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	77	60	$143.71	$102.91	$95.71	$442,180.20	$0.00	$442,180.20
A la Carte Hardware									
HWCNAB4	Axon Body 4 Connected Hardware Bundle	77			$2,098.00	$392.76	$30,242.67	$0.00	$30,242.67
H00002	Axon Body 4 Multi-Bay Dock Bundle	10			$3,277.80	$655.56	$6,555.60	$0.00	$6,555.60
A la Carte Software									
73682	Axon Evidence - Auto Tagging License	77	60		$10.85	$10.09	$46,618.11	$0.00	$46,618.11
73478	Axon Evidence - Redaction Assistant User License	77	60		$10.85	$10.09	$46,618.11	$0.00	$46,618.11
102011	Axon AI Assistant	77	60		$32.55	$27.02	$124,816.23	$0.00	$124,816.23
A la Carte Services									
99901	Axon Accelerate Conference Registration	4	1		$899.00	$0.00	$0.00	$0.00	$0.00
79999	Axon Evidence - Implementation for Auto Tagging/Performance	1	1		$3,000.00	$0.00	$0.00	$0.00	$0.00
Total							**$697,030.92**	**$0.00**	**$697,030.92**

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	2	1	08/01/2027
Axon Body 4 Connected Hardware Bundle	100147	Axon Body 4 - Camera - First Responder Black Rapidlock US	31	1	08/01/2027
Axon Body 4 Connected Hardware Bundle	100147	Axon Body 4 - Camera - First Responder Black Rapidlock US	46	1	08/01/2027
Axon Body 4 Connected Hardware Bundle	100466	Axon Body 4 - Cable - USB-C to USB-C	85	1	08/01/2027
Axon Body 4 Connected Hardware Bundle	100775	Axon Body 4 - Magnetic Disconnect Cable	85	1	08/01/2027
Axon Body 4 Connected Hardware Bundle	74028	Axon Body - Mount - Wing Clip Rapidlock	85	1	08/01/2027
Axon Body 4 Multi-Bay Dock Bundle	100206	Axon Body 4 - Dock - Eight-Bay	4	1	08/01/2027
Axon Body 4 Multi-Bay Dock Bundle	100206	Axon Body 4 - Dock - Eight-Bay	6	1	08/01/2027
Axon Body 4 Multi-Bay Dock Bundle	70033	Axon Body - Dock Wall Mount - Bracket Assembly	6	1	08/01/2027
Axon Body 4 Multi-Bay Dock Bundle	70033	Axon Body - Dock Wall Mount - Bracket Assembly	4	1	08/01/2027
Axon Body 4 Multi-Bay Dock Bundle	71019	Axon Body - Dock Powercord - North America	10	1	08/01/2027
Body Worn Camera Unlimited with TAP Bundle	73309	Axon Body - TAP Refresh 1 - Camera	79	1	02/01/2030
Body Worn Camera Unlimited with TAP Bundle	73689	Axon Body - TAP Refresh 1 - Dock Multi-Bay	10	1	02/01/2030
Body Worn Camera Unlimited with TAP Bundle	73310	Axon Body - TAP Refresh 2 - Camera	79	1	08/01/2032
Body Worn Camera Unlimited with TAP Bundle	73688	Axon Body - TAP Refresh 2 - Dock Multi-Bay	10	1	08/01/2032

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	77	09/01/2027	08/31/2032
Body Worn Camera Unlimited with TAP Bundle	73746	Axon Evidence - ECOM License - Pro	77	09/01/2027	08/31/2032
A la Carte	102011	Axon AI Assistant	77	09/01/2027	08/31/2032
A la Carte	73478	Axon Evidence - Redaction Assistant User License	77	09/01/2027	08/31/2032
A la Carte	73682	Axon Evidence - Auto Tagging License	77	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	77	08/01/2028	08/31/2032
Body Worn Camera Unlimited with TAP Bundle	80464	Axon Body - TAP Warranty - Camera	2	08/01/2028	08/31/2032
Body Worn Camera Unlimited with TAP Bundle	80465	Axon Body - TAP Warranty - Multi-Bay Dock	10	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	77	$24,963.25	$0.00	$24,963.25
Annual Payment 1	73478	Axon Evidence - Redaction Assistant User License	77	$9,323.62	$0.00	$9,323.62
Annual Payment 1	73682	Axon Evidence - Auto Tagging License	77	$9,323.62	$0.00	$9,323.62
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	BWCUwTAP	Body Worn Camera Unlimited with TAP Bundle	77	$88,436.04	$0.00	$88,436.04
Annual Payment 1	H00002	Axon Body 4 Multi-Bay Dock Bundle	10	$6,555.60	$0.00	$6,555.60
Annual Payment 1	H00002	Axon Body 4 Multi-Bay Dock Bundle	10	$0.00	$0.00	$0.00
Annual Payment 1	HWCNAB4	Axon Body 4 Connected Hardware Bundle	77	$30,242.67	$0.00	$30,242.67
Annual Payment 1	HWCNAB4	Axon Body 4 Connected Hardware Bundle	77	$0.00	$0.00	$0.00
Total				**$168,844.80**	**$0.00**	**$168,844.80**

Aug 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	102011	Axon AI Assistant	77	$24,963.24	$0.00	$24,963.24
Annual Payment 2	73478	Axon Evidence - Redaction Assistant User License	77	$9,323.62	$0.00	$9,323.62
Annual Payment 2	73682	Axon Evidence - Auto Tagging License	77	$9,323.62	$0.00	$9,323.62
Annual Payment 2	BWCUwTAP	Body Worn Camera Unlimited with TAP Bundle	77	$88,436.05	$0.00	$88,436.05
Annual Payment 2	H00002	Axon Body 4 Multi-Bay Dock Bundle	10	$0.00	$0.00	$0.00
Annual Payment 2	HWCNAB4	Axon Body 4 Connected Hardware Bundle	77	$0.00	$0.00	$0.00
Total				**$132,046.53**	**$0.00**	**$132,046.53**

Aug 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	102011	Axon AI Assistant	77	$24,963.25	$0.00	$24,963.25
Annual Payment 3	73478	Axon Evidence - Redaction Assistant User License	77	$9,323.63	$0.00	$9,323.63
Annual Payment 3	73682	Axon Evidence - Auto Tagging License	77	$9,323.63	$0.00	$9,323.63
Annual Payment 3	BWCUwTAP	Body Worn Camera Unlimited with TAP Bundle	77	$88,436.02	$0.00	$88,436.02
Annual Payment 3	H00002	Axon Body 4 Multi-Bay Dock Bundle	10	$0.00	$0.00	$0.00
Annual Payment 3	HWCNAB4	Axon Body 4 Connected Hardware Bundle	77	$0.00	$0.00	$0.00
Total				**$132,046.53**	**$0.00**	**$132,046.53**

Aug 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	102011	Axon AI Assistant	77	$24,963.24	$0.00	$24,963.24
Annual Payment 4	73478	Axon Evidence - Redaction Assistant User License	77	$9,323.62	$0.00	$9,323.62
Annual Payment 4	73682	Axon Evidence - Auto Tagging License	77	$9,323.62	$0.00	$9,323.62
Annual Payment 4	BWCUwTAP	Body Worn Camera Unlimited with TAP Bundle	77	$88,436.05	$0.00	$88,436.05
Annual Payment 4	H00002	Axon Body 4 Multi-Bay Dock Bundle	10	$0.00	$0.00	$0.00

Aug 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	HWCNAB4	Axon Body 4 Connected Hardware Bundle	77	$0.00	$0.00	$0.00
Total				**$132,046.53**	**$0.00**	**$132,046.53**

Aug 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	102011	Axon AI Assistant	77	$24,963.25	$0.00	$24,963.25
Annual Payment 5	73478	Axon Evidence - Redaction Assistant User License	77	$9,323.62	$0.00	$9,323.62
Annual Payment 5	73682	Axon Evidence - Auto Tagging License	77	$9,323.62	$0.00	$9,323.62
Annual Payment 5	BWCUwTAP	Body Worn Camera Unlimited with TAP Bundle	77	$88,436.04	$0.00	$88,436.04
Annual Payment 5	H00002	Axon Body 4 Multi-Bay Dock Bundle	10	$0.00	$0.00	$0.00
Annual Payment 5	HWCNAB4	Axon Body 4 Connected Hardware Bundle	77	$0.00	$0.00	$0.00
Total				**$132,046.53**	**$0.00**	**$132,046.53**

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

8/24/2026



Master Services and Purchasing Agreement

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,

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

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.

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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 Solutions[1]

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-

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-l-07+Al: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 que 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

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

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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

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

- 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

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

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),

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,

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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SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND PRODUCTS
Axon Enterprise, Inc. **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 480-905-2000 or 800-978-2737** **Fax: 480-991-0791**	**Axon Enterprise, Inc.** **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 480-905-2000 or 800-978-2737** **Fax: 480-991-0791**

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.: ___177___ - 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:	**$1,186,698.60**
Quote List Price:	**$954,024.60**
Quote Subtotal:	**$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	BasicLicense	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	BasicLicense	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	BasicLicense	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	BasicLicense	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



Master Services and Purchasing Agreement

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,

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

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.

WHEREAS, the City of Newburgh is committed to its designation as a Fair and Welcoming City and to protecting the safety, privacy, civil rights, and civil liberties of all residents and visitors; and

WHEREAS, New York Executive Law § 170-k, commonly known as the "Local Cops, Local Crimes Act," limits the use of state and local government and law-enforcement resources in connection with federal civil immigration enforcement; and

WHEREAS, maintaining public trust requires that City law-enforcement technologies and practices be consistent with the City's commitments to transparency, accountability, privacy, civil liberties, and the protection of immigrant and marginalized communities; and

WHEREAS, the City is currently party to a contract with Flock Group, Inc., doing business as Flock Safety ("Flock Safety"), originally entered into on or about August 6, 2024, and renewed effective January 1, 2026 (the "Contract"), pursuant to which automated license plate recognition ("ALPR") technology has been deployed for law-enforcement purposes; and

WHEREAS, published reports, investigations, and public disclosures concerning Flock Safety's nationwide ALPR network have raised substantial concerns regarding access to and sharing of locally collected ALPR information across jurisdictions and with other law-enforcement agencies, including federal agencies; and

WHEREAS, published reports have also raised concerns regarding the use of ALPR networks in investigations involving immigration enforcement, reproductive health care, and individuals participating in constitutionally protected political activity; and

WHEREAS, Flock Safety maintains that individual law-enforcement agencies control access to their own data and may determine whether and with whom such information is shared, further demonstrating the importance of clear local policies, access controls, oversight, and accountability governing such technology; and

WHEREAS, the City Council recognizes that widespread or insufficiently controlled access to location and license-plate information may undermine community trust and may disproportionately affect immigrant communities, historically marginalized communities, and individuals exercising constitutionally protected rights; and

WHEREAS, the City Council has determined that the continued use of Flock Safety technology is no longer consistent with the City's policy priorities regarding privacy, civil liberties, public accountability, and community trust; and

WHEREAS, the City Council further recognizes that termination of the Contract must be accomplished in a manner consistent with the City's contractual obligations, applicable law, grant requirements, intermunicipal agreements, and any Memorandum of Understanding associated with Law Enforcement Technology ("LETECH") or other funding;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh hereby determines that the City should discontinue its use of Flock Safety automated license plate recognition technology and terminate its contractual relationship with Flock Safety at the earliest legally permissible opportunity; and be it further

RESOLVED, that the Acting City Manager, in consultation with Corporation Counsel, is hereby directed to take all legally available steps necessary to terminate the Contract at the earliest permissible date, while ensuring compliance with all applicable contractual obligations, grant requirements, intermunicipal agreements, Memoranda of Understanding, and other legally binding funding conditions; and be it further

RESOLVED, that the Acting City Manager and Corporation Counsel shall consult and coordinate in good faith with Orange County and any other LETECH partners, as necessary, to seek amendments, grant modifications, budget reallocations, equipment substitutions, or other appropriate measures necessary to maintain compliance with applicable grant requirements while effectuating the intent of this Resolution; and be it further

RESOLVED, that, effective no later than fourteen (14) days following adoption of this Resolution, the City shall discontinue the routine operational use of Flock Safety ALPR technology and databases for investigative searches and routine law-enforcement purposes, except where Corporation Counsel determines that limited continued access is necessary to comply with applicable law, preserve legally required records, respond to litigation or lawful records requests, conduct an audit, complete data disposition, or satisfy existing contractual or grant obligations; and be it further

RESOLVED, that prior to the deletion or destruction of any records associated with the City's use of Flock Safety technology, the Acting City Manager, Police Department, Information Technology Department, and Corporation Counsel shall identify and preserve all records required to be maintained pursuant to applicable law, records-retention requirements, pending Freedom of Information Law requests, litigation holds, investigations, audits, or other lawful obligations; and be it further

RESOLVED, that, to the fullest extent reasonably available, the City shall obtain and preserve records sufficient to review the City's historical use of Flock Safety technology, including:

1. audit logs reflecting searches conducted by authorized City users;
2. records of agencies with which the City shared ALPR information;
3. records reflecting access to or searches of City-generated ALPR data by outside agencies;
4. applicable user accounts and administrative permissions;
5. data-sharing settings and permissions;
6. applicable data-retention settings and policies; and
7. records of any known requests for or access to City-generated ALPR information by federal law-enforcement agencies;

and be it further

RESOLVED, that the Acting City Manager, in consultation with Corporation Counsel and the Police Department, shall terminate all voluntary data-sharing permissions, external agency access, network-sharing arrangements, and user credentials associated with the City's Flock Safety account as part of the discontinuation and termination process, except to the extent temporarily necessary to satisfy a legal, contractual, audit, or records-preservation obligation; and be it further

RESOLVED, that following preservation of all records the City is legally required to maintain and upon termination of the Contract, Flock Safety shall be directed, to the fullest extent permitted by the Contract and applicable law, to permanently delete City-owned or City-generated ALPR information, including images, metadata, derived information, user-account information, and other City data remaining within Flock Safety's possession or control, and the City shall request written certification confirming such deletion; and be it further

RESOLVED, that the Acting City Manager and Corporation Counsel shall determine the ownership and required disposition of all equipment associated with the Contract and shall arrange for its deactivation, disconnection, removal, return, storage, transfer, or other lawful disposition consistent with the Contract, applicable grant requirements, and any intermunicipal agreements; and be it further

RESOLVED, that no City department or employee shall reactivate, resume routine operational use of, or enter into a new or renewed agreement for Flock Safety ALPR technology without prior authorization by the City Council; and be it further

RESOLVED, that the City shall not acquire, contract for, deploy, activate, or materially expand any automated license plate recognition technology, regardless of vendor, unless and until the City Council has:

1. conducted at least one public hearing concerning the proposed use of such technology and the collection, retention, access, and sharing of information generated by it;
2. received a written assessment addressing the proposed purpose and need for the technology, anticipated public-safety benefits, costs, privacy implications, civil-rights and civil-liberties implications, cybersecurity considerations, data-retention practices, data-sharing arrangements, and alternatives;
3. affirmatively authorized the acquisition or use of such technology; and
4. adopted written policies and procedures governing its use, including permissible and prohibited uses, authorized users, access controls, data retention, data sharing, cybersecurity safeguards, audit requirements, oversight, accountability, enforcement for misuse, and periodic reporting to the City Council and public;

and be it further

RESOLVED, that any future policy governing automated license plate recognition technology shall expressly address access to City-generated information by federal, state, local, and out-of-state law-enforcement agencies and shall include safeguards designed to ensure consistency with New York law and the City's Fair and Welcoming City policies; and be it further

RESOLVED, that within sixty (60) days following adoption of this Resolution, or as soon thereafter as reasonably practicable, the Acting City Manager shall provide the City Council with a written report, to the fullest extent permitted by law, addressing:

1. the anticipated effective date for termination of the Flock Safety Contract;
2. any financial obligations or potential liabilities associated with termination;
3. any LETECH or other grant implications;
4. the ownership and proposed disposition of equipment;
5. the status of the suspension of operational use;
6. the status of City data-sharing arrangements;
7. the preservation and disposition of City-generated ALPR data; and
8. the actions necessary to fully complete termination of the City's relationship with Flock Safety;

and be it further

RESOLVED, that nothing contained in this Resolution shall be interpreted to require the destruction of any record that the City is legally obligated to preserve or to require the City to violate any court order, judicial warrant, applicable law, contractual obligation, intermunicipal agreement, or lawful grant condition; and be it further

RESOLVED, that the City Council reaffirms its commitment to public safety while recognizing that public safety must be pursued in a manner that protects constitutional rights, personal privacy, civil liberties, community trust, transparency, and accountable local government.

RESOLUTION NO.: _____ - 2026

OF

_____, 2026

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

WHEREAS, the City of Newburgh is committed to its designation as a Fair and Welcoming City and to protecting the safety, privacy, civil rights, and civil liberties of all residents and visitors; and

WHEREAS, New York Executive Law § 170-k, commonly known as the "Local Cops, Local Crimes Act," limits the use of state and local government and law-enforcement resources in connection with federal civil immigration enforcement; and

WHEREAS, maintaining public trust requires that City law-enforcement technologies and practices be consistent with the City's commitments to transparency, accountability, privacy, civil liberties, and the protection of immigrant and marginalized communities; and

WHEREAS, the City is currently party to a contract with Flock Group, Inc., doing business as Flock Safety ("Flock Safety"), originally entered into on or about August 6, 2024, and renewed effective January 1, 2026 (the "Contract"), pursuant to which automated license plate recognition ("ALPR") technology has been deployed for law-enforcement purposes; and

WHEREAS, published reports, investigations, and public disclosures concerning Flock Safety's nationwide ALPR network have raised substantial concerns regarding access to and sharing of locally collected ALPR information across jurisdictions and with other law-enforcement agencies, including federal agencies; and

WHEREAS, published reports have also raised concerns regarding the use of Flock Safety's ALPR networks in investigations involving immigration enforcement, reproductive health care, and individuals participating in constitutionally protected political activity; and

WHEREAS, Flock Safety maintains that individual law-enforcement agencies control access to their own data and may determine whether and with whom such information is shared, further demonstrating the importance of clear local policies, access controls, oversight, and accountability governing such technology; and

WHEREAS, the City Council recognizes that widespread or insufficiently controlled access to location and license-plate information may undermine community trust and may

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disproportionately affect immigrant communities, historically marginalized communities, and individuals exercising constitutionally protected rights; and

WHEREAS, the City Council has determined that the continued use of Flock Safety technology is no longer consistent with the City's policy priorities regarding privacy, civil liberties, public accountability, and community trust; and

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WHEREAS, the City Council further recognizes that termination of the Contract must be accomplished in a manner consistent with the City's contractual obligations, applicable law, grant requirements, intermunicipal agreements, and any Memorandum of Understanding associated with Law Enforcement Technology ("LETECH") or other funding;

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NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh hereby determines that the City should discontinue its use of Flock Safety automated license plate recognition technology and terminate its contractual relationship with Flock Safety at the earliest legally permissible opportunity; and be it further

RESOLVED, that the Interim~~Acting~~ City Manager, in consultation with Corporation Counsel, is hereby directed to take all legally available steps necessary to terminate the Contract at the earliest permissible date, while ensuring compliance with all applicable contractual obligations, grant requirements, intermunicipal agreements, Memoranda of Understanding, and other legally binding funding conditions; and be it further

RESOLVED, that the Interim~~Acting~~ City Manager and Corporation Counsel shall consult and coordinate in good faith with Orange County and any other LETECH partners, as necessary, to seek amendments, grant modifications, budget reallocations, equipment substitutions, or other appropriate measures necessary to maintain compliance with applicable grant requirements while effectuating the intent of this Resolution; and be it further

RESOLVED, that, effective no later than fourteen (14) days following adoption of this Resolution, the City shall discontinue the routine operational use of City of Newburgh Flock Safety ALPR technology and databases for investigative searches and routine law-enforcement purposes, except where Corporation Counsel determines that limited continued access is necessary to comply with applicable law, preserve legally required records, respond to litigation or lawful records requests, conduct an audit, complete data disposition, or satisfy existing contractual or grant obligations; and be it further

RESOLVED, that prior to the deletion or destruction of any records associated with the City's use of Flock Safety technology, the Interim~~Acting~~ City Manager, Police Department, Information Technology Department, and Corporation Counsel shall identify and preserve all records required to be maintained pursuant to applicable law, records-retention requirements, pending Freedom of Information Law requests, litigation holds, investigations, audits, or other lawful obligations; and be it further

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RESOLVED, that, to the fullest extent reasonably available, the City shall obtain and preserve records sufficient to review the City's historical use of Flock Safety ALPR technology, including:

1. audit logs reflecting searches conducted by authorized City users;
2. records of agencies with which the City shared ALPR information;
3. records reflecting access to or searches of City-generated ALPR data by outside agencies;
4. applicable user accounts and administrative permissions;
5. data-sharing settings and permissions;
6. applicable data-retention settings and policies; and
7. records of any known requests for or access to City-generated ALPR information by federal law-enforcement agencies;

and be it further

RESOLVED, that the Interim City Manager~~Acting City Manager~~, in consultation with Corporation Counsel and the Police Department, if not already completed, shall terminate all voluntary data-sharing permissions, external agency access, network-sharing arrangements, and user credentials associated with the City's Flock Safety account as part of the discontinuation and termination process, except to the extent temporarily necessary to satisfy a legal, contractual, audit, or records-preservation obligation; and be it further

RESOLVED, that following preservation of all records the City is legally required to maintain and upon termination of the Contract, Flock Safety shall be directed, to the fullest extent permitted by the Contract and applicable law, to permanently delete City-owned or City-generated ALPR information, including images, metadata, derived information, user-account information, and other City data remaining within Flock Safety's possession or control, and the City shall request written certification confirming such deletion; and be it further

RESOLVED, that the Interim~~Acting~~ City Manager and Corporation Counsel shall determine the ownership and required disposition of all equipment associated with the Contract and shall arrange for its deactivation, disconnection, removal, return, storage, transfer, or other lawful disposition consistent with the Contract, applicable grant requirements, and any intermunicipal agreements; and be it further

RESOLVED, that no City department or employee shall reactivate, resume routine operational use of, or enter into a new or renewed agreement for Flock Safety ALPR technology without prior authorization by the City Council; and be it further

RESOLVED, that the City shall not acquire, contract for, deploy, activate, or materially expand any automated license plate recognition technology, regardless of vendor, unless and until the City Council has:

1. conducted at least one public hearing concerning the proposed use of such technology and the collection, retention, access, and sharing of information generated by it;

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2. received a written assessment addressing the proposed purpose and need for the technology, anticipated public-safety benefits, costs, privacy implications, civil-rights and civil-liberties implications, cybersecurity considerations, data-retention practices, data-sharing arrangements, and alternatives;
3. affirmatively authorized the acquisition or use of such technology; and
4. adopted written policies and procedures governing its use, including permissible and prohibited uses, authorized users, access controls, data retention, data sharing, cybersecurity safeguards, audit requirements, oversight, accountability, enforcement for misuse, and periodic reporting to the City Council and public;

and be it further

RESOLVED, that any future policy governing automated license plate recognition technology shall expressly address access to City-generated information by federal, state, local, and out-of-state law-enforcement agencies and shall include safeguards designed to ensure consistency with New York law and the City's Fair and Welcoming City policies; and be it further

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RESOLVED, that within sixty (60) days following adoption of this Resolution, or as soon thereafter as reasonably practicable, the Interim~~Acting~~ City Manager shall provide the City Council with a written report, to the fullest extent permitted by law, addressing:

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1. the anticipated effective date for termination of the Flock Safety Contract;
2. any financial obligations or potential liabilities associated with termination;
3. any LETECH or other grant implications;
4. the ownership and proposed disposition of equipment;
5. the status of the suspension of operational use;
6. the status of City data-sharing arrangements;
7. the preservation and disposition of City-generated ALPR data; and
8. the actions necessary to fully complete termination of the City's relationship with Flock Safety;

and be it further

RESOLVED, that nothing contained in this Resolution shall be interpreted to require the destruction of any record that the City is legally obligated to preserve or to require the City to violate any court order, judicial warrant, applicable law, contractual obligation, intermunicipal agreement, or lawful grant condition; and be it further

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RESOLVED, that the City Council reaffirms its commitment to public safety while recognizing that public safety must be pursued in a manner that protects constitutional rights, personal privacy, civil liberties, community trust, transparency, and accountable local government.

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RESOLUTION NO.: _____ - 2026

OF

_____, 2026

A RESOLUTION FOR NON-APPROPRIATION OF FUNDS FOR FLOCK SAFETY SERVICES AND AUTHORIZING CONTRACTUAL TERMINATION PURSUANT TO THE NON-APPROPRIATION PROVISION OF THE FLOCK MASTER SERVICE AGREEMENT

WHEREAS, the City of Newburgh (the "City") entered into an agreement with Flock Safety ("Flock") for the provision of automated license plate reader and related technology services (the "Flock Agreement"); and

WHEREAS, the City Council recognizes that technology used for public safety must be balanced against the City's obligations concerning privacy, civil liberties, data security, appropriate data access, immigration-related information sharing, fiscal responsibility, and public safety; and

WHEREAS, the City Council recognizes that automated license plate reader technology may provide legitimate investigative and public-safety benefits, including assisting law enforcement in identifying vehicles associated with criminal investigations and locating persons or vehicles of interest; and

WHEREAS, the City Council also recognizes and takes seriously concerns raised by residents regarding the collection, retention, access, sharing, and use of information generated through automated license plate reader technology; and

WHEREAS, the City Council has a fiduciary responsibility to protect municipal funds and to avoid unnecessary expenditures, contractual penalties, or other financial liabilities; and

WHEREAS, the City Council has reviewed the Flock Agreement and understands that the Agreement contains a non-appropriation provision, identified as Section 11.16, which addresses

the City's obligations in the event that sufficient funds are not appropriated for the applicable services; and

WHEREAS, the City Council believes that the non-appropriation provision provides a contractual mechanism that should be evaluated and, if legally applicable, utilized to discontinue the City's financial obligation for Flock services without an unnecessary payment of an early-termination penalty; and

WHEREAS, the City Council further recognizes that any termination of the Flock Agreement must be accomplished in accordance with the actual terms of the executed Agreement, including all applicable notice requirements, renewal provisions, amendments, data-retention provisions, equipment provisions, and other contractual obligations; and

WHEREAS, the City Council does not intend by this Resolution to direct the City to breach the Flock Agreement or to take any action inconsistent with the City's contractual obligations; and

WHEREAS, the City Council further recognizes that the City must comply with all applicable laws, regulations, grant requirements, records-retention requirements, privacy requirements, and other legal obligations associated with the Flock services; and

WHEREAS, the City Council desires to establish a fiscally responsible and legally defensible process for discontinuing Flock services while ensuring that legitimate public-safety functions are not unnecessarily compromised; and

WHEREAS, the City Council believes that the City's public-safety strategy should include consideration of alternative investigative resources and technologies, including technologies and procedures that provide appropriate safeguards against unauthorized access, misuse, or sharing of information; and

WHEREAS, the City Council further believes that any replacement or alternative public-safety technology should include appropriate safeguards concerning data access, data retention, data sharing, auditing, transparency, and accountability; and

WHEREAS, the City Council determines that proceeding through the contractual non-appropriation process, subject to confirmation by Corporation Counsel, is in the best interests of the City and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, as follows:

Section 1. Non-Appropriation of Funds

The City Council hereby directs that no municipal funds shall be appropriated in the City's applicable future operating budget for the continuation or renewal of Flock Safety services beyond the period for which funds have already been lawfully appropriated and contractually obligated, subject to applicable law and the City's existing contractual obligations.

Section 2. Legal Review

Prior to issuance of any termination notice, the City Manager and Corporation Counsel will review the executed Flock Agreement and all amendments, renewals, purchase orders, statements of work, data-sharing agreements, grant documents, and related instruments to determine:

1. the precise expiration and renewal dates of the Flock Agreement;
2. the applicability and requirements of Section 11.16, or any other applicable non-appropriation provision;
3. the amount of any funds presently legally obligated by the City;
4. the notice period and manner of delivery required to exercise non-appropriation termination rights;
5. any obligations concerning equipment installed on City property;
6. any obligations concerning data retention, deletion, transfer, or preservation;
7. any applicable grant restrictions or repayment obligations; and
8. any other financial or legal obligations that would survive termination.

Section 3. Authorization to Provide Notice

Subject to the written determination of Corporation Counsel that the City's non-appropriation rights are applicable, the City Manager is hereby authorized to provide Flock with written notice of non-appropriation and termination in accordance with the Flock Agreement.

Such notice shall expressly state that the City is exercising its contractual rights pursuant to the applicable non-appropriation provision and shall not constitute an anticipatory breach or unilateral termination outside the terms of the Agreement.

Section 4. No Unauthorized Payment or Penalty

The City Manager and all City officers and employees will not authorize any payment, renewal, extension, or amendment that would continue Flock services beyond the period authorized by the City's lawful appropriations and contractual obligations, except as may be specifically required by law or by an existing contractual obligation.

Nothing in this Resolution shall be interpreted to authorize the City to withhold payment for services already properly rendered and legally owed.

Section 5. Cessation of Flock Services Upon Effective Termination

Upon the effective date of termination established pursuant to the Flock Agreement, the City shall cease its use of Flock services and shall take all reasonably necessary administrative and technical steps to discontinue the City's use of the Flock platform and related services.

Section 6. Equipment

The City Manager, in consultation with Corporation Counsel, shall determine the City's contractual obligations concerning all Flock equipment located within the City.

The City shall not remove, disable, alter, dispose of, or transfer Flock equipment except in accordance with the Flock Agreement and applicable law.

If the Agreement requires the return, removal, decommissioning, or other disposition of equipment, the City Manager shall ensure that such action is performed in accordance with the applicable contractual requirements.

Section 7. Data and Records

Upon termination, the City shall comply with all applicable contractual and legal requirements concerning:

- preservation of evidence;
- records retention;
- deletion or destruction of data;
- access to stored information;
- transfer of legally required records;
- confidentiality;
- privacy; and
- disclosure obligations under applicable law.

Nothing in this Resolution shall require the destruction, deletion, or alteration of information that the City is legally required to preserve.

Section 8. Public-Safety Technology and Alternative Resources

Within sixty (60) days of the adoption of this Resolution, the City Manager and Chief of Police shall provide the City Council with a written public-safety technology and investigative resources report identifying available alternatives to Flock services.

The report shall identify, to the extent legally permissible:

1. existing City-owned public-safety technology;
2. available camera systems;
3. investigative technology available to the Police Department;
4. available grant-funded resources;
5. existing interagency resources;
6. potential replacement technologies;
7. anticipated costs;
8. privacy and civil-liberty safeguards;
9. data-sharing restrictions;
10. data-retention policies; and
11. measures that will prevent unauthorized access or use.

Section 9. Data-Sharing Safeguards

The City Council declares that any future public-safety surveillance or investigative technology utilized by the City should, to the maximum extent permitted by law, include safeguards addressing:

- unauthorized access;
- unauthorized searches;
- immigration-enforcement access inconsistent with City policy or applicable law;
- data sharing with third parties;
- data retention;
- audit logs;
- user accountability;
- periodic reporting; and
- public transparency.

Section 10. No Interference With Lawful Criminal Investigations

Nothing in this Resolution shall prohibit the Newburgh Police Department from utilizing lawful investigative methods, technologies, databases, or resources otherwise available to it, provided such use complies with applicable law, departmental policy, grant restrictions, and constitutional protections.

Section 11. Fiscal Responsibility

The City Manager and the City's Finance Department shall identify the amount of funding presently appropriated or otherwise legally obligated for Flock services and shall report that information to the City Council.

Any funds that are no longer legally required for Flock services following effective termination shall be addressed through the City's normal budgetary and financial procedures.

Section 12. Implementation

The City Manager, Corporation Counsel, Chief of Police, Comptroller, and all other appropriate City officials are hereby authorized and to take such actions as are reasonably necessary to implement this Resolution consistent with the Flock Agreement and applicable law.

Section 13. Construction

Nothing contained herein shall be construed to:

A. authorize a breach of the Flock Agreement;

B. waive any legal right or contractual protection available to the City;

C. require the City to take an action prohibited by law;

D. require the destruction or deletion of records that the City is legally required to retain; or

E. create any obligation inconsistent with an existing grant agreement or other legally binding obligation.

Section 14. Severability

If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other provision or application of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared severable.

Section 15. Effective Date

This Resolution shall take effect immediately upon adoption.

BE IT FURTHER RESOLVED, that certified copies of this Resolution shall be provided to the City Manager, Corporation Counsel, Chief of Police, Comptroller, and any other City officer or department necessary to implement its provisions.

By Order of the City Council of the City of Newburgh, New York.

RESOLUTION NO.: _____ - 2026

OF

_____, 2026

A RESOLUTION FOR NON-APPROPRIATION OF FUNDS FOR FLOCK SAFETY SERVICES AND AUTHORIZING CONTRACTUAL TERMINATION PURSUANT TO THE NON-APPROPRIATION PROVISION OF THE FLOCK MASTER SERVICE AGREEMENT

WHEREAS, the City of Newburgh (the "City") entered into an agreement with Flock Group, Inc., doing business as Flock Safety, ~~Flock Safety~~ ("Flock") for the provision of automated license plate reader and related technology services (the "Flock Agreement"); and

WHEREAS, the City Council recognizes that technology used for public safety must be balanced against the City's obligations concerning privacy, civil liberties, data security, appropriate data access, immigration-related information sharing, fiscal responsibility, and public safety; and

WHEREAS, the City Council recognizes that automated license plate reader technology may provide legitimate investigative and public-safety benefits, including assisting law enforcement in identifying vehicles associated with criminal investigations and locating persons or vehicles of interest; and

WHEREAS, the City Council also recognizes and takes seriously concerns raised by residents regarding the collection, retention, access, sharing, and use of information generated through automated license plate reader technology; and

WHEREAS, the City Council has a fiduciary responsibility to protect municipal funds and to avoid unnecessary expenditures, contractual penalties, or other financial liabilities; and

WHEREAS, the City Council has reviewed the Flock Agreement and understands that the Agreement contains a non-appropriation provision, identified as Section 11.16, which addresses the City's obligations in the event that sufficient funds are not appropriated for the applicable services; and

WHEREAS, the City Council believes that the non-appropriation provision provides a contractual mechanism that should be evaluated and, if legally applicable, utilized to discontinue the City's financial obligation for Flock services without an unnecessary payment of an early-termination penalty; and

WHEREAS, the City Council further recognizes that any termination of the Flock Agreement must be accomplished in accordance with the actual terms of the executed Agreement, including all applicable notice requirements, renewal provisions, amendments, data-retention provisions, equipment provisions, and other contractual obligations; and

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WHEREAS, the City Council does not intend by this Resolution to direct the City to breach the Flock Agreement or to take any action inconsistent with the City's contractual obligations; and

WHEREAS, the City Council further recognizes that the City must comply with all applicable laws, regulations, grant requirements, records-retention requirements, privacy requirements, and other legal obligations associated with the Flock services; and

WHEREAS, the City Council desires to establish a fiscally responsible and legally defensible process for discontinuing Flock services while ensuring that legitimate public-safety functions are not unnecessarily compromised; and

WHEREAS, the City Council believes that the City's public-safety strategy should include consideration of alternative investigative resources and technologies, including technologies and procedures that provide appropriate safeguards against unauthorized access, misuse, or sharing of information; and

WHEREAS, the City Council further believes that any replacement or alternative public-safety technology should include appropriate safeguards concerning data access, data retention, data sharing, auditing, transparency, and accountability; and

WHEREAS, the City Council determines that proceeding through the contractual non-appropriation process, subject to confirmation by Corporation Counsel, is in the best interests of the City and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, as follows:

Section 1. Non-Appropriation of Funds

The City Council hereby directs that no municipal funds shall be appropriated in the City's applicable future operating budget for the continuation or renewal of Flock Safety services beyond the period for which funds have already been lawfully appropriated and contractually obligated, subject to applicable law and the City's existing contractual obligations.

Section 2. Legal Review

Prior to issuance of any termination notice, the City Manager and Corporation Counsel will review the executed Flock Agreement and all amendments, renewals, purchase orders, statements of work, data-sharing agreements, grant documents, and related instruments to determine:

1. the precise expiration and renewal dates of the Flock Agreement;
2. the applicability and requirements of Section 11.16, or any other applicable non-appropriation provision;
3. the amount of any funds presently legally obligated by the City;

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4. the notice period and manner of delivery required to exercise non-appropriation termination rights;
5. any obligations concerning equipment installed on City property;
6. any obligations concerning data retention, deletion, transfer, or preservation;
7. any applicable grant restrictions or repayment obligations; and
8. any other financial or legal obligations that would survive termination.

Section 3. Authorization to Provide Notice

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Subject to the written determination of Corporation Counsel that the City's non-appropriation rights are applicable, the City Manager is hereby authorized to provide Flock with written notice of non-appropriation and termination in accordance with the Flock Agreement.

Such notice shall expressly state that the City is exercising its contractual rights pursuant to the applicable non-appropriation provision and shall not constitute an anticipatory breach or unilateral termination outside the terms of the Agreement.

Section 4. No Unauthorized Payment or Penalty

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The City Manager and all City officers and employees will not authorize any payment, renewal, extension, or amendment that would continue Flock services beyond the period authorized by the City's lawful appropriations and contractual obligations, except as may be specifically required by law or by an existing contractual obligation.

Nothing in this Resolution shall be interpreted to authorize the City to withhold payment for services already properly rendered and legally owed.

Section 5. Cessation of Flock Services Upon Effective Termination

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Upon the effective date of termination established pursuant to the Flock Agreement, the City shall cease its use of Flock services and shall take all reasonably necessary administrative and technical steps to discontinue the City's use of the Flock platform and related services.

Section 6. Equipment

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The City Manager, in consultation with Corporation Counsel, shall determine the City's contractual obligations concerning all Flock equipment located within the City.

The City shall not remove, disable, alter, dispose of, or transfer Flock equipment except in accordance with the Flock Agreement and applicable law.

If the Agreement requires the return, removal, decommissioning, or other disposition of equipment, the City Manager shall ensure that such action is performed in accordance with the applicable contractual requirements.

Section 7. Data and Records

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Upon termination, the City shall comply with all applicable contractual and legal requirements concerning:

- preservation of evidence;
- records retention;
- deletion or destruction of data;
- access to stored information;
- transfer of legally required records;
- confidentiality;
- privacy; and
- disclosure obligations under applicable law.

Nothing in this Resolution shall require the destruction, deletion, or alteration of information that the City is legally required to preserve.

Section 8. Public-Safety Technology and Alternative Resources

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Within sixty (60) days of the adoption of this Resolution, the City Manager and Chief of Police shall provide the City Council with a written public-safety technology and investigative resources report identifying available alternatives to Flock services.

The report shall identify, to the extent legally permissible:

1. existing City-owned public-safety technology;
2. available camera systems;
3. investigative technology available to the Police Department;
4. available grant-funded resources;
5. existing interagency resources;
6. potential replacement technologies;
7. anticipated costs;
8. privacy and civil-liberty safeguards;
9. data-sharing restrictions;
10. data-retention policies; and
11. measures that will prevent unauthorized access or use.

Section 9. Data-Sharing Safeguards

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The City Council declares that any future public-safety surveillance or investigative technology utilized by the City should, to the maximum extent permitted by law, include safeguards addressing:

- unauthorized access;
- unauthorized searches;
- immigration-enforcement access inconsistent with City policy or applicable law;
- data sharing with third parties;
- data retention;

- audit logs;
- user accountability;
- periodic reporting; and
- public transparency.

Section 10. No Interference With Lawful Criminal Investigations

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Nothing in this Resolution shall prohibit the Newburgh Police Department from utilizing lawful investigative methods, technologies, databases, or resources otherwise available to it, provided such use complies with applicable law, departmental policy, grant restrictions, and constitutional protections.

Section 11. Fiscal Responsibility

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The City Manager and the City's Finance Department shall identify the amount of funding presently appropriated or otherwise legally obligated for Flock services and shall report that information to the City Council.

Any funds that are no longer legally required for Flock services following effective termination shall be addressed through the City's normal budgetary and financial procedures.

Section 12. Implementation

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The City Manager, Corporation Counsel, Chief of Police, Comptroller, and all other appropriate City officials are hereby authorized and to take such actions as are reasonably necessary to implement this Resolution consistent with the Flock Agreement and applicable law.

Section 13. Construction

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Nothing contained herein shall be construed to:

A. authorize a breach of the Flock Agreement;

B. waive any legal right or contractual protection available to the City;

C. require the City to take an action prohibited by law;

D. require the destruction or deletion of records that the City is legally required to retain; or

E. create any obligation inconsistent with an existing grant agreement or other legally binding obligation.

Section 14. Severability

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If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other provision or application of this Resolution

that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared severable.

Section 15. Effective Date

This Resolution shall take effect immediately upon adoption.

BE IT FURTHER RESOLVED, that certified copies of this Resolution shall be provided to the City Manager, Corporation Counsel, Chief of Police, Comptroller, and any other City officer or department necessary to implement its provisions.

~~**By Order of the City Council of the City of Newburgh, New York.**~~

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RESOLUTION NO.: _____ - 2026

OF

SEPTEMBER 14, 2026

A RESOLUTION AUTHORIZING THE NOMINATION OF THE SCARLET OAK TREE AT 123 GRAND STREET TO THE NEW YORK STATE BIG TREE REGISTER

WHEREAS, the New York State Big Tree Register is maintained by the New York State Department of Environmental Conservation ("NYSDEC") as an effort to recognize trees of record size and to promote an interest in learning about said trees; and

WHEREAS, American Forests, a national not-for-profit conservation organization that runs the National Champion Trees Program, is the authority for determining which trees are of a size and height for eligibility as "champion" trees.

WHEREAS, the City of Newburgh Conservation Advisory Council ("CAC") wishes to nominate the Scarlet Oak tree at 123 Grand Street to the New York State Big Tree Register and to submit the tree for "champion" status consideration with American Forests; and

WHEREAS, this Council has determined said nomination and submission are 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 execute documents for nomination of the Scarlet Oak tree at 123 Grand Street to the New York State Big Tree Register and to submit the tree for "champion" status consideration with American Forests.

Conservation Advisory Council | City of Newburgh, New York
123 Grand Street, Newburgh, New York, 12550
Phone: (845) 569-7380 e-mail: conservation@cityofnewburgh-ny.gov
www.cityofnewburgh-ny.gov/conservation-advisory-council

Council Members:
Chuck Thomas, Chair
Gail Fulton
Zachary German
Lesly Mejia
Justin Rider
Mark Sanchez-Potter

MEMO TO: Newburgh City Council

FROM: Chuck Thomas, Chairperson
Conservation Advisory Council ("CAC")

Date: September 1, 2026

Re: **Nomination of Scarlet Oak at 123 Grand Street**

On September 1, 2026, the Conservation Advisory Council ("CAC") voted unanimously to recommend the City Council authorize the City Manager to sign documents and take other necessary steps to nominate the Scarlet Oak Tree at 123 Grand Street to the New York State Big Tree Register, and to submit the Scarlet Oak tree for consideration as a "Champion" tree with American Forests.

Respectfully Submitted,

Chuck Thomas, Chairperson

cc: Executive Office

New York State Big Tree Application Form

Common Name		**County**	
Scientific Name		**DEC Region**	
Circumference		Inches	
Height		Feet	
Crown points		= (Max ___ + Min ___) x .125 = [(Max ___ + Min ___) divided by 2] x .25 *One quarter of the averaged crown spread	
Total			
Tree Condition			
Location details address if different from owner info below, public or private property, landmarks, etc.			
Coordinates Use decimal degrees, NAD 83		**Does the public need permission to visit tree?**	
Measured by		**Date**	
Owner		**Phone**	
Address		**Email**	
Nominator		**Phone**	
Address		**Email**	
Confirmed by (DEC Forester)		**Phone**	

As owner/manager of the property, I give permission to DEC or its designee to measure the above Big Tree and to obtain the above information.

_____ _____

Owner Signature Date

RESOLUTION NO.: _____ - 2026

OF

SEPTEMBER 14, 2026

A RESOLUTION NAMING THE INTERSECTION OF SOUTH WILLIAM STREET AND MILL STREET AS LA PLACITA AMISTAD IN HONOR OF LA AMISTAD BAKERY DURING LATINO HERITAGE MONTH

WHEREAS, Francisco Martinez, a native of Puebla, Mexico, immigrated to the United States in 1990 in pursuit of opportunity, stability, and a better future for his family and after arriving in the City of Newburgh, New York, he faced the challenges common to many immigrants, including language barriers and limited resources but through perseverance, faith, and an unwavering commitment to hard work, he established not only a successful entrepreneurial career but a lifelong dedication to community service and development; and

WHEREAS, in 1997, alongside his wife of over 30 years, Rosa Martinez, Francisco founded La Amistad, a family-owned business whose name translates to "friendship" and began a small business that evolved into a vital cultural and economic cornerstone within the City of Newburgh and for the past 28 years, La Amistad has served as more than a place of commerce—it has functioned as a community hub, a cultural anchor, and a welcoming space for generations of residents; and

WHEREAS, Rosa Martinez, who emigrated to the United States in 1991, played an equally significant role in this journey, who came from a strong entrepreneurial family, began working at a young age to support her household and her discipline, business acumen, and resilience have been instrumental in the growth and sustainability of the family's enterprises, and as the backbone and matriarch of the family, she helped raise their four children while actively contributing to the development and expansion of their businesses, ensuring both family stability and long-term success; and

WHEREAS, at a time when access to culturally familiar goods and services was limited for the growing Hispanic and immigrant population, La Amistad filled a critical need by providing traditional foods and products, and creating an environment where individuals and families could reconnect with their heritage while building new lives in Newburgh and becoming a place where community members gathered, formed connections, and experienced a sense of belonging; and

WHEREAS, Francisco Martinez's impact extends significantly beyond his business operations and over the course of nearly three decades, he has created more than 500 employment opportunities for residents of Newburgh through hiring practices that have consistently prioritized local residents, including newly arrived immigrants, offering them their first opportunity to enter the workforce, develop skills, and establish financial stability, and through mentorship and hands-on training, instilling values of discipline, responsibility, and strong work ethic in countless individuals, particularly youth from Newburgh Free Academy; and

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WHEREAS, his commitment to youth development is further demonstrated through his involvement in mentoring programs, local soccer teams, and educational initiatives and working with children through partnerships with local institutions, introducing them to baking, teamwork, and entrepreneurship, while fostering early exposure to skill-building opportunities allowing many young residents of Newburgh to grow up with La Amistad as a familiar and formative part of their lives; and

WHEREAS, Francisco Martinez also has played a significant role in strengthening the social fabric of Newburgh through continuous charitable efforts by supporting numerous churches, schools, and nonprofit organizations, providing food donations, sponsorships, and direct assistance to families in need and for over 16 years, he has organized and supported large-scale cultural and community events such as Día de Reyes and Día de la Virgen de Guadalupe celebrations, bringing together thousands of residents and fostering unity, cultural pride, and inclusion; and

WHEREAS, in partnership with local agencies, including the City of Newburgh Police and Fire Departments, he has supported public safety and educational initiatives, including community outreach efforts, safety education, and donations of essential resources to families and also has participated in citywide cleanup efforts and community improvement initiatives, demonstrating a hands-on commitment to the well-being of Newburgh; and

WHEREAS, beyond service and philanthropy, Francisco Martinez has made significant contributions to the economic development of Newburgh through his business ventures and investments, by revitalizing distressed properties, restoring local establishments, and contributing to neighborhood stability and extending his entrepreneurial influence throughout the Hudson Valley, inspiring the creation of multiple businesses and supporting the growth of small business ownership within the region; and

WHEREAS, despite his accomplishments, Francisco Martinez remains deeply grounded in humility and guided by his personal philosophy, "Power is measured by how much you can help someone else" and central to his mission is a strong belief in unity understanding that Newburgh is a diverse city, rich in cultures, backgrounds, and perspectives consistently maintaining a bipartisan, community-first approach, focusing not on differences, but on what brings people together with a vision is rooted in inclusion, respect, and the belief that a stronger Newburgh is built when all members of the community are united; and

WHEREAS, this commitment to service and leadership is reflected within his family by son, Eduardo, emerging as a leader in youth development through his work as a soccer trainer, mentoring young athletes and creating opportunities through sports and by daughters who have carried forward this legacy, with one daughter in particular taking on significant leadership roles within the community by founding an organization dedicated to supporting newly arrived immigrant youth, providing school supplies, assisting with integration into local schools, donating toys, and organizing sports and recreational opportunities based on the needs of the children she serves; and

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WHEREAS, for Francisco Martinez, the City of Newburgh is not simply a place of residence but is home and the community that provided him with opportunity, connection, and purpose and in return, he has dedicated his life to uplifting that same community;

NOW, THEREFORE, BE IT RESOLVED, in honor of Francisco Martinez and his family's contributions to the City of Newburgh and the countless individuals and families whose lives have been positively impacted through his work, it is fitting and appropriate that the intersection of South William Street and Mill Street be designated as "La Placita Amistad" or "La Amistad Boulevard" during Latino Heritage Month in recognition of La Amistad as a lasting symbol of friendship, unity, resilience, and shared community values, principles that continue to define and strengthen the City of Newburgh; and

BE IT FURTHER RESOLVED, that an unveiling of signage indicating this dedication be held, with appropriate ceremony, at a date to be coordinated by the Martinez family and the City of Newburgh; and that a copy of this resolution be forwarded to the Martinez family of 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.

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Francisco Martinez – **Community Impact Narrative for Street Naming Consideration**

Francisco Martinez, a native of Puebla, Mexico, immigrated to the United States in 1990 in pursuit of opportunity, stability, and a better future for his family. Upon arriving in the City of Newburgh, New York, he faced the challenges common to many immigrants, including language barriers and limited resources. Through perseverance, faith, and an unwavering commitment to hard work, he established not only a successful entrepreneurial career but a lifelong dedication to community service and development.

In 1997, alongside his wife of over 30 years, Rosa Martinez, Francisco founded La Amistad, a family-owned business whose name translates to “friendship.” What began as a small business evolved into a vital cultural and economic cornerstone within the City of Newburgh. For the past 28 years, La Amistad has served as more than a place of commerce—it has functioned as a community hub, a cultural anchor, and a welcoming space for generations of residents.

Rosa Martinez, who emigrated to the United States in 1991, played an equally significant role in this journey. Coming from a strong entrepreneurial family, she began working at a young age to support her household. Her discipline, business acumen, and resilience have been instrumental in the growth and sustainability of the family’s enterprises. As the backbone and matriarch of the family, she helped raise their four children while actively contributing to the development and expansion of their businesses, ensuring both family stability and long-term success.

At a time when access to culturally familiar goods and services was limited for the growing Hispanic and immigrant population, La Amistad filled a critical need. By providing traditional foods and products, Francisco Martinez created an environment where individuals and families could reconnect with their heritage while building new lives in Newburgh. The establishment became a place where community members gathered, formed connections, and experienced a sense of belonging.

Francisco Martinez’s impact extends significantly beyond his business operations. Over the course of nearly three decades, he has created more than 500 employment opportunities for residents of Newburgh. His hiring practices have consistently prioritized local residents, including newly arrived immigrants, offering them their first opportunity to enter the workforce, develop skills, and establish financial stability. Through mentorship and hands-on training, he has instilled values of discipline, responsibility, and strong work ethic in countless individuals, particularly youth from Newburgh Free Academy.

His commitment to youth development is further demonstrated through his involvement in mentoring programs, local soccer teams, and educational initiatives. He has worked with children through partnerships with local institutions, introducing them to baking, teamwork, and entrepreneurship, while fostering early exposure to skill-building opportunities. Many young residents of Newburgh have grown up with La Amistad as a familiar and formative part of their lives.

Francisco Martinez has also played a significant role in strengthening the social fabric of Newburgh through continuous charitable efforts. He has supported numerous churches, schools, and nonprofit organizations, providing food donations, sponsorships, and direct assistance to families in need. For over 16 years, he has organized and supported large-scale cultural and community events such as Día de Reyes and Día de la Virgen de Guadalupe celebrations, bringing together thousands of residents and fostering unity, cultural pride, and inclusion.

In partnership with local agencies, including the City of Newburgh Police and Fire Departments, he has supported public safety and educational initiatives, including community outreach efforts, safety education, and donations of essential resources to families. He has also participated in citywide cleanup efforts and community improvement initiatives, demonstrating a hands-on commitment to the well-being of Newburgh.

Beyond service and philanthropy, Francisco Martinez has made significant contributions to the economic development of Newburgh. Through his business ventures and investments, he has revitalized distressed properties, restored local establishments, and contributed to neighborhood stability. His entrepreneurial influence has extended throughout the Hudson Valley, inspiring the creation of multiple businesses and supporting the growth of small business ownership within the region.

Despite his accomplishments, Francisco Martinez remains deeply grounded in humility and guided by his personal philosophy:
“Power is measured by how much you can help someone else.”

Central to his mission is a strong belief in unity. Francisco Martinez understands that Newburgh is a diverse city, rich in cultures, backgrounds, and perspectives. He has consistently maintained a bipartisan, community-first approach, focusing not on differences, but on what brings people together. His vision is rooted in inclusion, respect, and the belief that a stronger Newburgh is built when all members of the community are united.

This commitment to service and leadership is reflected within his family. His son, Eduardo, has emerged as a leader in youth development through his work as a soccer trainer, mentoring young athletes and creating opportunities through sports. His daughters have also carried forward this legacy, with one daughter in particular taking on significant leadership roles within the community. She founded an organization dedicated to supporting newly arrived immigrant youth, providing school supplies, assisting with integration into local schools, donating toys, and organizing sports and recreational opportunities based on the needs of the children she serves.

His oldest daughter, Leslie Martinez, is a graduate in medical science and currently works in a laboratory in Buffalo, New York, while his daughters Itzyana and Rosareli are pursuing higher education, further exemplifying the family’s commitment to growth, education, and service.

For Francisco Martinez, the City of Newburgh is not simply a place of residence—it is home. It is the community that provided him with opportunity, connection, and purpose. In return, he has dedicated his life to uplifting that same community.

The proposed designation of a street as “La Amistad Boulevard” represents more than recognition of a business—it symbolizes decades of service, unity, cultural preservation, and community building. It honors not only Francisco Martinez’s contributions, but also the countless individuals and families whose lives have been positively impacted through his work.

La Amistad stands as a lasting symbol of friendship, unity, resilience, and shared community values—principles that continue to define and strengthen the City of Newburgh.