



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL

October 14, 2025
7:00 PM

Mayor/Alcaldesa

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

City Clerk:/Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

Communications/Comunicaciones

4. Approval of the minutes from the City Council meeting of September 22, 2025 / Aprobacion del Acta de la Reunion General del Consejo del 22 de septiembre de 2025
5. City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia de los Planes de Cada Departamento

Presentations/Presentaciones

6. OSC Fiscal Stress Score Presentation
Presentación de la puntuación de estrés fiscal de la OSC
7. Manager's Proposed 2026 Budget
Presupuesto Propuesto por el Gerente para el 2026
8. Public Hearing - Local Law authorizing a property tax levy in excess of the limit established in General Municipal Law Section 3-c

There will be a public hearing on Tuesday, October 14, 2025, to receive public comments concerning a Local Law authorizing a property tax levy in excess of the limit established in General Municipal Law Section 3-c.

Habrà una audiencia pública el martes 14 de octubre del 2025 para recibir comentarios sobre una ley local que autoriza un gravamen del impuesto a la propiedad que exceda el límite establecido en la Sección 3-c de la Ley Municipal General

9. Public Hearing - FY2026 CDBG AAP

There will be a public hearing on Tuesday, October 14, 2025, to receive public comments concerning the City of Newburgh Community Development Block

Grant (CDBG) FY2026 Annual Action Plan

Habr  una audiencia p blica el martes, 14 de octubre de 2025 para recibir comentarios del p blico sobre la Subvenci n en bloque para el desarrollo comunitario de la ciudad de Newburgh (CDBG) FY2026 Plan de Acci n Anual

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

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

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

10. Resolution No. 217 - 2025 - Bid No. 7.24 WWTP Administration Building Renovation - General Construction Contract Barone Construction Change Order No. 1

Resolution authorizing Change Order No. 1G to the construction contract with Barone Construction Group, Inc. for the Wastewater Treatment Plant Administration Building Rehabilitation Project

Resoluci n que autoriza la Orden de Cambio n mero 1G al contrato de construcci n con Barone Construction Group, Inc. para el Proyecto de Rehabilitaci n del Edificio de Administraci n de la Planta de Tratamiento de Aguas Residuales

11. Resolution No. 218 - 2025 - Award of RFP No. 9.25 Asbestos Abatement at the Delano-Hitch Recreation Park Storage Building to ACA Environmental Services, Inc.

Resolution authorizing the execution of a contract with ACA Environmental Services, Inc. for services related to asbestos abatement at the Delano-Hitch Recreation Park Storage Building in an amount not to exceed \$24,330.00

Resoluci n que autoriza la ejecuci n de un contrato con ACA Environmental Services, Inc. para servicios relacionados con la reducci n del asbesto en el Edificio de Almacenamiento del Parque Recreativo Delano-Hitch en una cantidad que no exceda los \$24,330.00

12. Resolution No. 219 - 2025 - Transfer from Sewer Fund Contingency

Resolution amending Resolution No: 249-2024, the 2025 Budget for the City of Newburgh, New York to transfer \$650,000.00 from Sewer Fund Appropriated Balance to DPW-Sanitary Sewers, WWTP-Equipment/Infrastructure and WWTP-Outside Contractor Maintenance Services-Vac Truck Maintenance and Repair to fund emergency sewer repair and other sewer work

Resolución que enmienda la Resolución No: 249-2024, el Presupuesto 2025 para la Ciudad de Newburgh, Nueva York para transferir \$650,000.00 del Fondo de Alcantarillado del Saldo Apropriado a DPW-Alcantarillado Sanitario, WWTP-Equipo/Infraestructura y WWTP-Servicios de Mantenimiento de Contratistas Externos-Mantenimiento y Reparación de Camiones de Limpieza para financiar la reparación de emergencia del alcantarillado y otros trabajos de alcantarillado

13. Resolution No. 220 - 2025 - 2026 Budget - Scheduling the Public Hearing
Resolution scheduling a public hearing for November 10, 2025 to receive comments concerning the adoption of the 2026 Budget for the City of Newburgh

Resolución que programa una audiencia pública para el 10 de noviembre de 2025 para recibir comentarios sobre la adopción del Presupuesto 2026 para la Ciudad de Newburgh

14. Resolution No. 221 - 2025 - Fire Surplus Vehicles
Resolution declaring a 1991 Chevrolet pick-up truck and a 1999 Aerial Ladder fire truck to be surplus equipment

Resolución declarando una camioneta Chevrolet de 1991 y un camión de escala de bomberos de 1999 como equipo excedente

15. Resolution No. 222 - 2025 - Energy Services Contract - Electric Bid
A resolution awarding a bid and authorizing the City Manager to execute a contract with Direct Energy Business LLC and NRG Business Marketing LLC for electric supply to the City of Newburgh for a twenty-four (24) month term beginning January 2026 and ending January 2028 at a cost of \$0.093260 per kilowatt hour

Resolución que autoriza la otorgación de una licitación y la ejecución de un contrato con Direct Energy Business LLC y NRG Business Marketing LLC para el suministro eléctrico a la Ciudad de Newburgh por un período de veinticuatro (24) meses a partir de enero de 2026 y hasta enero de 2028 a un costo de \$.093260 por kilovatio hora

16. Resolution No. 223 - 2025 - Emergency Departments Call Recording
Resolution authorizing agreements with Intwine Connect, LLC for hosted call recording and related services for the City of Newburgh Police Department, Fire Department and Water Department at total monthly cost of \$175.00

Resolución que autoriza acuerdos con Intwine Connect, LLC para la grabación de llamadas y servicios relacionados para el Departamento de Policía, el Departamento de Bomberos y el Departamento de Agua de la

Ciudad de Newburgh a un costo mensual total de \$175.00

17. Resolution No. 224 - 2025 - Resolution to enter into contract with Absolute Connections Security and Data Infrastructure

Resolution approving a contract with Absolute Connections, Inc. for an evaluation of the City of Newburgh surveillance camera system in the amount of \$9,998.07

Resolución aprobando un contrato con Absolute Connections, Inc. para una evaluación del sistema de cámaras de vigilancia de la Ciudad de Newburgh por el monto de \$9,998.07

18. Resolution No. 225 - 2025 - 66 Carson Avenue - 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 Jose E. Mera and Lorena A. Gonzalez to the premises known as 66 Carson Avenue (Section 45, Block 6, Lot 30)

Resolución que autoriza la ejecución de una Liberación parcial de cláusulas restrictivas y derecho de reingreso de una escritura emitida a José E. Mera y Lorena A. González a las instalaciones conocidas como 66 Carson Avenue (Sección 45, Bloque 6, Lote 30)

19. Resolution No. 226 - 2025 - 80 Lander 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 Elmer Jackson to the premises known as 80 Lander Street (Section 23, Block 2, Lot 10)

Resolución que autoriza la ejecución de una Liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a Elmer Jackson a las instalaciones conocidas como 80 Lander Street (Sección 23, Bloque 2, Lote 10)

20. Resolution No. 227 - 2025 - Purchase of 30 Benkard

Resolution to authorize the conveyance of real property known as 30 Benkard Avenue (Section 45, Block 4, Lot 15) at private sale to George Keyer III for the amount of \$130,000.00

Resolución que autoriza la transmisión de bienes raíces conocidos como 30 Benkard Avenue (Sección 45, Bloque 4, Lote 15) en venta privada a George Keyer III por el monto de \$130,000.00

21. Resolution No. 228 - 2025 - 51 Lander 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 Sal Randazzo to the premises known as 51 Lander Street (Section 23, Block 6, Lot 12)

Resolución que autoriza la ejecución de una Liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a Sal Randazzo a las instalaciones conocidas como 51 Lander Street (Sección 23, Bloque 6, Lote 12)

22. Resolution No. 229 - 2025 - Resolution to implement a city-wide Halloween curfew

Resolution to implement a City-wide curfew for minors 16 years of age and under beginning October 31, 2025 at 9:00 p.m. and ending November 1, 2025 at 6:00 a.m.

Resolución para implementar un toque de queda en toda la ciudad para menores de 16 años de edad a partir del 31 de octubre de 2025 a las 9:00 p.m. y hasta el 1 de noviembre de 2025 a las 6:00 a.m.

23. Resolution No. 230 - 2025 - Mini Split Heat Pumps - 492 Broadway Fire House

Resolution authorizing the City Manager to execute a contract with D. Rohde Heating Plumbing and AC, Inc. d/b/a Mr. Rooter Plumbing of Poughkeepsie for heat pump installation and related services at the West End Firehouse located at 492 Broadway in the amount of \$29,452.50

Resolución para autorizar al Gerente de la Ciudad a firmar un contrato con D. Rohde Home Services para la instalación de bombas de calor Mini Split para la estación de bomberos ubicada en 492 Broadway por un costo de \$29,452.50

24. Resolution No. 231 - 2025 - Payment of Remaining Self-insured Retention to Tokio Marine HCC - Public Risk Group

A resolution authorizing payment of the remaining self-insured retention in the amount of \$254,100.55 to "Tokio Marine HCC – Public Risk Group" in connection with the claim of Kenyatta James

Una resolución que autoriza el pago de la retención autoasegurada restante por el monto de \$ 254,100.55 a "Tokio Marine HCC - Public Risk Group" en relación con el reclamo de Kenyatta James

25. Resolution No. 232 - 2025 - Payment of Claim with Laura G. Fanning

A resolution authorizing the city manager to execute a payment of claim with Laura G. Fanning in the amount of \$60,000.00

Resolución que autoriza al Gerente de la Ciudad a ejecutar un reclamo de pago con Laura G. Fanning por el monto de \$60,000.00

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 214 - 2025

OF

SEPTEMBER 22, 2025

RESOLUTION SCHEDULING A PUBLIC HEARING
FOR OCTOBER 14, 2025 TO HEAR PUBLIC COMMENT
CONCERNING A LOCAL LAW AUTHORIZING A PROPERTY TAX LEVY
IN EXCESS OF THE LIMIT ESTABLISHED IN
GENERAL MUNICIPAL LAW SECTION 3-c

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A local law authorizing a property tax levy in excess of the limits established in General Municipal Law Section 3-c"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 14th day of October, 2025, in the 3rd Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

I, Katrina Cotten, City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 9/22/25 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 23rd day of Sept 20, 25

Katrina Cotten
City Clerk

LOCAL LAW NO.: _____ - 2025

OF

_____, 2025

**A LOCAL LAW AUTHORIZING A PROPERTY TAX LEVY IN EXCESS OF THE LIMIT
ESTABLISHED IN GENERAL MUNICIPAL LAW SECTION 3-c**

BE IT ENACTED by the City Council of the City of Newburgh as follows:

SECTION 1. LEGISLATIVE INTENT

It is the intent of this local law to allow the City of Newburgh to adopt a budget for the fiscal year commencing January 1, 2025 that requires a real property tax levy in excess of the “tax levy limit” as defined by General Municipal Law Section 3-c.

SECTION 2. AUTHORITY

This local law is adopted pursuant to subdivision 5 of General Municipal Law Section 3-c, which expressly authorizes a local government’s governing body to override the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said governing body.

SECTION 3. TAX LEVY LIMIT OVERRIDE

The City Council of the City of Newburgh, County of Orange, is hereby authorized to adopt a budget for the fiscal year commencing January 1, 2026 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law Section 3-c.

SECTION 4. SEVERABILITY

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court’s order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

SECTION 5. EFFECTIVE DATE

This local law shall take effect immediately upon filing with the Secretary of State.

RESOLUTION NO.: 211 - 2025

OF

SEPTEMBER 22, 2025

A RESOLUTION OPENING A 30-DAY PUBLIC COMMENT PERIOD AND
SCHEDULING A PUBLIC HEARING FOR OCTOBER 14, 2025
TO RECEIVE PUBLIC COMMENT ON THE CITY OF NEWBURGH'S
PROPOSED ACTIONS WITH RESPECT TO
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE
ANNUAL ACTION PLAN FOR FISCAL YEAR 2026

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

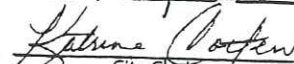
WHEREAS, the City is now preparing a one-year Annual Action Plan for FY 2026 in order to implement various elements of the strategies identified in its Consolidated Plan and must satisfy all statutory requirements, including those related to citizen participation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the time for citizen participation is commenced by opening a 30-day period beginning on October 15, 2025 and closing on November 14, 2025 to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the FY 2026 Annual Action Plan; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that there is scheduled a public hearing to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2026; and that such public hearing be and hereby is duly set to be held at 7:00 p.m. on the 14th day of October, 2025 in the City Council Chambers, 83 Broadway, City Hall, 3rd Floor, Newburgh, New York.

I, Katrina Cotten, City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 9/22/25 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 23rd day of Sept, 2025

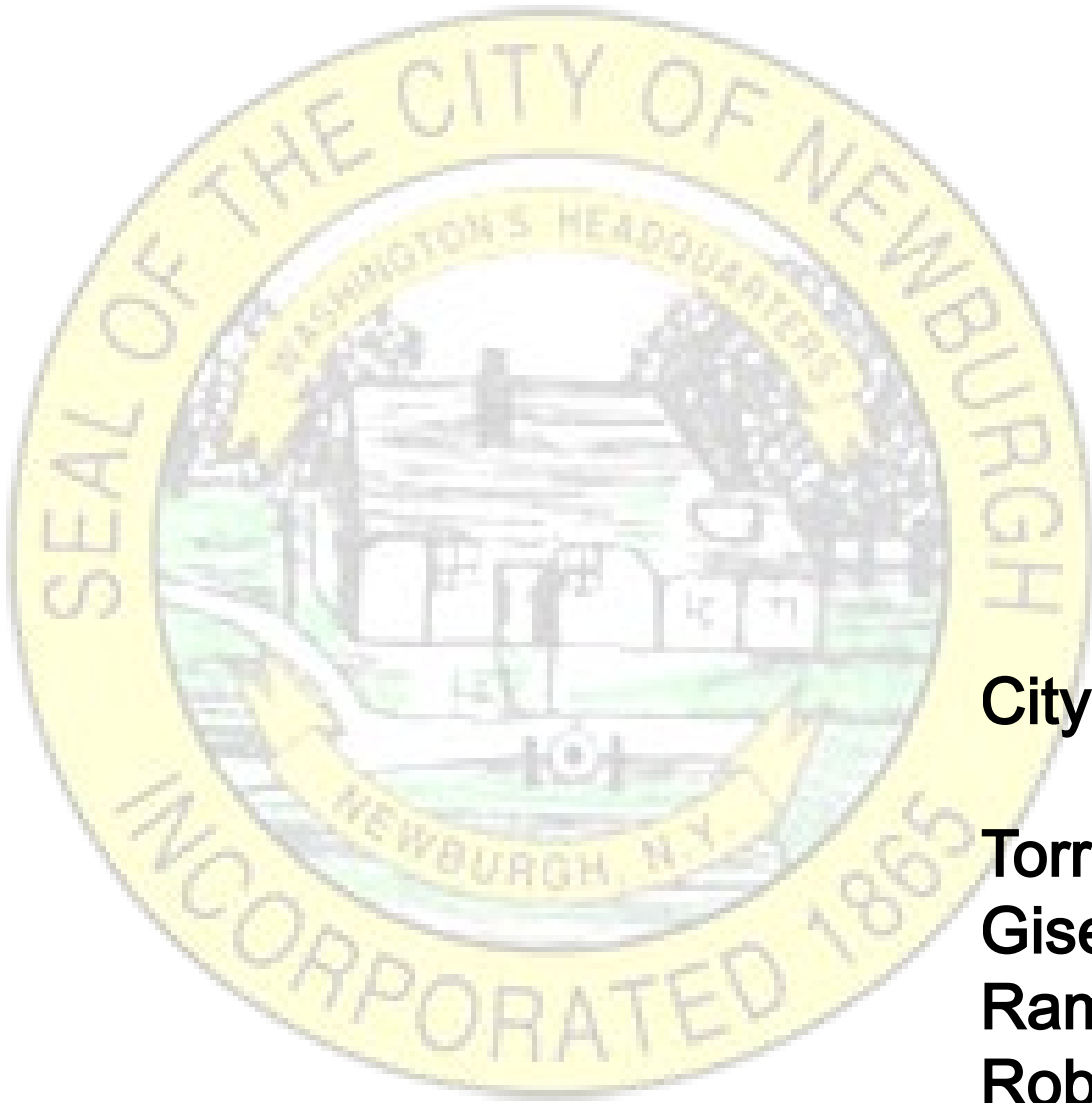

City Clerk



Community Development Block Grant (“CDBG”) FY2026 Annual Action Plan

**Department of Planning &
Development
Sept, 2025**





City of Newburgh City Council:

Torrance Harvey, Mayor

Giselle Martinez, Ward 1

Ramona Monteverde, Ward 2

Robert Sklarz, Ward 3

Patty Sofokles, Ward 4

Rob McLymore, At-Large

Omari Shakur, At-Large

City of Newburgh Community Development Goals - Refresher

- Economic Development without Displacement.
- Enhance outreach and communications with the community.
- Support a climate that values diversity, rewards independence, nourishes creativity, and brings all of us together.

Successful community building requires reestablishing trust, which takes time, patience, outreach and communication.



“CDBG” - Brief Primer



- Community Development Block Grant (CDBG) - Administered by the U.S. Department of Housing and Urban Development (HUD)
- Allocated to local and state governments on a formula basis.
- The City of Newburgh is under the Orange County Consortium (Orange County, City of Newburgh, City of Middletown).
- The City of Newburgh is required to prepare and submit a **Consolidated Plan** that establishes goals for the use of CDBG funds. The current City of Newburgh Consolidated Plan: **FY2025-FY2029**
- Projects **MUST** be consistent with national priorities for CDBG:
 - Activities that benefit low- and moderate-income people;
 - The prevention or elimination of slums or blight; or
 - Community development activities to address an urgent threat to health or safety.



Proposed FY2026 CDBG Projects/Funding

Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding
Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	\$190,000.00
Housing	Housing	Homeowner Assistance Repair Program Managed by City of Newburgh Subrecipient.	\$25,000.00
Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	\$230,000.00
Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings, Parks, Other Public Spaces.	\$170,000.00
Economic Development	Economic Development	Economic Development Activities	\$25,000.00
Quality of Life Improvements	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Summer Film Festival (Activities Subject to City of Newburgh operational approval).	\$15,000.00
	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: City of Newburgh Community Outreach Activities (Police/Fire Cadet Youth Program)	\$10,000.00
	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Workforce On-the-Job-Training (Activities Subject to City of Newburgh operational approval).	\$10,000.00
Administration	Administration	Administration Subject to 20% Annual Allocation Cap. Activities include: Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	\$155,000.00
Proposed Total FY2026 Allocation			\$830,000.00

Contingency Funding

If the actual annual allocation amount exceeds the proposed estimate, the project budgets will increase by:

Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding	% Project increase, if HUD allocation greater than proposed (approx.)
Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	\$190,000.00	No Change
Housing	Housing	Homeowner Assistance Repair Program Managed by City of Newburgh Subrecipient.	\$25,000.00	30%
Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	\$230,000.00	30%
Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings, Parks, Other Public Spaces.	\$170,000.00	20%
Economic Development	Economic Development	Economic Development Activities	\$25,000.00	No Change
Quality of Life Improvements	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Summer Film Festival (Activities Subject to City of Newburgh operational approval).	\$15,000.00	5%
	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: City of Newburgh Community Outreach Activities (Police/Fire Cadet Youth Program)	\$10,000.00	5%
	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Workforce On-the-Job-Training (Activities Subject to City of Newburgh operational approval).	\$10,000.00	10%
Administration	Administration	Administration Subject to 20% Annual Allocation Cap. Activities include: Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	\$155,000.00	No Change
Proposed Total FY2026 Allocation			\$830,000.00	

Contingency Funding

If the actual annual allocation amount is less than the proposed estimate, the project budgets will decrease by:

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding	% Project decrease, if HUD allocation less than proposed (approx.)
Projects Funded through Entitlement Grant	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	\$190,000.00	10%
	Housing	Housing	Homeowner Assistance Repair Program Managed by City of Newburgh Subrecipient.	\$25,000.00	10%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	\$230,000.00	20%
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings, Parks, Other Public Spaces.	\$170,000.00	10%
	Economic Development	Economic Development	Economic Development Activities	\$25,000.00	10%
	Quality of Life Improvements	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Summer Film Festival (Activities Subject to City of Newburgh operational approval).	\$15,000.00	10%
		Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: City of Newburgh Community Outreach Activities (Police/Fire Cadet Youth Program)	\$10,000.00	10%
		Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Workforce On-the-Job-Training (Activities Subject to City of Newburgh operational approval).	\$10,000.00	10%
	Administration	Administration	Administration Subject to 20% Annual Allocation Cap. Activities include: Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	\$155,000.00	10%
Proposed Total FY2026 Allocation				\$830,000.00	

Project: Housing

Proposed Activities:

- In Rem Property Program
- Homeowner Repair Assistance Program
(Implemented by City of Newburgh
Housing Partner)



Proposed Housing Activity: In Rem Property Program

Budget: \$190,000.00

Description:

- Activity staffed by 2 full-time Department of Public Works employees and 1 employee of the Planning & Development Department dedicated to the in-rem program.
- Provides maintenance and security of vacant properties. Keeps properties habitable, neighborhoods looking good, maintains/increases property values.



Proposed Housing Activity: Home Repair Assistance Program

Budget: \$25,000.00

Description:

- Funding for Home Repair Assistance Program for Low/Moderate Income City of Newburgh Homeowners.* Implemented through City of Newburgh Housing Partner.



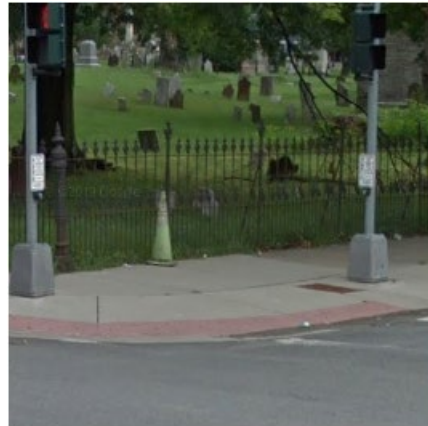
*Repairs may include: roofs, railings, steps, etc., as identified by City of Newburgh Housing Partner.

Proposed Infrastructure Improvements Activity: Curb Ramp and Sidewalk Upgrades

Budget: \$230,000.00

Description:

- Funding to continue funding Curb Ramp & Sidewalk Improvements project.



Proposed Infrastructure Improvements

Activity: Public Facility Improvements

Budget: \$170,000.00

Description:

- Funding for Public Accessibility Improvements to City of Newburgh Buildings, Parks, Other Public Spaces.



Proposed Economic Development Activity:

Business Assistance

Budget: \$25,000.00

Description:

- Funding for business assistance, such as business signage.



Proposed Quality of Life Activity: Neighborhood Services

Budget: \$15,000.00

Description (Anticipated Services):

- 2025 Summer Film Festival
- National Night Out

Important: Public Service Activity, subject to 15% Annual Allocation Cap.



Proposed Quality of Life Activity: Neighborhood Services

Budget: \$10,000.00

Description (Anticipated Services):

- City of Newburgh Community Outreach Activities, such as Community Violence Intervention (CVI) Activities.

Important: Public Service Activity, subject to 15% Annual Allocation Cap.



Proposed Quality of Life Activity: Neighborhood Services

Budget: \$10,000.00

Description (Anticipated Services):

- Workforce On-the Job-Training (Activities Subject to City of Newburgh operational approval)

Important: Public Service Activity, subject to 15% Annual Allocation Cap.



Proposed Activity: Administration

Budget: \$155,000.00

Description:

- Funding for program administration, staff salary and benefits, language translation services, program operating costs (including mailings), program trainings/conference.



FY2026 CDBG AAP Timeline

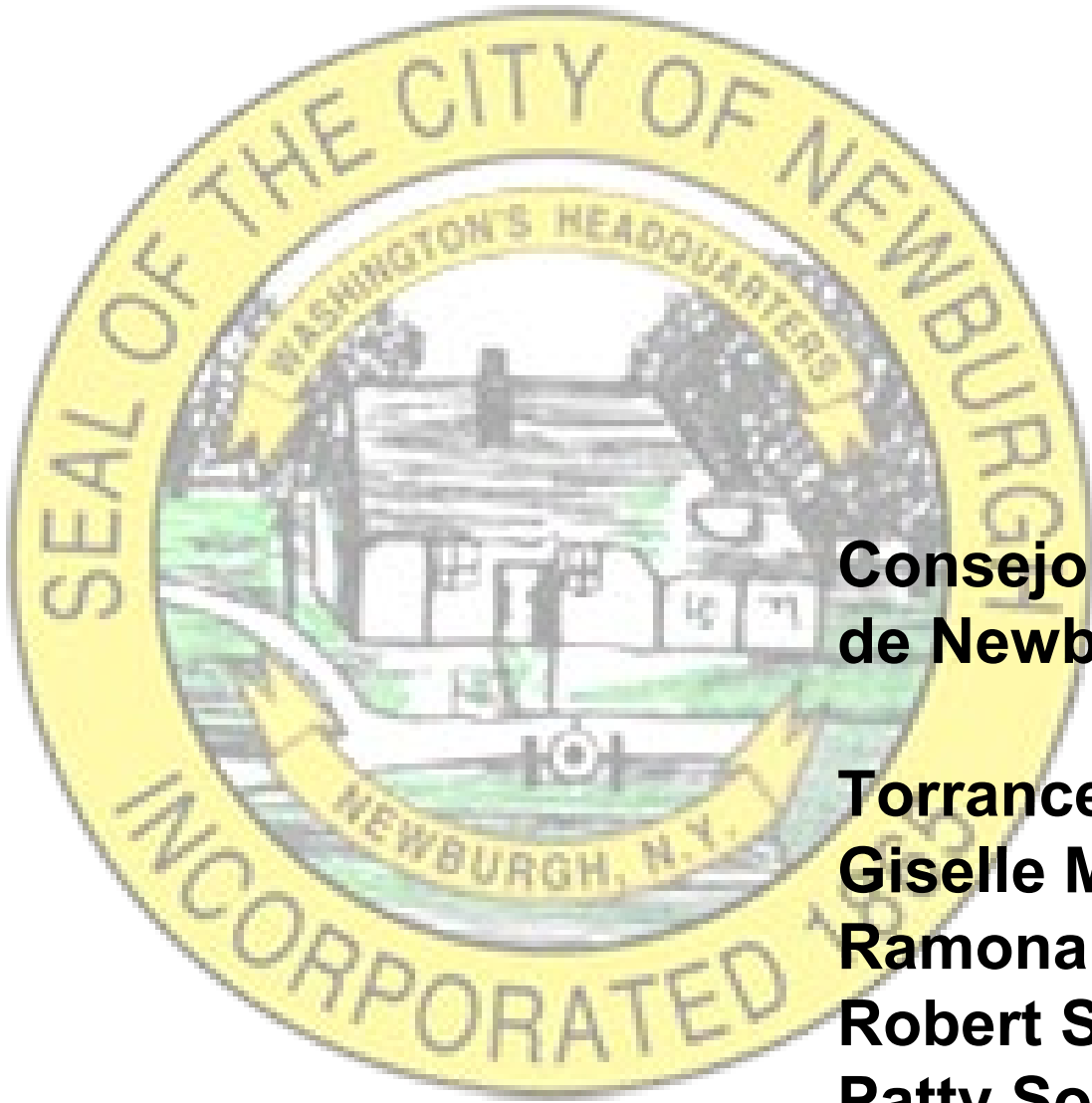


**FY 2025 COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) PROJECTS TIMELINE**



Desarrollo comunitario Subvención en bloque (“CDBG”) Plan de acción anual FY2026

**Departamento de Planificación y
Desarrollo
Sept, 2025**



Consejo Municipal de la Ciudad de Newburgh:

Torrance Harvey, Alcalde

Giselle Martinez, Distrito 1

Ramona Monteverde, Distrito 2

Robert Sklarz, Distrito 3

Patty Sofokles, Distrito 4

Rob McLymore, el comité asesor

Omari Shakur, el comité asesor

Metas de desarrollo comunitario de la ciudad de Newburgh - Actualización

- Desarrollo económico sin desplazamiento.
- Mejorar la difusión y la comunicación con la comunidad.
- Apoyar un clima que valore la diversidad, recompense la independencia, alimente la creatividad y nos una a todos.

Para construir con éxito una comunidad es necesario restablecer la confianza, lo que requiere tiempo, paciencia, promoción y comunicación.



"CDBG" - Breve introducción



- Community Development Block Grant (CDBG) - Administrado por el Departamento de Vivienda y Desarrollo Urbano de EE.UU. (HUD)
- Asignado a los gobiernos locales y estatales según un sistema basado en una fórmula.
- La ciudad de Newburgh pertenece al Consorcio del Condado de Orange (Condado de Orange, ciudad de Newburgh, ciudad de Middletown).
- La ciudad de Newburgh está obligada a preparar y presentar un **Plan Consolidado** que establezca objetivos para el uso de los fondos CDBG. El actual Plan Consolidado de la Ciudad de Newburgh: **FY2025-FY2029**
- Los proyectos DEBEN ser coherentes con las prioridades nacionales del CDBG:
 - Actividades que beneficien a personas con ingresos bajos y moderados;
 - La prevención o eliminación de barrios marginales o deterioro; o
 - Actividades de desarrollo comunitario para hacer frente a una amenaza urgente para la salud o la seguridad.



Proyectos/fondos CDBG propuestos para el año fiscal 2025

	Necesidad prioritaria atendida	Nombre del proyecto	Actividades propuestas (Ejemplos)	Financiación del
Proyectos financiados	Vivienda	Vivienda	Programa de Propiedad In Rem: Para seguir financiando los	\$190,000.00
	Vivienda	Vivienda	Programa de reparación de viviendas gestionado por la	\$25,000.00
	Mejoras de las	Mejoras de las infraestructuras	Seguir financiando el proyecto de mejora de la acera y la	\$230,000.00
	Mejoras de las	Mejoras en las instalaciones públi	Mejoras de accesibilidad pública en edificios, parques y	\$170,000.00
	Desarrollo económico	Desarrollo económico	Actividades de desarrollo económico. Entre los ejemplos de	\$25,000.00
	Mejoras en la calidad de vida	Servicios a Vecindarios	Actividad de servicio público, sujeta a un límite de asignación	\$15,000.00
		Servicios a Vecindarios	Actividad de servicio público, sujeta a un límite de asignación	\$10,000.00
		Servicios a Vecindarios	Actividad de servicio público, sujeta a un límite de asignación	\$10,000.00
	Administración	Administración	Administración Sujeta al Límite de Asignación Anual del 20%.	\$155,000.00
	Asignación total propuesta para el año fiscal 2024			\$830,000.00

Fondos de contingencia

Si el total de la asignación anual excede la estimación propuesta, los presupuestos de los proyectos aumentarán:

	Necesidad prioritaria atendida	Nombre del proyecto	Actividades propuestas (Ejemplos)	Financiación del	% Incremento del
Proyectos financiados	Vivienda	Vivienda	Programa de Propiedad In Rem: Para seguir financiando los	\$190,000.00	Ningún cambio
	Vivienda	Vivienda	Programa de reparación de viviendas gestionado por la	\$25,000.00	30%
	Mejoras de las	Mejoras de las infraestructuras	Seguir financiando el proyecto de mejora de la acera y la	\$230,000.00	30%
	Mejoras de las	Mejoras en las instalaciones públi.	Mejoras de accesibilidad pública en edificios, parques y	\$170,000.00	20%
	Desarrollo económico	Desarrollo económico	Actividades de desarrollo económico. Entre los ejemplos de	\$25,000.00	Ningún cambio
	Mejoras en la calidad de vida	Servicios a Vecindarios	Actividad de servicio público, sujeta a un límite de asignación	\$15,000.00	5%
		Servicios a Vecindarios	Actividad de servicio público, sujeta a un límite de asignación	\$10,000.00	5%
		Servicios a Vecindarios	Actividad de servicio público, sujeta a un límite de asignación	\$10,000.00	10%
	Administración	Administración	Administración Sujeta al Límite de Asignación Anual del 20%.	\$155,000.00	Ningún cambio
	Asignación total propuesta para el año fiscal 2024			\$830,000.00	

Fondos de contingencia

Si el total de la asignación anual es inferior a la estimación propuesta, los presupuestos de los proyectos se reducirán:

	Necesidad prioritaria atendida	Nombre del proyecto	Actividades propuestas (Ejemplos)	Financiación del	% Disminución del
Proyectos financiados					
	Vivienda	Vivienda	Programa de Propiedad In Rem: Para seguir financiando los	\$190,000.00	10%
	Vivienda	Vivienda	Programa de reparación de viviendas gestionado por la	\$25,000.00	10%
	Mejoras de las	Mejoras de las infraestructuras	Seguir financiando el proyecto de mejora de la acera y la	\$230,000.00	20%
	Mejoras de las	Mejoras en las instalaciones públi.	Mejoras de accesibilidad pública en edificios, parques y	\$170,000.00	10%
	Desarrollo económico	Desarrollo económico	Actividades de desarrollo económico. Entre los ejemplos de	\$25,000.00	10%
	Mejoras en la calidad de vida	Servicios a Vecindarios	Actividad de servicio público, sujeta a un límite de asignación	\$15,000.00	10%
		Servicios a Vecindarios	Actividad de servicio público, sujeta a un límite de asignación	\$10,000.00	10%
		Servicios a Vecindarios	Actividad de servicio público, sujeta a un límite de asignación	\$10,000.00	10%
	Administración	Administración	Administración Sujeta al Límite de Asignación Anual del 20%.	\$155,000.00	10%
Asignación total propuesta para el año fiscal 2024				\$830,000.00	

Proyecto: Vivienda

Actividades propuestas:

- Programa de Propiedad In Rem
- Programa de ayuda a la reparación de viviendas (ejecutado por el socio de vivienda de la ciudad de Newburgh)

Actividad de vivienda propuesta: Programa de Propiedad "In Rem"

Presupuesto: \$190,000.00

Descripción:

- Actividad a cargo de 2 empleados a tiempo completo del Departamento de Obras Públicas y 1 empleado del Departamento de Planificación y Desarrollo dedicado al programa "in rem".
- Se proporciona mantenimiento y seguridad a las propiedades desocupadas. Mantiene las propiedades habitables, los barrios en buen estado y el valor de las propiedades.



Propuesta de actividad en materia de vivienda:
Programa de ayuda a la reparación de la vivienda
Presupuesto: \$25,000.00



Descripción:

- Financiamiento para el Programa de Asistencia para Reparación de Viviendas para Propietarios de Viviendas de la Ciudad de Newburgh con Ingresos Bajos/Moderados.* Implementado a través del Socio de Vivienda de la Ciudad de Newburgh.

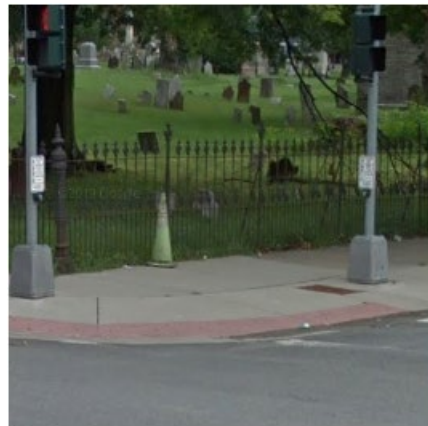
*Las reparaciones pueden incluir: techos, barandillas, escalones, etc., según lo identificado por el Socio de Vivienda de la Ciudad de Newburgh.

Propuesta de actividades para la realización de mejoras en las infraestructuras: Actualizaciones de aceras y rampas para bordillos

Presupuesto: \$230,000.00

Descripción:

- Fondos para seguir financiando el proyecto de renovación de aceras y rampas para bordillos.



Propuestas de obras de infraestructura

Actividad: Mejoras de las instalaciones públicas

Presupuesto: \$170,000.00

Descripción:

- Financiación de mejoras de accesibilidad pública en edificios, parques y otros espacios públicos de la ciudad de Newburgh.



Actividad propuesta de desarrollo económico:

Asistencia a empresas

Presupuesto: \$25,000.00

Descripción:

- Fondos de ayuda a las empresas, de carteles comerciales.



Actividad de Calidad de Vida Propuesta:

Servicios de Vecindario

Presupuesto: \$15,000.00

Descripción (servicios previstos):

- Festival de Cine de Verano 2023
- Noche Nacional Afuera “National Night Out”

**Importante: Actividad de servicio público,
sujeta a un límite de asignación anual del 15%.**



Actividad de Calidad de Vida Propuesta:

Servicios de Vecindario

Presupuesto: \$10,000.00

Descripción (servicios previstos):

- Actividades de difusión comunitaria de la ciudad de Newburgh, como las actividades de intervención comunitaria contra la violencia (CVI).

Importante: Actividad de servicio público, sujeta a un límite de asignación anual del 15%.



Actividad de Calidad de Vida Propuesta:

Servicios de proximidad

Presupuesto: \$10,000.00

Descripción (servicios previstos):

- Capacitación laboral en el lugar de trabajo (actividades sujetas a la aprobación operativa de la ciudad de Newburgh)

Importante: Actividad de servicio público, sujeta a un límite de asignación anual del 15%.



Actividad propuesta: Administración

Presupuesto: \$155,000.00

Descripción:

- Fondos para la administración del programa, salario y beneficios del personal, servicios de traducción de idiomas, gastos de funcionamiento del programa (incluido el correo), formaciones/conferencias del programa.



Calendario del PAA del CDBG para el año fiscal 2026



**Año fiscal 2026 CALENDARIO DE PROYECTOS DE LA
SUBVENCIÓN DE BLOQUE PARA EL DESARROLLO
COMUNITARIO (CDBG)**

RESOLUTION NO.: 217 - 2025

OF

OCTOBER 14, 2025

**A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1G TO
THE CONSTRUCTION CONTRACT WITH BARONE CONSTRUCTION GROUP, INC.
FOR THE WASTEWATER TREATMENT PLANT ADMINISTRATION BUILDING
REHAHBILITATION PROJECT**

WHEREAS, by Resolution No. 263-2024 of December 9, 2024, the City Council of the City of Newburgh, New York awarded a bid to Barone Construction Group, Inc. in the amount of \$1,025,000.00 for the construction of the Wastewater Treatment Plant Administration Building Rehabilitation Project; and

WHEREAS, Barone Construction Group, Inc. has submitted Change Order No. 1G to provide a credit to the contract price in the amount of \$45,938.50 for emergency repair/restoration work and permanent repair to a communication conduit and cable accidently damaged by the contractor; and

WHEREAS, the amount of \$45,938.50 shall be credited to G.8130.0200 WWTP-EQUIPMENT/INFRASTRUCTURE; and

WHEREAS, the City Council has reviewed Change Order No. 1G and has determined that approving contract changes is in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute Change Order No. 1G with Barone Construction Group, Inc. for the Wastewater Treatment Plant Administration Building Rehabilitation Project.

Date of Issuance: 8/28/2025	Effective Date: 9/ /2025
Owner: City of Newburgh	Owner's Contract No.: 7.24 – PO#36849
Contractor: Barone Construction Group, Inc.	Contractor's Project No.: GC-24-110
Engineer: Arcadis of New York, Inc.	Engineer's Project No.: 30251957
Project: WWTP Admin Building Renovation	Contract Name: 1-G - General Construction

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

Description:

This change order provides a credit to the contract price in the amount of \$45,938.50 for emergency repair/restoration work and permanent repair to communication conduit and cable which were accidentally damaged by the General Contractor during the work. The attached letter and enclosures document the damage and costs associated with the repairs.

Attachments: Letter with enclosures Dated August 28, 2025

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$1,025,000.00	Original Contract Times: Substantial Completion: <u>February 3, 2026</u> Ready for Final Payment: <u>March 5, 2026</u> days or dates
Increase from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$0.00	Increase from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$1,025,000.00	Contract Times prior to this Change Order: Substantial Completion: <u>February 3, 2026</u> Ready for Final Payment: <u>March 5, 2026</u> days or dates
Decrease of this Change Order: -\$45,938.50	Increase of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: \$979,061.50	Contract Times with all approved Change Orders: Substantial Completion: <u>February 3, 2026</u> Ready for Final Payment: <u>March 5, 2026</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: 	By: _____	By: 	By: 	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: <u>Resident Engineer</u>	Title: _____	Title: <u>President</u>	Title: _____	Title: _____	Title: _____
Date: <u>8/28/2025</u>	Date: _____	Date: <u>9/11/2025</u>	Date: _____	Date: _____	Date: _____

Letter with Enclosures Dated August 28, 2025

SENT VIA E-MAIL ONLY

Joseph Barone
Barone Construction Group, Inc.
PO Box 876
23 New Paltz Road
Highland, NY 12528

Arcadis of New York, Inc.
646 Plank Road
Suite 100
Clifton Park, NY 12065
Phone: 518 250 7300
www.arcadis.com

Date: August 28, 2025

Our Ref: 30251957

Subject: Request for Credit Change Order – Communication Conduit Damage –
WWTP Admin Building Renovation, Bid No. 7.24, Contract 1-G

Dear Mr. Barone,

This letter follows our prior correspondence dated May 28, 2025, and your response dated June 20, 2025, regarding the damage to the communication conduit and associated cabling caused by Barone Construction Group (BCG) during demolition activities at the Administration Building earlier this year.

The City of Newburgh has now received the following from TAM Enterprises:

1. Three (3) invoices for the emergency repair and restoration work completed to date.
2. A proposal for the planned installation of a new parallel conduit and cables to restore the system to its original condition.

For your reference, we are providing a cost summary of the invoices and proposal as follows:

- Emergency Repair Invoice No. 1: \$5,238.53
- Emergency Repair Invoice No. 2: \$912.00
- Emergency Repair Invoice No. 3: \$2,192.97
- Proposal for Permanent Repair: \$37,595.00

Total Credit Change Order Amount: \$45,938.50

As BCG has acknowledged responsibility for the damage, we are now formally requesting a credit change order under the WWTP Admin Building Renovation Contract 1-G for the total amount listed above. Supporting documentation, including copies of all three emergency repair invoices, the proposal for permanent repair, and previous correspondences are enclosed.

Please confirm in writing by September 5, 2025 confirming your agreement to this credit change order. Please also return an executed copy of Change Order No. 1 which will be sent under a separate transmittal. Should you have any questions or require clarification, we are available to meet and review the documentation at your convenience.

Request for Credit Change Order – Communication Conduit Damage –
WWTP Admin Building Renovation, Bid No. 7.24, Contract 1-G

Sincerely,
Arcadis of New York, Inc.



Kyle Kortright
Resident Engineer
Email: kyle.kortright@arcadis.com
Phone: 845-399-0013

CC: Jason Morris, PE – City of Newburgh
Allison Spinelli – City of Newburgh
Elizabeth Garrison – City of Newburgh
AJ Brooks, PE – Arcadis of New York, Inc.
Stephen McCorkell, RLA – Arcadis of New York, Inc.

Enclosure: Emergency Repair Invoice No. 1
Emergency Repair Invoice No. 2
Emergency Repair Invoice No. 3
Proposal for Permanent Repair
Previous Correspondences

Emergency Repair Invoice No. 1

114 Hartley Road
Goshen NY 10924



P: (845) 294-8882
F: (845) 294-8883

Invoice

Bill To: City of Newburgh
83 Broadway 4th Floor- Accts Payable
Newburgh NY 12550

ENG

Date: 05/02/2025
Invoice #: 86904

PO #:

Description	Unit	Quantity	Rate	Amount
Date of Service: 04/23/25 -05/02/25				
- Sewer Plant				
04/23/25				
(2) Electrician to:				
- Repair broken communication wires for scada system.				
- Repaired sagging 2" PVC pipe that ran along collector tank.				
- Repaired cut communication wires for RAZ pumps soldered and heat shrink wrap.				
- Tested good.				
Electrician Rate @ \$152.00/hour	hour	16.00	152.000	2,432.00
04/24/25				
Electrician to:				
- Pulled out damaged fiber optic cable.				
- Traced out route & total distance.				
- Worked on ordering replacement cable & fiber connectors.				
Electrician Rate @ \$152.00/hour	hour	2.00	152.000	304.00
05/02/25				

PAYMENTS BY CREDIT CARD:

All invoices paid by credit card will incur a 3.5% transaction fee

ELECTRONIC PAYMENTS:

Rhinebeck Bank 2 Jefferson Plaza Poughkeepsie, NY 12601

ABA Routing #221971015

Account # 7260002469

Please send payment remittance to christina@tamenterprises.com

Accounts are considered overdue on the 31st day past the invoice date.
You will be liable for all legal and collection fees.

Subtotal	\$5,238.53
Sales Tax:	\$0.00
Invoice Total	\$5,238.53

24 Hour Emergency Services - Certified Backflow Prevention Technician - Hydro Vac Excavation - Pump Station Installation & Maintenance
High Pressure Water Jetting - Video Inspection of Underground Lines - Installation of Water & Sewer Lines - Clearing of Catch Basins
Man Hole Rehabs - Sewer & Water Plant Rehabs - Confined Space Entry - Pipe Lining Services - Soil Remediation Services
Pipe Location Services - Wet Taps- Insert-AValves - Industrial Tank Pumping - Excavation Services - Emergency Sewer By-Pass Pumping

www.tamenterprises.com

Service Invoice

Continued...

Invoice#: 231973

Date: 05/02/2025

Description	Unit	Quantity	Rate	Amount
(3) Electricians to:				
- Removed old cable from activated bldg.				
- Pulled in new fiber cable from admin. bldg. to activated bldg.				
- Tried to remove old cable from activated bldg. to blower bldg. but could not move cable.				
- We will have to splice the fiber cable in activated bldg. to get the communication back.				
Electrician Rate @ \$152.00/hour	hour	8.50	152.000	1,292.00
Material:		1.00	1006.500	1,006.50
Mark up @ 18%		0.18	1006.500	181.17
Freight/Shipping		1.00	22.860	22.86

Notes

Emergency Repair Invoice No. 2

114 Hartley Road
Goshen NY 10924



P: (845) 294-8882
F: (845) 294-8883

Invoice

Bill To: City of Newburgh
83 Broadway 4th Floor- Accts Payable
Newburgh NY 12550

Date Invoice #
05/12/2025 87018

PO #:

Eng

Description	Unit	Quantity	Rate	Amount
Date of Service: 05/08/25				
- Waste Water Treatment Plant				
(2) Electricians to:				
- Repaired 2" broken PVC communication pipe.				
- Investigated the fiber run.				
Electrician Rate @ \$152.00/hour	hour	6.00	152.000	912.00

Notes

PAYMENTS BY CREDIT CARD:

All invoices paid by credit card will incur a 3.5% transaction fee

ELECTRONIC PAYMENTS:

Rhinebeck Bank 2 Jefferson Plaza Poughkeepsie, NY 12601

ABA Routing #221971015

Account # 7260002469

Please send payment remittance to christina@tamenterpises.com

Accounts are considered overdue on the 31st day past the invoice date.

You will be liable for all legal and collection fees.

Subtotal	\$912.00
Sales Tax:	\$0.00
Invoice Total	\$912.00

24 Hour Emergency Services - Certified Backflow Prevention Technician - Hydro Vac Excavation - Pump Station Installation & Maintenance
High Pressure Water Jetting - Video Inspection of Underground Lines - Installation of Water & Sewer Lines - Clearing of Catch Basins
Man Hole Rehabs - Sewer & Water Plant Rehabs - Confined Space Entry - Pipe Lining Services - Soil Remediation Services
Pipe Location Services - Wet Taps- Insert-A/Valves - Industrial Tank Pumping - Excavation Services - Emergency Sewer By-Pass Pumping

Emergency Repair Invoice No. 3

114 Hartley Road
Goshen NY 10924P: (845) 294-8882
F: (845) 294-8883

ENG

Invoice**Bill To:** City of Newburgh
83 Broadway 4th Floor- Accts Payable
Newburgh NY 12550**Date** **Invoice #**
05/14/2025 87070**PO #:**

Description	Unit	Quantity	Rate	Amount
Date of Service: 05/12/25				
- Waste Water Treatment Plant				
(3) Electricians to:				
- Installed patch panel for fiber optic cable from blower building to main control panel in admin. building.				
- Installed fiber heads.				
- Confirmed fiber was working correctly.				
Electrician Rate @ \$152.00/hour	hour	10.00	152.000	1,520.00
Electrician OT Rate @ \$228.00/hour	hour	1.00	228.000	228.00
Material:		1.00	377.090	377.09
Material Marked Up @ 18%		0.18	377.090	67.88

Notes**PAYMENTS BY CREDIT CARD:**

All invoices paid by credit card will incur a 3.5% transaction fee

ELECTRONIC PAYMENTS:

Rhinebeck Bank 2 Jefferson Plaza Poughkeepsie, NY 12601

ABA Routing #221971015

Account # 7260002469

Please send payment remittance to christina@tamenterprises.com

Accounts are considered overdue on the 31st day past the invoice date.

You will be liable for all legal and collection fees.

Subtotal	\$2,192.97
Sales Tax:	\$0.00
Invoice Total	\$2,192.97

24 Hour Emergency Services - Certified Backflow Prevention Technician - Hydro Vac Excavation - Pump Station Installation & Maintenance
High Pressure Water Jetting - Video Inspection of Underground Lines - Installation of Water & Sewer Lines - Clearing of Catch Basins
Man Hole Rehabs - Sewer & Water Plant Rehabs - Confined Space Entry - Pipe Lining Services - Soil Remediation Services
Pipe Location Services - Wet Taps- Insert-A-Valves - Industrial Tank Pumping - Excavation Services - Emergency Sewer By-Pass Pumping

www.tamenterprises.com

TTS Cable and Accessories Inc

440 S PLANK RD, NEWBURGH, NY 12550

TRANSACTION #	10920252-2072
DATE	05/12/2025 10:49 AM
RESULT	APPROVED
AUTH CODE	08763Q
TRANSACTION METHOD	KEYED
TRANSACTION TYPE	SALE
CARD	XXXX-XXXX-XXXX-9923
CARD TYPE	MASTERCARD

1 x Quick Item	\$377.09
Subtotal	\$377.09

TOTAL	\$377.09
-------	-----------------

METHOD	KEY ENTERED
CVM	NONE
MID	XXXXXXXXXXXX4752
TID	8362

Proposal for Permanent Repair

114 Hartley Road
Goshen NY 10924



P: (845) 294-8882
F: (845) 294-8883

Quote

Customer City of Newburgh
83 Broadway 4th Floor- Accts Payable
Newburgh NY 12550

Date Estimate #
07/03/2025 7424

PO #:

Description	Unit	Quantity	Rate	Amount
- City of Newburgh Sewer Plant				
TAM Enterprises Inc. is pleased to quote the following:				
Permanent repair of damaged conduit and wire.				
- Install new 2" conduit from Administrative Building to Activated Building.				
- Run 2" PVC conduit from main Scada panel to main Mcc panel as needed.				
- Hydro vac trench and refill as needed between buildings.				
- Pull in control cables, copper and fiber optic.				
- Remove and safe off old wire as needed.				
- When ready, terminate over to new wiring.				
- Test as needed.				
HydroVac w/ Operator @ \$321.00/hour	hour	24.00	321.000	7,704.00
(3) Electricians @ \$152.00/hour	hour	120.00	152.000	18,240.00
Laborer @ \$128.00/hour	hour	24.00	128.000	3,072.00
Skid Steer w/ Operator @ \$203.00/hour	hour	8.00	203.000	1,624.00
Material:		1.00	6500.000	6,500.00
- 300' of 2" PVC SCH 80 conduit @ \$700.00				

Customer Signature _____

Accepted By : _____

Subtotal	\$37,595.00
Sales Tax:	0.00
Quote Total	\$37,595.00

24 Hour Emergency Service - Certified Backflow Prevention Technician - Hydro Vacuum Excavation - Pump Station Installation & Maintenance
High Pressure Water Jetting - Video Inspection of Underground Lines - Installation of Water & Sewer Lines - Clearing of Catch Basins
Man Hole Rehabs - Sewer & Water Plant Rehabs - Confined Space Entry - Pipe Lining Services - Soil Remediation Services
Pipe Location Services - Wet Taps - Inset-A-Valves - Industrial Tank Pumping - Excavation Services - Emergency Sewer By-Pass Pumping

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Service Quote

Continued...

Invoice#: 7424

Date: 07/03/2025

Description	Unit	Quantity	Rate	Amount
- Fittings and hardware @ \$450.00				
- Copper multiconductor cable @ \$3,000.00				
- Fiber optic cable ends @ \$750.00				
- Labels, misc materials @ \$350.00				
- Backfill, grass seed and hay @ \$1,250.00				
Material Mark up @ 7%		0.07	6500.000	455.00

Notes

Previous Correspondences



BARONE CONSTRUCTION GROUP, INC.
"BUILDING A FUTURE OF EXCELLENCE"

June 20, 2025

Mr. Kyle Kortright
Resident Engineer
Arcadis of New York, Inc.
646 Plank Road, Suite 100
Clifton Park, NY 12065

RE: Notice of Damage to Communication Conduit and Request for Credit Change Order

Mr. Kortright,

Barone Construction Group, Inc. (BCG) acknowledges receipt of your letter dated May 28, 2025.

Please note that all invoices and proposals must be submitted to BCG for review and written acceptance prior to the issuance of any official credit change order. We request complete documentation supporting all labor and material costs, including but not limited to material and equipment receipts, dated labor records, and any other documentation that substantiates the work performed.

While BCG accepts full responsibility for the damages incurred, we are committed to ensuring that all remedial work remains transparent, justified, and reasonable in scope and cost. It is our intent to fully and fairly compensate the owners for the damages.

Please review and contact our office should you have any questions or if you would like to discuss the scope of work in further detail.

Sincerely,

Joseph Barone
President
Barone Construction Group, Inc.

SENT VIA E-MAIL ONLY

Joseph Barone
Barone Construction Group, Inc.
PO Box 876
23 New Paltz Road
Highland, NY 12528

Arcadis of New York, Inc.
646 Plank Road
Suite 100
Clifton Park, NY 12065
Phone: 518 250 7300
www.arcadis.com

Date: May 28, 2025

Our Ref: 30251957

Subject: Notice of Damage to Communication Conduit and Request for Credit
Change Order – WWTP Admin Building Renovation, Bid No. 7.24, Contract 1-G

Dear Mr. Barone,

On March 27, 2025, during the demolition of the precast concrete panels on the west side of the Administration Building, laborers from Barone Construction Group (BCG) dropped a section of concrete onto an existing 2-inch PVC conduit. This conduit houses critical communication infrastructure, including one fiber cable and twelve CAT6 cables, which transmit essential signals from process equipment throughout the Wastewater Treatment Plant (WWTP) to the Supervisory Control and Data Acquisition (SCADA) system.

Arcadis observed the damage to the conduit on March 28, 2025. While the conduit itself was fractured, the cables inside were initially undamaged. That same day, Arcadis issued direction to BCG via email to temporarily protect the exposed cables from water intrusion and to proceed with a permanent repair using a split-type conduit repair system. BCG acknowledged and agreed to perform the repair and ordered the necessary materials.

On April 16, 2025, BCG attempted to install the repair system. During preparation, it is understood that a BCG worker, while cutting the conduit square, inadvertently damaged several of the enclosed cables. Arcadis was not notified of this incident until April 25, 2025, when representatives from Arcadis, the City of Newburgh Engineering Department, and the WWTP operations staff observed the damage. The observed damage included severing of the fiber cable and cuts to seven CAT6 cables, impairing SCADA functionality and compromising the monitoring and control systems critical to maintaining compliance with the NYSDEC SPDES permit.

In response to the emergency, the City retained TAM Enterprises (TAM) to mitigate further risk and restore communication. On April 23, 2025, TAM repaired the CAT6 cables and utilized spare undamaged cables within the conduit to reestablish partial communication. On April 24, 2025, TAM removed the damaged fiber cable between the Administration Building and the Activated Sludge Pump Building, traced the route, and ordered replacement cable and connectors. The new fiber cable was successfully pulled between the Administration Building and Activated Sludge Pump Building on May 2, 2025.

However, due to a blockage in the underground conduit between the Activated Sludge Pump Building and the Blower Building, the fiber cable could not be removed in its entirety. As a result, TAM installed a fiber patch panel within the Activated Sludge Pump Building to splice the new cable and restore connectivity to the Blower Building. The installation was completed and communications fully restored during the week of May 12, 2025.

Notice of Damage to Communication Conduit and Request for Credit
Change Order – WWTP Admin Building Renovation, Bid No. 7.24, Contract 1-G

Although the fiber line has been replaced, the repairs made to the CAT6 cables are considered temporary, and the spares utilized must be replaced to maintain system reliability. Given the limited space within the existing conduit and the risk of damaging the newly installed fiber cable, it is not feasible to remove and replace the damaged CAT6 cables in place. Therefore, the City plans to have TAM install a new parallel PVC conduit and pull new CAT6 cables to restore the system to its original condition.

As a result of this incident, the City of Newburgh intends to recover all associated costs from Barone Construction Group. These costs will be recouped through a credit change order under the existing contract for the WWTP Administration Building Renovation, Bid No. 7.24, Contract 1-G, General Construction.

Please respond in writing to confirm your agreement to this cost recovery via a credit change order, as outlined above.

Please note that invoices from TAM for the emergency work performed to date are expected shortly. Additionally, Arcadis has requested a proposal from TAM for the installation of the new conduit and replacement CAT6 cables. A comprehensive cost breakdown will be provided to BCG once all necessary documentation has been received and reviewed.

Sincerely,
Arcadis of New York, Inc.



Kyle Kortright
Resident Engineer
Email: kyle.kortright@arcadis.com
Phone: 845-399-0013

CC. Jason Morris, PE – City of Newburgh
Allison Spinelli – City of Newburgh
Elizabeth Garrison – City of Newburgh
AJ Brooks, PE – Arcadis of New York, Inc.
Stephen McCorkell, RLA – Arcadis of New York, Inc.
Richard Bolde – Inframark

RESOLUTION NO.: 218 - 2025

OF

OCTOBER 14, 2025

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH
ACA ENVIRONMENTAL SERVICES, INC. FOR SERVICES RELATED TO ASBESTOS
ABATEMENT AT THE DELANO-HITCH RECREATION PARK STORAGE BUILDING
IN AN AMOUNT NOT TO EXCEED \$24,330.00**

WHEREAS, in accordance with the City of Newburgh Procurement Policy, the City solicited three (3) quotes for services related and incidental to asbestos abatement at the Delano-Hitch Recreation Park storage building; and

WHEREAS, ACA Environmental Services, Inc. submitted the lowest price quotation responsive to the City's requirements; and

WHEREAS, this Council finds it to be in the best interest of the City of Newburgh to enter into a contract with ACA Environmental Services, Inc. for services related and incidental to asbestos abatement at the Delano-Hitch Recreation Park storage building; and

WHEREAS, the cost of these services will total an amount not to exceed \$24,330.00 and be paid from A.7140.0208 - Recreation/Construction and Major Alterations;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to enter into a contract with ACA Environmental Services, Inc. for services related and incidental to asbestos abatement at the Delano-Hitch Recreation Park storage building in an amount not to exceed \$24,330.00.

CITY OF NEWBURGH
Professional Services Agreement

This professional services agreement (“Agreement”) is made and entered into this _____ day of _____, 2025, by and between the City of Newburgh, a municipal corporation, with an office address of 83 Broadway, Newburgh, New York 12550 (“City”), and ACA Environmental Services, Inc., with an office address of One Hayes Street, Elmsford, New York 10523 (“Contractor”).

WITNESSETH

WHEREAS, Contractor, in consideration of the terms and conditions herein, agrees to furnish labor, materials, and equipment, and to perform work necessary to complete, in a skillful and professional manner, services related and incidental to asbestos abatement at the Delano-Hitch Recreation Park storage building.

WHEREAS, the City seeks Contractor’s services in order to assist the City to advance the City’s goals and objectives.

WHEREAS, Contractor shall provide such services as more fully described in this Agreement, along with any schedules or exhibits, which are incorporated by reference and made part of this Agreement, as follows:

Schedule A – Scope of Services (hereafter referred to as “Services”)

Schedule B – Contractor Proposal, dated September 19, 2025, including Fee Schedule.

WHEREAS, the term shall begin upon receipt of a fully-executed Agreement by Contractor from the City, with work elements being started during the term and continuing to completion and acceptance by the City.

WHEREAS, the basic services amount to be expended under this Agreement shall not exceed **\$24,330.00**, with payment being made in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, In consideration of the statements and conditions herein, the City does hereby engage Contractor to perform the services, and Contractor does hereby agree to perform such services described herein. The City and Contractor agree as follows:

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

1. GENERAL OBLIGATIONS OF CONTRACTOR

- 1.1 This Agreement incorporates by reference as if set forth herein the Contractor's proposal dated **September 19, 2025** and any subsequently submitted documents, communications and representations ("Proposal Documents") utilized by the City in evaluating the Contractor for award of this Agreement.
- 1.2 This Agreement sets forth the general terms and conditions governing the entire Scope of Services (**Exhibit A**) that the City may seek and the actual Services obligated by the City pursuant to a properly executed Task Order. This Agreement alone does not obligate compensation to be paid by the City or Services to be performed by the Contractor. Services and compensation for such Services shall only be obliged upon the proper and complete execution of a Task Order.
- 1.3 The Contractor shall thoroughly familiarize itself with the nature and scope of the Scope of Services under this Agreement and with matters which may affect this Scope of Services, including the Law governing the Scope of Services and this Agreement. "Law" means all federal, state, and local statutes, laws, codes, ordinances, decrees, rules, regulations, requirements, required permits and licenses, and orders, of any governmental authority, entity, or agency whether federal, state, municipal, local, or other government body or subdivision. Any failure by the Contractor to thoroughly familiarize itself with and understand such matters shall not relieve the Contractor of its obligations under this Agreement or any Task Order hereunder.
- 1.4 The Contractor shall perform the Services contained in any Task Order that conforms to generally accepted industry and professional practices, and the care and skill ordinarily exercised, for such Services. The Contractor will perform work under this contract by competent personnel under the management, supervision, and direction or employment of, the Contractor.
- 1.5 The Contractor shall commit adequate resources to perform the Services.
- 1.6 The Contractor shall submit all compliance documentation required by the City in any attachments hereto, or otherwise required by any RFP or Task Order(s) related to the Services.

2. GENERAL OBLIGATIONS OF THE CITY

- 2.1 City agrees to compensate the Contractor for its performance of the Services under any proper and fully executed Task Order at the schedule set forth in the applicable Task Order and at the rates established in **Exhibit B** (also referred to herein as the "Pricing Matrix" or the "Fee Schedule"). Contractor agrees that in no event will the City pay the Contractor more than **\$24,330.00** ("Total Fee") for the Services under all Task Orders under this Agreement. The Contractor under no circumstances shall exceed the Total

Fee without a properly and fully executed modification placed against this Agreement. the City will not be obligated to remit payment to the Contractor for any fees or expenses (including termination costs and travel expenses) if to do so would exceed the Total Fee, and the Contractor shall not be obligated to continue performance if to do so would cause the Contractor's fees to exceed the Total Fee, unless and until the Parties properly and fully execute a modification against this Agreement.

2.2 The City shall, in its sole discretion, determine the extent to which it will use the Services of the Contractor. This Agreement does not guarantee any minimum number of hours or amount of funds to be utilized over its term.

2.3 Nothing herein is intended nor shall it be construed as creating any exclusive arrangement with the Contractor. The Contractor shall not restrict the City from contracting with other entities for any or all of the Services contained in the Scope of Services.

3. TASK ORDERS

3.1 All Services and compensation shall be obligated pursuant to a Task Order, which shall include a Statement of Work that will set forth the specific Services required by the City.

4. TERM OF AGREEMENT

4.1 This Agreement shall commence as of the Effective Date and shall terminate one (1) year from the Effective Date. Any extension of this Agreement shall be mutually agreed to by the Parties in writing through a modification to the Agreement. If the Agreement is not modified, unless otherwise instructed by the City, by the end of the period of the Agreement, Contractor shall deliver any and all Property belonging to the City to a location designated by the City. In addition, the Contractor, at no additional cost, shall: (a) cooperate at the direction of the City in the orderly transition of the Services to its successor; and (b) undertake the orderly cessation of the Services. For the purposes of this provision, "Property" means all tangible and real property owned or leased by the City. the City property includes both the City-furnished and Contractor-acquired property. the City property includes material, equipment, special tooling, special test equipment, and real property.

5. CONTRACTOR REPRESENTATIONS AND WARRANTIES

5.1 Contractor represents that:

5.1.1 The Contractor is a company in good standing and qualified to carry on business in the State of New York and has the approval, capacity, and authority to enter into

this Agreement and to perform the obligations of the Contractor under this Agreement.

- 5.1.2 This Agreement does not in any way conflict with any other agreements of the Contractor.
- 5.1.3 The Contractor possesses the business, professional, and technical expertise, and training required to perform the Services.
- 5.1.4 The Contractor has or shall obtain, or cause to be obtained, all personnel necessary, with appropriate education, experience and expertise, to undertake and provide the Services in a manner satisfactory to the City.
- 5.1.5 The Contractor possesses the equipment, facilities, and employees to perform the obligations under this Agreement.
- 5.1.6 The Contractor and/or its facilities, employees, or agents, have been issued, as of the date of this Agreement and throughout the term of the Agreement, all material licenses or certificates necessary to perform the Services.
- 5.1.7 That all documents, including, but not limited to, invoices, billings, back-up information for invoices, and reports submitted by the Contractor to the City in connection with the Services are complete and accurate to the best of the knowledge of the Contractor. The Contractor represents that the City, for whatever purpose, may rely upon all such documents and the data therein as being complete and accurate. The Contractor agrees to promptly notify the City upon discovery of any instances where the Contractor becomes aware of any discrepancies in relation to documents under this Section.

6. INSPECTION & ACCEPTANCE

- 6.1 Not applicable.

7. PAYMENT AND ACCOUNTING PROCEDURES

- 7.1 Payment for all Services shall be made in United States currency.
- 7.2 Payment will only be made upon receipt of an accurate and complete invoice from the Contractor for Services rendered, in conformance with the Task Order's payment schedule.
- 7.3 The City reserves the right to refuse payment on any portion thereof, until such portion is acceptably presented.

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- 7.4 Except as may be specifically provided in the Task Order, the Contractor is solely responsible for all the Contractor's costs and any other expenses necessarily and incidentally incurred in order to complete the Services.
- 7.5 Contractor shall submit an electronic invoice to the City's Comptroller. Each invoice must include all applicable supporting documentation, which may include but are not limited to:
- 7.5.1 Name and address of the Contractor;
 - 7.5.2 Invoice date and number;
 - 7.5.3 Task Order number;
 - 7.5.4 Description of services, quantity of Services, unit or rate of measure of the items delivered;
 - 7.5.5 If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - 7.5.6 Terms of any discount for prompt payment offered;
 - 7.5.7 Receipts and expense reports;
 - 7.5.8 Subcontractor invoices;
 - 7.5.9 Name and address of official to whom payment is to be sent;
 - 7.5.10 Name, title, and phone number of person to notify in the event of defective invoice; and
 - 7.5.11 Additional information as reasonably required by the City Comptroller.
- 7.6 All amounts paid by the City to the Contractor are subject to audit by the City, as set forth in Section 10 of this Agreement.
- 7.7 Payment received hereunder shall be the full and complete satisfaction of any and every claim resulting from the approved items.
- 7.8 The City's payment of all or a part of an invoice shall neither relieve the Contractor of any of its obligations under this Agreement nor constitute a waiver of any claims by the City.
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8. TERMINATION

- 8.1 Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Agreement shall, at the option of the the City, become the City's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor. The City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.
- 8.2 Termination for Convenience. the City may terminate this Agreement at any time by giving at least ten (10) business days' notice in writing to the Contractor. If this Agreement is terminated by the City as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.
- 8.3 Upon termination of this Agreement, the Contractor, at no additional cost, shall: (a) cooperate at the direction of the City in the orderly transition of the Services to its successor; and (b) undertake the orderly cessation of the Services.

9. SUPERVISION OF SERVICES

- 9.1 The the City may, upon reasonable prior notification, call meetings which shall be attended by representatives of the Contractor.
- 9.2 The Contractor will cooperate with the City at all times during the performance of Services and promptly study and act upon, as is commercially reasonable, all the City recommendations and proposals.
- 9.3 The Contractor shall cooperate with the City in promptly completing and submitting all documents and records required by the City or other authorized representatives and otherwise comply with all applicable orders, administrative rules, regulations and procedures of the City for the proper administration of the Services.

10. INSURANCE AND INDEMNITY

- 10.1 Indemnity: Contractor agrees to hold harmless and to indemnify the City, its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, Contractors, agents, managers, representatives, and affiliates (collectively, "the City"), from and against any and all losses, including but not limited to expenses, claims, demands, damages, judgments, liabilities or alleged liabilities, and reasonable attorneys' fees, for any tort caused by Contractor in the performance of its duties under this Agreement.

The risk of loss for property damage during the course of construction or other work shall pass to the City only after completion of the all work enumerated in this Agreement.

- 10.2 Insurance: Contractor shall procure and maintain, at its sole cost and expenses, in full force and effect without interruption during all periods of services covered by this Agreement, the Services or Scope of Services, or any Task Order(s), insurance of the type, and with the limits and deductibles, as follows:

10.2.3 Commercial General Liability Insurance. In an amount not less than one million dollars (\$1,000,000.00) per claim, bodily injury (including death) and property damage combined; one million dollars (\$1,000,000.00) per occurrence for personal and advertising injury; two million dollars (\$2,000,000.00) products/completed operations aggregate; and two million dollars (\$2,000,000.00) per location aggregate. Such insurance shall be written on an "occurrence" basis and shall apply on a primary, non-contributory basis irrespective of any other insurance, whether collectible or not. The policy(ies) shall be endorsed to name the City of Newburgh "Additional Insureds."

10.2.4 Comprehensive Automobile Liability. In an amount not less than one million dollars (\$1,000,000.00) combined single limit for both bodily injury and property damage covering all owned, non-owned and hired vehicles utilized in or related to Contractor's activity or performance under the Agreement, the Services or Scope of Services, or any Task Order(s).

10.2.5 Workers' Compensation Insurance and Disability Benefits Insurance. Covering employers' liability, workers compensation coverage, and disability benefits coverage as required by the provisions of the Workers' Compensation Law (WCL) of the State of New York.

10.2.6 Standard "All Risk" Property Insurance. Not applicable.

10.2.7 Excess Liability Insurance. Not applicable.

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- 10.2.8 Pollution Mitigation and/or Abatement Contractor Clause. Contractor shall provide a separate policy or general insurance policy rider for Contractor's Pollution Liability ("CPL") insurance in an amount not less than two million (\$2,000,000.00) on a claims-made basis and with tail coverage for a minimum of two (2) years.
- 10.3 All policies shall be written with insurance companies licensed to do business in New York and rated not lower than A+ in the most current edition of AM Best's Property Casualty Key Rating guide. All policies will provide primary coverage for obligations assumed by Contractor under this Agreement, the Services or Scope of Services, or any Task Order(s), and shall be endorsed to provide that the City shall receive thirty (30) days prior written notice in the event of cancellation, non-renewal or material modification of such insurance.
- 10.4 The Contractor shall provide Certificates of Insurance to the City prior to the commencement of work, and prior to any expiration or anniversary of the respective policy terms, evidencing compliance with all insurance provisions set forth above, and shall provide full and complete copies of the actual policies and all endorsements upon request. Failure to provide adequate or proper certification of insurance, specifically including the City as "Additional Insureds", shall be deemed a breach of contract.
- 10.5 An Accord Certificate of Insurance is an acceptable form to submit evidence of all forms of insurance coverage except Workers' Compensation Insurance and Disability Benefits Insurance. For evidence of Workers' Compensation Insurance, the contractor must supply one of the following forms: Form C-105.2 (Certificate of Workers' Compensation Insurance issued by a private carrier), Form U-26.3 (Workers Compensation Insurance issued by the State Insurance Fund), Form SI- 12 (Certificate of Workers' Compensation Self- insurance), Form GSI-105.2 (Certificate of Participation in Workers' Compensation Group Self-Insurance), or CE-200 (Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage). For evidence of Disability Benefits Insurance, the contractor must supply one of the following forms: Form DB-120.1 (Certificate of Disability Benefits Insurance), Form DB-155 (Certificate of Disability Benefits Self-Insurance), or CE-200 (Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage).
- 10.6 Subcontractors under this Agreement shall only be subject to b(i)-(iv) of this Section, except that (b)(vi)-(vii) shall apply where applicable. However Contractor shall require subcontractors to maintain greater limits and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are (a) generally imposed by the Contractor given its normal course of business for subcontracts for similar services to those being provided by the subcontractor at issue; or (b) reasonable and customary in the industry for similar services to those anticipated hereunder.
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- 10.7 This Agreement shall be binding on, and inure to the benefit of, the successors and permitted assigns of the parties.

11. ASSIGNMENT AND SUBCONTRACTING

- 11.1 The right to assign this Agreement or subcontract any of the Services under a Task Order to this Agreement is generally prohibited without prior written approval of the City.
- 11.2 Any change of control by the Contractor, shall be deemed an assignment that requires prior written consent. A "change of control" includes any merger, consolidation, sale of all or substantially all of the assets of the Contractor.
- 11.3 As part of any subcontract hereunder, after Contractor receives written approval, the Contractor must incorporate the terms of this Agreement in its subcontract, including those Insurance requirements which are applicable to subcontractors pursuant to Section 11(b), so that the terms apply in the same manner and with the same effect as set forth in this Agreement and Task Orders hereunder. If the Contractor does subcontract out any portion of the Services, after notice and consent are given, nothing contained in this Agreement or otherwise, shall create any contractual relationship between the City and the Contractor's subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the City for the acts and omissions of its subcontractors of any level or tier and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of Contractor and for persons directly employed by the Contractor.
- 11.4 The Contractor's obligation to pay its subcontractors is an independent obligation from the City's obligation to make payments to the Contractor. As a result, the City shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

12. COMPLIANCE WITH LAW

- 12.1 The Contractor shall comply with all Law applicable to this Agreement and the Services performed hereunder.
- 12.2 The Contractor shall promptly notify the City in writing upon discovery of any failure, or any allegation of any failure, of the Contractor to comply with any applicable Law relevant to the performance of Services or any requirement of this Agreement.
- 12.3 Duties and obligations imposed by the Agreement, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed by applicable Law.

13. MISCELLANEOUS PROVISIONS

- 13.1 Force Majeure. Any delay or failure of either party to perform its obligations hereunder shall be suspended if, and to the extent, caused by the occurrence of a Force Majeure. In the event that either Party intends to rely upon the occurrence of a force majeure to suspend or to terminate its obligations, such Party shall notify the other Party in writing immediately, or as soon as reasonably possible, setting forth the particulars of the circumstances. Written notices shall likewise be given after the effect of such occurrence has ceased. "Force Majeure" means riots, wars, civil disturbances, insurrections, acts of terrorism, epidemics, acts of nature whose effects prevent safe passage of vehicles upon state or federal highways for a continuing period of not less than fourteen (14) days and federal or state government orders, any of which is beyond the reasonable anticipation or control of the applicable Party and which prevents performance of this Agreement, but only to the extent that due diligence is being exerted by the applicable Party to resume performance at the earliest possible time.
- 13.2 Calendar Days. Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, including weekends and Federal Holidays, unless otherwise expressly provided. To the extent a deadline falls on a weekend or Federal Holiday, the next business day shall be the applicable deadline.
- 13.3 No Third Party Beneficiary. This Agreement is intended solely for the benefit of the Parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction or of any party in connection therewith.
- 13.4 Authorization. The Contractor, or the representative(s) signing this Agreement on behalf of the Contractor, represents that the Contractor has full power and authority to enter into this Agreement and to perform the obligations set forth herein, and that the representatives signing this Agreement have the authority to execute this Agreement on behalf of the Contractor and to bind the Contractor to its contractual obligations hereunder.
- 13.5 Survivability. Notwithstanding any other provisions of this Agreement or a Task Order hereunder, or any general legal principles to the contrary, any provision of this Agreement, including all Appendices, Exhibits, Task Orders, modifications and any other related Agreement document that imposes or contemplates continuing obligations on a Party will survive the expiration or termination of this Agreement.
- 13.6 Notice for either party may be served by delivering it in writing via any form of United States Postal Service that contains a tracking number, or by Federal Express, or by United Parcel Service, to the respective party and address as shown on the Agreement page.

Notice served upon the City shall be delivered to:

City of Newburgh
attn.: City Engineer
83 roadway
Newburgh, New York 12550

with copy to:

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

Notice served upon Contractor shall be delivered to:

ACA Environmental Services, Inc.
One Hayes Street
Elmsford, New York 10523

- 13.7 In the event of any claims made or any actions brought against the City in connection with the Agreement, Contractor agrees to provide all information and assistance in the City's opinion that is reasonably necessary to defend such Claim.
- 13.8 The State courts located in New York State, County of Orange, shall have exclusive jurisdiction to adjudicate any disputes arising out of or relating to, this Agreement. Each party hereto consents to the jurisdiction of such court and waives any right it may otherwise have to challenge the appropriateness of the forum for any reason. Arbitration shall not be used to resolve any claims, controversies, or disputes between the parties.
- 13.9 This Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to any conflict of laws principles that may apply.
- 13.10 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. Any changes to this Agreement may be amended by mutual consent of the parties hereto in writing.

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- 13.11 This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.
- 13.12 In the event that any provision of this Agreement is held to be unenforceable under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its terms.
- 13.13 In the event that any conflict of terms exists between this Agreement and Contractor's proposal (Schedule B), the terms of the Agreement shall prevail. In the event of conflict or ambiguity, the City retains the exclusive right to interpret the meaning or intent of such terms.

14. CERTIFICATION FOR FEDERAL-AID CONTRACTS (IF APPLICABLE)

- 14.1 Should this Agreement, or any portion thereof, be funded with federal aid, Contractor certifies, by signing this Agreement, to the best of its knowledge and belief, that:
- 14.1.2 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 14.1.3 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 14.1.4 The signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership):
- 14.1.5 Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- 14.1.6 Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

14.1.7 Does not have a proposed debarment pending; and

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

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[Signature and Acknowledgment Pages to Follow]

DRAFT

Signature Page
Agreement for Professional Services
ACA Environmental Services, Inc.

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

DATED: _____, 2025 CITY OF NEWBURGH

By: _____

Name: Todd Venning

Title: City Manager

Per Res.: _____-2025

DATED: _____, 2025 ACA ENVIRONMENTAL SERVICES, INC.

By: _____

Name: _____

Title: _____

Acknowledgment Page
City of Newburgh with ACA Environmental Services, Inc.

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

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

NOTARY PUBLIC

STATE OF _____)
) ss.:
COUNTY OF _____)

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

NOTARY PUBLIC

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[Schedules to Follow]

SCHEDULE A [Scope of Services]

Remove and dispose of all non-friable asbestos-containing floor tiles and associated mastic within the Delano-Hitch Recreation Park Storage Building, located at 401 Washington Street, Newburgh, NY 12550, based upon, but not limited to, a Pre-Demolition Environmental Survey Report dated February 22, 2025 and prepared by Quality Environmental Solutions & Technologies, Inc. (Project #256537) ("Report"). Contractor acknowledges prior receipt and sufficient opportunity to review said report.

Contractor shall perform all work on this project in compliance with Title 12 NYCRR Part 56, and all Federal, State, and Local legal requirements. Contractor acknowledges that the City shall have Stop Work authority over all work activities occurring at the site. Removal of ACM building materials subject to this Agreement shall include ACM floor tiles and associated mastic within the Delano Hitch Recreation Park Storage Building, including all flooring layers and mastic down to the concrete substrate.

Contractor's lump sum price shall include all costs for labor, materials, insurance, performance bond, mobilization, transportation and disposal, DOL notification fees, and equipment necessary for cleanup, removal and disposal of the ACM identified within the report.

Contractor shall commence and complete the work within one month of receipt of a fully-executed Agreement, notwithstanding the termination date of this Agreement.

Contractor shall coordinate the removal project with the City to allow for sufficient time within the designated work shift to 1) remove ACM, 2) remove and properly package all ACM waste for disposal, and 3) thoroughly clean and HEPA vacuum the entire work area. In addition to providing access to GFCI electrical power within the regulated work area, Contractor shall provide access to GFCI electrical power and perform the air monitoring for this project immediately adjacent to the regulated area.

Contractor shall provide, require and ensure the use of Personal Protective Equipment (PPE), including but not limited to protective clothing, such as coveralls or similar whole-body clothing, head coverings, gloves and foot coverings for any employee entering the regulated area. Contractor shall provide, require and ensure the use of respiratory protection for all employees entering the regulated area. Contractor shall be responsible for complying with applicable provisions of 29 CFR 1926, 29 CFR 1910 and all legal requirements during execution of the entire work scope.

Contractor shall receive the area as is. There is no power available at the project site. Contractor is responsible for providing and securing all power in the work area and establishing all temporary GFCI hookups necessary to complete the work. The location of all temporary electrical/water sources shall be coordinated with the City's Engineer. The location for placement of all temporary

facilities, equipment and containers shall be permitted, if applicable and shall be approved by the City's Engineer.

Contractor shall be responsible for providing all labor, material and equipment for timely preparation and submittal of all required Regulatory Notifications and associated fees. Contractor shall be responsible for obtaining all necessary permits, prepare and submit all required applications and pay all associated fees for conduct of this asbestos abatement project. Copies of all pending or approved applications and notifications with documentation of payment shall be provided to the City. The Abatement Contractor's authorized representative shall provide copies of all NYSDOL & EPA Notifications.

Contractor and the City Engineer shall perform a detailed visual inspection at the end of the final cleaning work shift to ensure that all ACM materials have been properly removed from the work area. The City's third-party air monitor shall perform Aggressive Clearance Air Sampling at the completion of abatement. Upon notification of satisfactory clearance air monitoring from the City's third-party monitoring firm, Contractor shall break down the work area and demobilize from the site. In the event clearance air monitoring results are not acceptable, Contractor shall immediately re-clean the work area, using HEPA vacuum equipment. The cost of re-cleaning and re-testing shall be Contractor's responsibility.

All waste generated as part of the asbestos project shall be removed from the site within 48 hours after successful completion of final cleaning and clearance air sampling for all regulated abatement work areas at the site. All waste generated during the asbestos project shall be legally disposed of at an approved landfill facility. All generated waste removed from the site must be documented, accounted for and disposed of in compliance with the requirements of EPA NESHAP. All documentation, including but not limited to manifests produced from waste disposal, shall be submitted to the City with corresponding applications for payment.



ACA ENVIRONMENTAL SERVICES, INC.

September 19, 2025
Via E-Mail
rvanvlack@cityofnewburghny.gov

To: Mr. Robert VanVlack
City of Newburgh Purchasing Agent
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: Bid Proposal – Solicitation No. 9.
Asbestos Abatement for the Delano Hitch Recreation Park Storage Building
401 Washington Street, Newburgh, NY 12550.

Dear Mr. VanVlack,

Please accept this letter and the enclosed bid proposal for the Asbestos Abatement for the Delano Hitch Recreation Park Storage Building, as advertised on September 19, 2025. ACA Environmental Services, Inc., is pleased to submit our bid for this project.

With 40+ years of experience in the abatement industry, we have a proven track record of delivering high-quality results within budget and on schedule. We are confident that our expertise and commitment to excellence will ensure the successful completion of this project and meet your expectations.

I, Fred Lattrell, Vice President of ACA Environmental Services, Inc., submit this bid and confirm that I am duly authorized to negotiate and be a contract signatory on this project.

Thank you for considering our proposal. We look forward to the opportunity to discuss this project further with you.

Sincerely,



Fred Lattrell, Vice President
fred@acaenv.com

WE ARE YOUR DOL



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

ASBESTOS HANDLING LICENSE

ACA Environmental Services, Inc.
One Hayes Street, Elmsford, NY, 10523

License Number: 28919

License Class: FULL

Date of Issue: 08/20/2025

Expiration Date: 09/30/2026

Duly Authorized Representative: Patrick Fitzgerald

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

A handwritten signature in black ink, appearing to read "Amy Phillips".

Amy Phillips, Director
For the Commissioner of Labor

**ACA ENVIRONMENTAL SERVICES, INC.**

One Hayes Street, Elmsford, New York 10523

PHONE (914) 965 - 5829

FAX (914) 965 - 7597

**5 MAJOR PROJECTS OVER THE LAST 5 YEARS
2021 - 2025**

Client, Project Location	Contract Amount	Reference	Scope of Work
Skanska USA Building, Inc. For Regeneron Pharmaceuticals Sleepy Hollow, New York 10591 (May 2021)	\$ 3,072,550	Regeneron Pharmaceuticals Director – EHS Ms. Elizabeth Green (914) 847-7666	Removal of 16,220 sf sheetrock joint compound, 6,400 sf vinyl tile and mastic, 1,050 lf pipe fittings, 975 sf duct caulk
New York Presbyterian Hospital Weill Cornell – F Building New York, New York 10021 (June 2025)	\$2,547,335	New York Presbyterian – Project Manager Ms. Monica Ciavarelli (917) 618-0120	Removal of 3,200 square feet of corkboard seam caulk and 2,801 linear feet of pipe insulation
Consigli / Lendlease (US) Construction For New York Presbyterian Hospital New York, New York 10032 (May 2025)	\$1,932,000	Consigli, Inc Project Manager Mr. Justin E. Stegall (347) 597-2092	Removal of 17,351 square feet of beam mastic, duct pin adhesive, vinyl tile and mastic, and roof flashing and 1,595 linear feet of pipe insulation
Columbia University Kent Hall New York, New York 10027 (September 2023)	\$923,000	Columbia University Project Manager Mr. Ciaran N. O'Donovan (212) 853-2055	Removal of ACM plaster ceilings and walls as necessary for Fire Sprinkler upgrade, throughout Building
Hernandez Construction for Tompkins Terrace Beacon, New York 10707 (May 2024)	\$963,000	Hernandez Construction Project Manager Mr. Mark Mas Fernandez (330) 617-6997	Removal of ACM Sheetrock compound during ADA upgrades in Kitchens throughout 13 Buildings

The Environmental Company™

www.acaenv.com

Pastor Luna

NYCDEP Supervisor, NYSDOL Supervisor, SST Supervisor, OSHA 30 Hour,
Confined Space

NYS DOL Certificate No. 25-6AG8V-SHAB

Mr. Pastor Luna has been with our firm over the past 21 years and has been a Supervisor for our firm for the past ten years. Mr. Luna Has performed hundreds of projects, so below is one of each year of significant in his capacity as Supervisory.

<i>SITE</i>	<i>SCOPE</i>	<i>YEAR</i>
Columbia University Schermehorn Extension 1200 Amsterdam Avenue New York, New York 10027	Removal and disposal of asbestos-containing materials from 4,075 square feet of vinyl tile and mastic	2025
Northern Westchester Hospital 1 st Floor, Interventional Radiology 400 East Main Street Mt. Kisco, New York 10549	Removal and disposal of asbestos-containing materials from 820 square feet of black base floor mastic and 160 square feet of joint compound	2025
Tompkins Terrace Housing, LP 1-16 Tompkins Terrace Beacon, New York 12508	Removal and disposal of asbestos-containing materials from sheetrock compound in 14 buildings.	2024

Sung Ho Park

NYCDEP Supervisor, NYSDOL Supervisor, OSHA 30 Hour

Mr. Sung Ho Park has been with our firm since 2016 and has been a Supervisor for our firm for all that time. Mr. Park has performed hundreds of projects during that time. Below are some of the recent significant projects he has performed in a Supervisory capacity.

NYS DOL Certificate No. 24-6LKC3-SHAB

<i>SITE</i>	<i>SCOPE</i>	<i>YEAR</i>
NY Presbyterian Westchester Behavioral Center Research Building 21 Bloomingdale Road White Plains, New York 10607	Removal and disposal of asbestos- containing materials from 9,060 square feet of vinyl asbestos tile and mastic	2025
Regeneron Pharmaceuticals, Inc. Building 10, Basement Storage 771 Old Saw Mill River Road Tarrytown, New York 10591	Removal and disposal of asbestos- containing materials from 450 square feet of duct pin adhesive and 450 square feet duct caulk	2024



ACA ENVIRONMENTAL SERVICES, INC.

September 19, 2025

Via E-Mail

rvanvlack@cityofnewburghny.gov

To: Mr. Robert VanVlack
City of Newburgh Purchasing Agent
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,
401 Washington Street, Newburgh, NY 12550.

Site Visit: September 12, 2025

Lisa Ponce	- City of Newburgh
Jason Morris	- City of Newburgh
Matthew Nordt	- City of Newburgh
Rudy Lipinski	- Quality Environmental Solutions & Technologies
Josh Lattrell	- ACA Environmental Services, Inc.

Information

Supplied: In accordance with Solicitation No. 9.25, Request for Quote, titled Asbestos Abatement for the Delano Hitch Recreation Park Storage Building, detailing the scope of work.

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:

Delano Hitch Recreation Park Storage Building:

- 600 square feet of floor tile and mastic.

Our price for the removal stated above is: \$24,330.00

Cost Breakdown	
Labor	\$17,000.00
Material	\$7,330.00
Total:	\$24,330.00

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

- Continued on Next Page -

One Hayes Street ♦ Elmsford, NY 10523 ♦ Phone 914.965.5829 ♦ Fax 914.965.7597
www.acaenv.com

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.
- Insurance per attached sample certificate.

OWNER RESPONSIBILITIES

- Consultant to provide NYS DOL site-specific variance.

EXCLUSIONS

- Phasing of project.
- Overtime.

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:	Vice 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
Vice President

FL/aa

\\proposals\2025\CityNewburgh\DelanoHitch



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Northeast Limited - NJ 401 Broadhollow Rd, Suite 200 Melville NY 11747	CONTACT NAME: Joseph Laviero	FAX (A/C, No):
	PHONE (A/C, No, Ext): 516-677-4972	E-MAIL ADDRESS: joseph.laviero@hubinternational.com
INSURED ACA Environmental Services, Inc. One Hayes Street Elmsford NY 10523	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Great Divide Insurance Company	25224
	INSURER B: Key Risk Insurance Company	10885
	INSURER C: Swiss Re Corporate Solutions America Insurance Cor	29874
	INSURER D: New York State Insurance Fund	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1411294358

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER	Y	Y	ECP2032803-15	8/24/2025	8/24/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	BAP2041092-12	8/24/2025	8/24/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☒ OCCUR ☐ CLAIMS-MADE	Y	Y	FFX2032804-15	8/24/2025	8/24/2026	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	W2425 509-3	8/24/2025	8/24/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A A C	Pollution Liability Professional Liability Cyber	Y	Y	ECP2032803-15 ECP2032803-15 C4LXL087083CYBER2025-05	8/24/2025 8/24/2025 8/24/2025	8/24/2026 8/24/2026 8/24/2026	Pollut Limit- Per Occ \$12,000,000 Prof Limit- Ea. Claim \$1,000,000 Per Claim/Per Agg. \$5M/\$5M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For the work performed by (name of sub) at the Project Site and the Owner are included as additional insured's General Liability, Automobile, and Excess/Umbrella liability policies on a primary non-contributory basis as required by written contract or agreement. Waiver of subrogation in favor of is applicable by written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

SAMPLE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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LUMP SUM SUBMISSION FORM

Subject to the acceptance of the City of Newburgh, (*Vendor Name*)
ACA Environmental Services, Inc., agrees
to perform the work described in the attached plans, specifications and/or form of agreement at the
following Lump Sum Pricing.

Lump sum pricing provided below shall include all costs associated with this project, including but
not limited to all costs for labor, materials, insurance, performance bond, mobilization,
transportation and disposal, DOL notification fees, and equipment necessary for cleanup, removal
and disposal to complete the removal of ACM floor tiles and associated mastic in compliance with
ICR 56, 29 CFR 1926.1101, and 40 CFR 61 Subpart M. All as approved by the Owner. Lump sum
cost shall be based on performance of the work Monday through Friday between the hours of 7:00
AM to 10:00 PM with weekends as approved by the City of Newburgh.

Pricing: This RFP is subject to NYSDOL prevailing wage rate. Contractors can access the
prevailing wage rate schedule, under PRC# 2025006860 by clicking on
<https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1590299> to directly
access said schedule from DOL website. Certified Payrolls must be submitted in original form,
signed in blue ink and attached to Contractor's payment application. Please be aware that Certified
Payrolls are a condition of payment. Proposals shall be submitted as a Lump Sum Price to include,
but shall not be limited to, all labor, materials, travel, disposal, notification fees, and performance
bond. The City of Newburgh reserves the right to reject or accept any or all proposals.

Lump Sum Submission

Scope: Abatement Contractor to perform:

- **Removal and disposal of non-friable asbestos-containing floor tiles and associated mastic within the Delano Hitch Recreation Park Storage Building, located at 401 Washington Street, Newburgh, NY 12550.**

Est. Duration 4 # of Weekday Shifts

LUMP SUM SUBMISSION AMOUNT: \$ 24,330.00 (Written in
Numbers)

LUMP SUM SUBMISSION AMOUNT:
Twenty-four thousand, three hundred thirty dollars and zero cents
(Written in Words)

VENDOR NAME ACA Environmental Services, Inc.

SIGNATURE OF PRINCIPAL  DATE 09/19/2025

PRINT/TYPE NAME & TITLE Fred Lattrell, Vice President

**ACA Environmental Services, Inc.
One Hayes Street, Elmsford, New York 10523**

**City of Newburgh
Delano Hitch Recreation Park Storage Building**

Asbestos Abatement – RFP #9.25

SUBMISSION SUMMARY

PRICE	DESCRIPTION	LUMP SUM PRICE
#1	FLOOR TILES AND MASTIC ABATEMENT	\$24,330.00

Asbestos Unit Pricing for Additional or Deleted Work: Shall include all labor, materials, services, waste disposal and equipment necessary for the completion of any Additional Work requested to be performed on this project. This Unit Pricing shall be utilized to adjust (e.g. increase or decrease) the Contractor's Lump Sum Submission for Additions and Deletions to the Work Scope.

ACM Floor Tiles/Mastic – Per Square Foot: \$ 20.00

* * * **END OF SUBMISSION FORM** * * *

City of Newburgh
Delano Hitch Storage Building
401 Washington Street
Newburgh, NY 12550

ESTIMATE OF ACM REMOVAL QUANTITIES
RESPONSIBILITY OF CONTRACTOR

EACH CONTRACTOR SHALL READ AND ACKNOWLEDGE THE FOLLOWING NOTICE.
A SIGNED AND DATED COPY OF THIS ACKNOWLEDGMENT SHALL BE SUBMITTED
WITH THE CONTRACTOR'S SUBMISSION FOR THIS PROJECT. FAILURE TO DO SO
MAY, AT THE SOLE DISCRETION OF THE OWNER, RESULT IN THE SUBMISSION
BEING CONSIDERED NON-RESPONSIVE AND RESULT IN DISQUALIFICATION OF THE
CONTRACTOR'S SUBMISSION ON THIS PROJECT.

NOTICE

The linear and square footage listed is only approximate, and the Contractor is required to visit the building to take actual field measurements in each listed location. The Contractor shall base its submission on actual quantities determined at the site walk through. Estimates provided in these specifications are for informational purposes only and shall not be considered a basis for Change Orders on this project.

Acknowledgment: I have read and understood the above **NOTICE** regarding asbestos removal quantity estimates and understand that estimates provided in these specifications are for informational purposes only and shall not be considered a basis for Change Orders on this project. The Contractor's signatory represents to the Owner that he/she has the authority of the entity he/she represents to sign this agreement on its behalf.

Company Name: ACA Environmental Services, Inc.
Type or Print

By:  Vice President 9/19/25
Signature Title Date

Print Name: Fred Lattrell

RETURN THIS EXECUTED FORM WITH COMPLETED SUBMISSION FORM

***** SUBMISSION FORM *****

DATE: 09/19/2025

FROM: CONTRACTOR ACA Environmental Services, Inc.

ADDRESS One Hayes Street
Elmsford, New York 10523

CONTACT NAME: Fred Lattrell, Vice President

PHONE / FAX 914-965-5829 / 914-965-7597

COMPANY EMAIL fred@acaenv.com

FEDERAL TAX ID# 13-3637417

**Asbestos Employee Medical Examination Statement
Certificate of Worker Release
Asbestos Employee Training Statement**

CERTIFICATE OF WORKER'S ACKNOWLEDGEMENT

PROJECT NAME: Delano Hitch Recreation Park Storage Building – 401 Washington Street,
Newburgh, NY 12550

CONTRACTOR'S NAME: ACA Environmental Servcies, Inc.

WORKING WITH ASBESTOS INVOLVES POTENTIAL EXPOSURE TO AIRBORNE ASBESTOS FIBERS. INHALING ASBESTOS FIBERS HAS BEEN LINKED WITH VARIOUS TYPES OF CANCER AND RESPIRATORY DISEASES. SMOKING CIGARETTES AND INHALATION OF ASBESTOS FIBERS INCREASES THE RISK THAT YOU WILL DEVELOP LUNG CANCER ABOVE THAT OF THE NON-SMOKING PUBLIC.

The Abatement Contract for this project requires your employer to 1) supply proper respiratory protection devices and training on their use 2) provide training on safe work practices and on use of the equipment used on the project 3) provide a medical examination meeting the requirements of 29 CFR 1926.1101. Your signature on this certificate, documents that your employer has fulfilled these contractual obligations and you understand the information presented to you.

DO NOT SIGN THIS FORM UNLESS YOU FULLY UNDERSTAND THIS INFORMATION

RESPIRATORY PROTECTION: I have been trained in the proper use and limitations of the type of respiratory protection devices to be used on this project. I have reviewed the written respiratory protection program manual and a copy is available for my use. Respiratory protection equipment has been proved, by the Abatement Contractor, at no cost to me.

TRAINING COURSE: I have been trained in the risks and dangers associated with handling asbestos, breathing asbestos dust, proper work procedures, personal protection and engineering controls. I have satisfactorily completed and Asbestos Safety Training Program for New York State and have been issued a New York State Department of Health Certificate of Asbestos Safety Training.

MEDICAL EXAMINATION: I have satisfactorily completed a medical examination within the last 12 months that meets the OSHA requirement for an asbestos worker and included at least 1) medical history 2) pulmonary function 3) medical examination 4) approval to wear respiratory protection devises and may have included an evaluation of a chest x-ray.

Signature:  Date: 9/19/25

Printed Name: Fred Lattrell, Vice President SS#: XXX-XX-2418

Witness:  Date: 9/19/25

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) ACA Environmental Services, Inc.	
2 Business name/disregarded entity name, if different from above.	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
5 Address (number, street, and apt. or suite no.). See instructions. One Hayes Street	Requester's name and address (optional)
6 City, state, and ZIP code Elmsford, New York 10523	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
1	3	-	3	6	3	7	4	1	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 
------------------	---

Date **1/7/25**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Public Work Contractor and Subcontractor Registry

All contractors and subcontractors submitting bids or performing construction work on public work projects or private projects covered by Article 8 of the Labor Law are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i.

The law defines a “contractor” as any entity entering into a contract to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication. The law defines “subcontractor” as any entity subcontracting with a contractor to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication, which is subject to Article 8 of the Labor Law. Contractors are responsible for verifying that any subcontractors they work with are registered.

Contractor Business Information and Certificate No.

COMPANY NAME: ACA Environmental Services, Inc.

COMPANY ADDRESS: One Hayes Street, Elmsford, New York 10523

PHONE NO. 914-965-5829 EMAIL ADDRESS fred@acaenv.com

Certificate No. 25-64PR9-CR

Subcontractor Business Information and Certificate No.

COMPANY NAME: _____

COMPANY ADDRESS: _____

PHONE NO. _____ EMAIL ADDRESS _____

Certificate No. _____

WE ARE YOUR DOL



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

ACA Environmental Services, Inc.

One Hayes Street

Elmsford, New York 10523

Phone Number: 9149655829

Registration Number: 25-64PR9-CR

Date of Issue: 2025-01-10

Expiration Date: 2027-01-10

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

Roberta Reardon
Commissioner
New York State Department of
Labor



RESOLUTION NO.: 219 - 2025

OF

OCTOBER 14, 2025

**RESOLUTION AMENDING RESOLUTION NO: 249-2024, THE 2025 BUDGET FOR
THE CITY OF NEWBURGH, NEW YORK TO TRANSFER \$650,000.00 FROM
SEWER FUND APPROPRIATED BALANCE TO DPW-SANITARY SEWERS,
WWTP-EQUIPMENT/INFRASTRUCTURE AND WWTP-OUTSIDE CONTRACTOR
MAINTENANCE SERVICES-VAC TRUCK MAINTENANCE AND REPAIR
TO FUND EMERGENCY SEWER REPAIR AND OTHER SEWER WORK**

WHEREAS, the City of Newburgh sewer system sustained a collapsed sewer on Broadway in the area of Johnston Street to William Street and damage to the grit channel at the Wastewater Treatment Plant, and requires other maintenance and repair work to sewer equipment, an amendment to the 2025 Budget is necessary to transfer \$650,000.000 from the Sewer Fund Appropriated Balance to fund the emergency sewer repairs and maintenance work; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 249-2024, the 2025 Budget of the City of Newburgh, is hereby amended as follows:

		<u>Decrease</u>	<u>Increase</u>
G.0000.0599.1000.0000	Sewer Fund Appropriated Balance	<u>\$650,000.00</u>	
G.8120.0208	Sewer Fund/DPW Sanitary Sewers Construction & Major Alterations		\$450,000.00
G.8130.0200	WWTP Equipment/Infrastructure		\$100,000.00
G.8130.0448.0002	WWTP - Outside Contractor Maintenance Service Vac Truck M&R		<u>\$100,000.00</u>
TOTAL:		\$650,000.00	\$650,000.00

RESOLUTION NO.: 220 - 2025

OF

OCTOBER 14, 2025

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

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

RESOLUTION NO.: 221 - 2025

OF

OCTOBER 14, 2025

**A RESOLUTION DECLARING A 1991 CHEVROLET PICK-UP TRUCK AND
A 1999 AERIAL LADDER FIRE TRUCK TO BE SURPLUS EQUIPMENT**

WHEREAS, the City of Newburgh Fire Department possesses a 1991 Chevrolet pick-up truck and a 1999 Aerial Ladder fire truck which are no longer of use to the City; and

WHEREAS, the Fire Department has requested that the vehicles be designated as surplus and sold; and

WHEREAS, the City Council has determined that declaring the 1991 Chevrolet pick-up truck and a 1999 Aerial Ladder fire truck as surplus is in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that a 1991 Chevrolet pick-up truck and a 1999 Aerial Ladder fire truck are hereby declared to be surplus and of no further use or value to the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Manager and/or City Comptroller be and they are hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus 1991 Chevrolet pick-up truck and 1999 Aerial Ladder fire truck at public auction or at private sale in accordance with the City of Newburgh's Surplus Property Disposition Policy and Procedure adopted by Resolution No. 174-2014 of July 14, 2014.

[illegible]

RESOLUTION NO.: 222 - 2025

OF

OCTOBER 14, 2025

**A RESOLUTION AWARDED A BID AND AUTHORIZING THE CITY MANAGER
TO EXECUTE A CONTRACT WITH DIRECT ENERGY BUSINESS LLC AND
NRG BUSINESS MARKETING LLC FOR ELECTRIC SUPPLY
TO THE CITY OF NEWBURGH FOR A TWENTY-FOUR (24) MONTH TERM
BEGINNING JANUARY 2026 AND ENDING JANUARY 2028
AT A COST OF \$0.093260 PER KILOWATT HOUR**

WHEREAS, on behalf of the City of Newburgh, M & R Energy Resources Corporation has duly advertised for bids for the electric supply services contract; and

WHEREAS, bids were duly received and opened and Direct Energy Business LLC and NRG Business Marketing LLC, collectively, are the low bidder for the electric supply services; and

WHEREAS, the City Council finds that accepting and awarding the electric supply bid to Direct Energy Business LLC and NRG Business Marketing LLC for a twenty-four (24) month term at a cost of \$0.093260 per kilowatt hour is in the best interests of the City of Newburgh'

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh New York, hereby accepts and awards the bid for the electric supply services contract to Direct Energy Business LLC and NRG Business Marketing LLC for a twenty-four (24) month term at a cost of \$0.093260 per kilowatt hour; and that the City Manager be and he is hereby authorized to execute a contract and other documentation for the provision of electric services and administer and take such further actions as may be appropriate and necessary to administer the electrical supply contract.

RESOLUTION NO.: 223 - 2025

OF

OCTOBER 14, 2025

**A RESOLUTION AUTHORIZING AGREEMENTS WITH INTWINE CONNECT, LLC
FOR HOSTED CALL RECORDING AND RELATED SERVICES FOR THE
CITY OF NEWBURGH POLICE DEPARTMENT, FIRE DEPARTMENT AND
WATER DEPARTMENT AT A TOTAL MONTHLY COST OF \$175.00**

WHEREAS, the City of Newburgh has recognized a need to maintain recordings of calls for service in the City of Newburgh Police Department, Fire Department and Water Department; and

WHEREAS, the City of Newburgh has received a proposal from Intwine Connect, LLC for providing hosted call recording and related services to assist those City departments manage calls for service; and

WHEREAS, the cost of these services will be \$175.00 per month and paid from A.3120.0448 - Police Department Other Services; A.3412.0453 - Fire Department Dues & Subscriptions; and F.8310.0448 - Water Department Other Services; and

WHEREAS, this Council finds it in the best interest of the City of Newburgh to enter into agreements with Intwine Connect, LLC for hosted call recording and related services; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter into agreements with Intwine Connect, LLC at a total monthly cost of \$175.00 for hosted call recording and related services for the City of Newburgh Police Department, Fire Department and Water Department.



Intwine Connect, LLC
8401 Chagrin Road, 10A
Chagrin Falls, OH 44023

QUOTE

DATE: 8/21/2025
QUOTE #7826

TO: City Of Newburgh

City Of Newburgh Police Call Recording Quote

Quantity	SKU	Unit Price	Monthly Price	Shipping	Monthly Total	Total Upfront
1	Intwine Hosted Call Recording - 4000 Minutes	\$25.00	\$45.00	\$0.00	\$45.00	\$25.00
2	Call Recording - Additional Line - 1000 Minutes	\$0.00	\$10.00	\$0.00	\$20.00	\$0.00
				Total	\$65.00	\$25.00

NOTES:

- Quote Is Valid for 30 Days
- Overage Fee = \$15.00 / 1,000 minute block
- Audio File Retention - 30 Days

If you have any questions regarding this quote, please contact Raphael Sirianni,
onetalksupport@[intwineconnect.com](mailto:onetalksupport@intwineconnect.com)

TERMS OF SERVICE AND LICENSE AGREEMENT

1. SERVICE SUBSCRIPTION

1.1 Subject to this Agreement, Intwine will provide the Customer with a subscription to access Intwine's cloud-based network management, connectivity and other related services provided by Intwine through the Internet as described at www.intwineconnect.com and rmp.intwineconnect.com or as otherwise documented and made available to Customer upon request by Intwine (collectively referred to as the "Service").

1.2 The Service and the software underlying or used to deliver the Service are hosted on servers under the control or direction of Intwine or its third party providers. The Service is subject to modification from time to time at Intwine's sole discretion, for any purpose deemed appropriate by Intwine. Intwine will use reasonable efforts to give Customer prior written notice of any material modifications to the Service.

1.3 For paid Customer accounts in good standing, Intwine will use commercially reasonable efforts to make the Service available. Notwithstanding the foregoing, Intwine has the right to suspend Customer's access to the Service: (i) for scheduled or emergency maintenance, (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due, or (iii) as a result of circumstances beyond Intwine's reasonable control (including, but not limited to: acts of God, acts of government, flood, fire, earthquake, civil unrest, acts of terror, strike or other labor problem, hosting provider failure or delay, issues related to a third party, or denial of service attacks) ("Force Majeure").

1.4 Subject to the terms hereof, Intwine or its designated third-party partners will provide reasonable support to Customer for the Service. Customer will designate an employee who will be responsible for all matters relating to this Agreement ("Primary Contact"). Customer may change the individual designated as Primary Contact at any time.

1.5 Customer is responsible for all acts and omissions of its employees and agents (including any breaches of this Agreement) as if Customer committed such act or omission itself. Intwine may exercise any rights and remedies under this Agreement, at law or in equity, against Customer based upon such acts or omissions of such employees or agents.

2. CUSTOMER RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, and will not permit any third party to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure or algorithms of any portion of the Service, documentation or data related to the Service (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); modify, translate, or create derivative works based on the Service; use the Service for timesharing or service bureau purposes or for any purpose other than its own internal use (unless Customer is an Intwine Dealer and has reviewed and agreed to be bound by the additional terms and conditions set forth in the Dealer Agreement ("Dealer Addendum") available separately and hereby incorporated herein by reference). The customer is not permitted to use the Service in connection with any high risk or strict liability activity; use the Service other than in accordance with this Agreement and in compliance with all applicable laws and regulations, including but not limited to any privacy laws, and laws and regulations concerning intellectual property, consumer and child protection, obscenity or defamation; run or use any processes that run or are activated while Customer is not logged on to the Service or that "crawl," "scrape," or "spider" the Service; or use the Service in any manner that (i) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable (including without limitation, accessing any computer, computer system, network, software, or data without authorization, breaching the security of another user or system, or attempting to circumvent any user authentication or security process), (ii) impersonates any person or entity, including without limitation any employee or representative of Intwine, or (iii) contains a virus, Trojan horse, worm, time bomb, unsolicited bulk, commercial, or "spam" message, or other harmful computer code, file, or program (including without limitation, password guessing programs, decoders, password gatherers, keystroke loggers, cracking tools, packet sniffers, or encryption circumvention programs). Notwithstanding anything to the contrary, Intwine reserves the right to suspend or limit Customer's access to the Service if Intwine determines, in its sole discretion, that Customer's use of the Service does or is likely to: (a) damage the Service or interfere with Intwine's ability to reliably provide the Service to other users; or (b) place an unreasonable or unexpected load on the Service (c) there is a threat or attack on the cloud servers hosting the Service (including a denial of service attack) or other event that may create a risk to the Service, to Customer or to any other user of the Service; (d) Customer's use of the Service disrupts or poses a security risk to the Service or any other user of the Service, may harm Intwine's systems or any other user of the Service, or may subject Intwine or any third party to liability; (e) Customer is misusing the Service or using the Service for fraudulent or illegal activities; (f) subject to applicable law, Customer has ceased to continue Customer's business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Customer's assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; (g) Customer is using the Service in breach of the Agreement; (h) Customer is in default of Customer's payment obligations hereunder; or (g) there is an unusual spike or increase in Customer's use of the Service (collectively, "Service Suspensions"). Customer understands that many of the reasons for suspension listed above are imposed on us by third party licensors, are subject to change without notice, and may result in Customer's access to the Service being suspended as a result of the actions of other users. Intwine will make commercially reasonable efforts to provide written notice of any Service Suspension to Customer (including notices posted on the website or sent to Customer's registered e-mail address) and to provide updates regarding resumption of Customer's access to the Service following any Service Suspension. Intwine will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer may incur as a result of any Service Suspension or limitations related to carrier coverage or support.

2.2 Customer will cooperate with Intwine in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as Intwine may reasonably request. Customer will also cooperate with Intwine in establishing a password or other procedures for verifying that only designated employees of Customer has access to any administrative functions of the Service.

2.3 Customer shall indemnify, defend, and hold harmless Intwine, its affiliates, subsidiaries, and its and their respective officers, directors, employees, agents, contractors, suppliers, successors, and assigns from and against any third party judgments, claims, actions, losses, damages, liabilities, costs, or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) of any kind arising from or attributable to (i) any breach by Customer or its employees or agents of Customer's obligations contained herein, or (ii) any violation by Customer of any privacy, employee, or consumer protection right. This section shall survive the expiration or termination of the Agreement.

2.4 Customer will be responsible for maintaining the security of Customer's account, passwords, including but not limited to administrative and user passwords and files, and for all uses of Customer's account, whether with or without Intwine's knowledge or consent.

2.5 THE SERVICE IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE WITH DATA, CONTENT OR INFORMATION USED FOR OR REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPON SYSTEMS, IN WHICH THE FAILURE OF THE SERVICE, INTERNET OR THIRD PARTY CLOUD SERVICE PROVIDER INFRASTRUCTURE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK APPLICATIONS"). Intwine and its third party licensors specifically disclaim any express or implied warranty of fitness for High Risk Applications.

Customer acknowledges and agrees that the Service may include services provided to Intwine by one or more wireless service providers. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH INTWINE'S UNDERLYING WIRELESS SERVICE PROVIDERS OR SUCH PROVIDERS' AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN INTWINE AND ANY UNDERLYING WIRELESS SERVICE PROVIDER. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING WIRELESS SERVICE PROVIDERS AND THEIR AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

3. CONFIDENTIALITY

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's technology or business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Without limiting the foregoing, any software provided by Intwine or to which Intwine allows Customer to access, is Intwine Proprietary Information. Customer will obtain agreement from its employees and agents that it will treat Intwine Proprietary Information in accordance with the terms of this Agreement prior to allowing any such employee or agent to have access to the Service.

3.2 The Receiving Party agrees (i) to give access to such Proprietary Information solely to those of its employees with a need to have access thereto for purposes of this Agreement, and (ii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party use less than a reasonable degree of care to protect such Proprietary Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed by it without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure (if such notice is permitted by applicable law) in order to allow the Disclosing Party an opportunity to contest such order.

3.3 Customer acknowledges that Intwine does not wish to receive any Proprietary Information from Customer that is not necessary for Intwine to perform its obligations under this Agreement (including, without limitation, any information protected under applicable privacy laws and regulations), and, unless the parties specifically agree otherwise, Intwine may reasonably presume that any information unrelated to the Service received from Customer is not Proprietary Information.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Intwine alone (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Service, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Service. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service or any Intellectual Property Rights owned by Intwine, Inc. or its third party licensors.

4.2 Customer represents and warrants that Customer owns and will continue to own all worldwide right, title and interest in, or holds and will continue to hold a valid license to, all information distributed by or on behalf of Customer through the Service ("Content") and the intellectual property rights with respect to that Content. If Intwine receives any notice or claim that any Content, or any of its activities with respect to any Content or its use of the Service, may infringe or violate rights of a third party or any applicable law or regulation (a "Claim"), Intwine may (but is not required to) suspend activity hereunder with respect to that Content or use of the Service. Customer shall indemnify, defend, and hold harmless Intwine, its affiliates, subsidiaries, and its and their respective officers, directors, employees, agents, contractors, suppliers, successors, and assigns from and against any third party judgments, claims, actions, losses, damages, liabilities, costs, or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) of any kind arising from or attributable to in connection with any such Claim. This section shall survive the expiration or termination of the Agreement.

5. USE OF DATA

5.1 By using or accessing the Service, Customer hereby grants to Intwine during the term of this Agreement a worldwide, royalty-free, non-exclusive, irrevocable, sublicensable right and license to use, copy, display, perform, store, distribute and modify Data as necessary to perform the Service. "Data" means all electronic data and information submitted by Customer for set up and provisioning of the Service, and information created, generated, collected or harvested by Intwine in the furtherance of this Agreement and the security and performance of the Service. Data does not include any Content.

5.2 Notwithstanding anything else in this Agreement or otherwise, Intwine may monitor Customer's use of the Service in an aggregate and anonymous manner, compile statistical and performance information related to the provision and operation of the Service ("Intwine Data"), and may make such information publicly available, provided that such information does not identify Customer or Customer's confidential information. Intwine shall own all right, title and interest in and to the Intwine Data. To the extent needed to perfect Intwine's ownership in the Intwine Data, Customer hereby irrevocably assigns all right, title and interest in such Intwine Data to Intwine.

5.3 The Service may make use of non-PII location data (including, but not limited to, GPS coordinates, the MAC address and received signal strength of nearby Wi-Fi access points, nearby cell tower IDs, and the IP Address) that is sent by devices using the Service. In order to allow Intwine to provide the best user experience, the Service may utilize a third party provider to resolve location requests. At all times, Customer's location information will be treated in accordance with such third party's privacy policy, a copy of which is available upon request. Customer consents to Intwine and its partners' transmission, collection, maintenance, processing and use of Customer's location data and queries to provide and improve location-based products and services.

6. PAYMENT OF FEES

6.1 Customer will pay the applicable fees as set forth at the time of purchase by Intwine or its distributors, resellers or partners ("Fees") for availability, features and functionalities of the Service subscribed to by Customer ("Subscription") without any right of set-off or deduction. To the extent applicable, Customer will pay for additional services, such as integration fees or other consulting fees. All payments will be due beginning on the date of Service initiation. All Fees paid hereunder (including any prepaid amounts) are non-refundable, including without limitation if this Agreement is terminated in accordance with Section 7 below.

6.2 Unpaid Fees may be subject to a finance charge of one percent (1.0%) per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees. Fees under this Agreement are exclusive of all taxes, including national, state or provincial and local use, sales, value-added, property and similar taxes, if any. Unless otherwise explicitly agreed in writing at the time of purchase, Customer agrees to pay such taxes (excluding US taxes based on Intwine's or its distributors', resellers', or partners' net income) unless Customer has provided a valid exemption certificate. In the case of any withholding requirements, Customer will pay any required withholding itself and will not reduce the amount paid on account thereof.

7. TERMINATION

7.1 This Agreement shall continue until terminated in accordance with this Section 7.

7.2 Intwine may terminate this Agreement immediately upon written notice to Customer in the event of any material breach of this Agreement by Customer or its employees or agents, or failure to pay any Fees or other amounts when due hereunder.

7.3 Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings (provided such proceedings are not dismissed within thirty (30) days of such institution), (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business.

7.4 Customer's access to the Service, and any licenses granted hereunder, shall terminate upon any termination of this Agreement. All sections of this Agreement, which by their nature should survive termination, will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability. The following Sections will survive any termination of this Agreement: 2 through 6, this section 7, and 8 through 11.

7.5 Customer agrees that upon any termination of this Agreement, Customer will not be entitled to a refund of fees for any additional work previously performed by Intwine at Customer's request or any pre-paid Fees for Subscriptions still in effect at the time of termination, and Customer's obligation to pay any balance due shall survive any such termination.

8. LIMITED WARRANTIES; DISCLAIMER OF WARRANTIES

8.1 Intwine warrants only that the Service will conform to Intwine's official documentation therefor. The sole remedy available to the Customer for breach of the foregoing limited warranty is the reperformance of the Service that fails to comply with the foregoing limited warranty, or, in lieu thereof, and at Intwine's sole discretion, a refund of the Fee paid by the Customer for the period of non-conformance.

8.2 INTWINE DOES NOT WARRANT THAT THE OPERATION OF THE SERVICE OR ANY FUNCTION CONTAINED THEREIN WILL MEET CUSTOMER'S REQUIREMENTS, BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVERS THAT MAKE THIS SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT FOR THE FOREGOING EXPRESS LIMITED WARRANTIES, THE SERVICE, SOFTWARE AND INTWINE PROPRIETARY INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND.

8.3 INTWINE MAKES NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICE. INTWINE SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 Intwine will not be liable for any loss resulting from a cause over which it does not have direct control.

9.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL INTWINE OR ITS THIRD PARTY LICENSORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY, LOSS OF PRIVACY, CORRUPTION OR LOSS OF DATA, FAILURES TO TRANSMIT OR RECEIVE DATA OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SERVICE OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF INTWINE OR ITS THIRD PARTY LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3 THE TOTAL LIABILITY OF INTWINE AND ITS LICENSORS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE LESSER OF (i) ONE THOUSAND DOLLARS (\$1,000), OR (ii) THE FEES PAID TO INTWINE HEREUNDER IN THE THREE MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9.4 THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

10. U.S. GOVERNMENT MATTERS

Customer shall not provide to any person or export or re-export or allow the export or re-export of the Service or any software or anything related thereto or any direct product thereof (collectively "Controlled Subject Matter"), in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Without limiting the foregoing, Customer acknowledges and agrees that the Controlled Subject Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Customer's use of the Service is deemed a representation and warranty by Customer that the user is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Controlled Subject Matter may use or include encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations. As defined in FAR section 2.101, any software and documentation provided by Intwine are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11. MISCELLANEOUS

11.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

11.2 This Agreement is not assignable, transferable or sublicensable by Customer except with Intwine's prior written consent. Intwine may transfer and assign any of its rights and obligations under this Agreement with written notice to Customer.

11.3 This Agreement is the complete and exclusive statement of the mutual understanding of the parties relating to the subject matter of this Agreement, and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.

11.4 Neither party shall be liable to the other or responsible for delay or non-performance of any of the terms of the Agreement due to Force Majeure.

11.5 No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect whatsoever.

11.6 In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover its reasonable costs and attorneys' fees from the non-prevailing party.

11.7 All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid.

11.8 This Agreement shall be governed by the laws of the State of Ohio and the parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in Cuyahoga County, Ohio for any dispute arising out of this Agreement.

11.9 Intwine reserves the right, in its sole discretion, to change, modify, add or remove provisions of this Agreement at any time. Customer is responsible for regularly reviewing this Agreement for changes. By using the Service after Intwine posts any changes to this Agreement or otherwise notifies Customer of such changes, Customer agrees to accept those changes, whether or not Customer has reviewed them. If Customer does not agree to such changes, Customer should not use the Service and Customer should terminate Customer's Subscription.

11.10 No Implied Waivers. If either party fails to require performance of any duty hereunder by the other party, such failure shall not affect its right to require performance of that or any other duty thereafter. The waiver by either party of a breach of any provision of this Agreement shall not be a waiver of the provision itself or a waiver of any breach thereafter, or a waiver of any other provision herein.

11.11 Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A counterpart of this Agreement executed and delivered by facsimile or electronic mail shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or electronic mail shall also deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

12. INDEMNIFICATION

If Intwine receives any notice or claim that Customer's use of the Service may infringe or violate rights of a third party or any applicable law or regulation (a "Claim"), Intwine may (but is not required to) suspend activity hereunder with respect to Customer's use of the Service. Customer shall indemnify, defend, and hold harmless Intwine, its affiliates, subsidiaries, and its and their respective officers, directors, employees, agents, contractors, suppliers, successors, and assigns from and against any third party judgments, claims, actions, losses, damages, liabilities, costs, or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) of any kind arising from or attributable to in connection with any such Claim. This section shall survive the expiration or termination of the Agreement.

13. WIRELESS SERVICE PROVIDERS

Customer acknowledges and agrees that the Service may include services provided to Intwine by one or more Wireless Service Providers. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH INTWINE'S UNDERLYING WIRELESS SERVICE PROVIDERS OR SUCH PROVIDERS' AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN INTWINE AND ANY UNDERLYING WIRELESS SERVICE PROVIDER. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING WIRELESS SERVICE PROVIDERS AND THEIR AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

City Of Newburgh Signature_____

Intwine Connect Signature_____



Intwine Connect, LLC
8401 Chagrin Road, 10A
Chagrin Falls, OH 44023

QUOTE

DATE: 8/21/2025
QUOTE #7826

TO: City Of Newburgh

City Of Newburgh Water Call Recording Quote

Quantity	SKU	Unit Price	Monthly Price	Shipping	Monthly Total	Total Upfront
1	Intwine Hosted Call Recording - 4000 Minutes	\$25.00	\$45.00	\$0.00	\$45.00	\$25.00
2	Call Recording - Additional Line - 1000 Minutes	\$0.00	\$10.00	\$0.00	\$20.00	\$0.00
				Total	\$65.00	\$25.00

NOTES:

- Quote Is Valid for 30 Days
- Overage Fee = \$15.00 / 1,000 minute block
- Audio File Retention - 30 Days

If you have any questions regarding this quote, please contact Raphael Sirianni,
onetalksupport@[intwineconnect.com](mailto:onetalksupport@intwineconnect.com)

TERMS OF SERVICE AND LICENSE AGREEMENT

1. SERVICE SUBSCRIPTION

1.1 Subject to this Agreement, Intwine will provide the Customer with a subscription to access Intwine's cloud-based network management, connectivity and other related services provided by Intwine through the Internet as described at www.intwineconnect.com and rmp.intwineconnect.com or as otherwise documented and made available to Customer upon request by Intwine (collectively referred to as the "Service").

1.2 The Service and the software underlying or used to deliver the Service are hosted on servers under the control or direction of Intwine or its third party providers. The Service is subject to modification from time to time at Intwine's sole discretion, for any purpose deemed appropriate by Intwine. Intwine will use reasonable efforts to give Customer prior written notice of any material modifications to the Service.

1.3 For paid Customer accounts in good standing, Intwine will use commercially reasonable efforts to make the Service available. Notwithstanding the foregoing, Intwine has the right to suspend Customer's access to the Service: (i) for scheduled or emergency maintenance, (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due, or (iii) as a result of circumstances beyond Intwine's reasonable control (including, but not limited to: acts of God, acts of government, flood, fire, earthquake, civil unrest, acts of terror, strike or other labor problem, hosting provider failure or delay, issues related to a third party, or denial of service attacks) ("Force Majeure").

1.4 Subject to the terms hereof, Intwine or its designated third-party partners will provide reasonable support to Customer for the Service. Customer will designate an employee who will be responsible for all matters relating to this Agreement ("Primary Contact"). Customer may change the individual designated as Primary Contact at any time.

1.5 Customer is responsible for all acts and omissions of its employees and agents (including any breaches of this Agreement) as if Customer committed such act or omission itself. Intwine may exercise any rights and remedies under this Agreement, at law or in equity, against Customer based upon such acts or omissions of such employees or agents.

2. CUSTOMER RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, and will not permit any third party to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure or algorithms of any portion of the Service, documentation or data related to the Service (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); modify, translate, or create derivative works based on the Service; use the Service for timesharing or service bureau purposes or for any purpose other than its own internal use (unless Customer is an Intwine Dealer and has reviewed and agreed to be bound by the additional terms and conditions set forth in the Dealer Agreement ("Dealer Addendum") available separately and hereby incorporated herein by reference). The customer is not permitted to use the Service in connection with any high risk or strict liability activity; use the Service other than in accordance with this Agreement and in compliance with all applicable laws and regulations, including but not limited to any privacy laws, and laws and regulations concerning intellectual property, consumer and child protection, obscenity or defamation; run or use any processes that run or are activated while Customer is not logged on to the Service or that "crawl," "scrape," or "spider" the Service; or use the Service in any manner that (i) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable (including without limitation, accessing any computer, computer system, network, software, or data without authorization, breaching the security of another user or system, or attempting to circumvent any user authentication or security process), (ii) impersonates any person or entity, including without limitation any employee or representative of Intwine, or (iii) contains a virus, Trojan horse, worm, time bomb, unsolicited bulk, commercial, or "spam" message, or other harmful computer code, file, or program (including without limitation, password guessing programs, decoders, password gatherers, keystroke loggers, cracking tools, packet sniffers, or encryption circumvention programs). Notwithstanding anything to the contrary, Intwine reserves the right to suspend or limit Customer's access to the Service if Intwine determines, in its sole discretion, that Customer's use of the Service does or is likely to: (a) damage the Service or interfere with Intwine's ability to reliably provide the Service to other users; or (b) place an unreasonable or unexpected load on the Service (c) there is a threat or attack on the cloud servers hosting the Service (including a denial of service attack) or other event that may create a risk to the Service, to Customer or to any other user of the Service; (d) Customer's use of the Service disrupts or poses a security risk to the Service or any other user of the Service, may harm Intwine's systems or any other user of the Service, or may subject Intwine or any third party to liability; (e) Customer is misusing the Service or using the Service for fraudulent or illegal activities; (f) subject to applicable law, Customer has ceased to continue Customer's business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Customer's assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; (g) Customer is using the Service in breach of the Agreement; (h) Customer is in default of Customer's payment obligations hereunder; or (g) there is an unusual spike or increase in Customer's use of the Service (collectively, "Service Suspensions"). Customer understands that many of the reasons for suspension listed above are imposed on us by third party licensors, are subject to change without notice, and may result in Customer's access to the Service being suspended as a result of the actions of other users. Intwine will make commercially reasonable efforts to provide written notice of any Service Suspension to Customer (including notices posted on the website or sent to Customer's registered e-mail address) and to provide updates regarding resumption of Customer's access to the Service following any Service Suspension. Intwine will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer may incur as a result of any Service Suspension or limitations related to carrier coverage or support.

2.2 Customer will cooperate with Intwine in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as Intwine may reasonably request. Customer will also cooperate with Intwine in establishing a password or other procedures for verifying that only designated employees of Customer has access to any administrative functions of the Service.

2.3 Customer shall indemnify, defend, and hold harmless Intwine, its affiliates, subsidiaries, and its and their respective officers, directors, employees, agents, contractors, suppliers, successors, and assigns from and against any third party judgments, claims, actions, losses, damages, liabilities, costs, or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) of any kind arising from or attributable to (i) any breach by Customer or its employees or agents of Customer's obligations contained herein, or (ii) any violation by Customer of any privacy, employee, or consumer protection right. This section shall survive the expiration or termination of the Agreement.

2.4 Customer will be responsible for maintaining the security of Customer's account, passwords, including but not limited to administrative and user passwords and files, and for all uses of Customer's account, whether with or without Intwine's knowledge or consent.

2.5 THE SERVICE IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE WITH DATA, CONTENT OR INFORMATION USED FOR OR REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPON SYSTEMS, IN WHICH THE FAILURE OF THE SERVICE, INTERNET OR THIRD PARTY CLOUD SERVICE PROVIDER INFRASTRUCTURE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK APPLICATIONS"). Intwine and its third party licensors specifically disclaim any express or implied warranty of fitness for High Risk Applications.

Customer acknowledges and agrees that the Service may include services provided to Intwine by one or more wireless service providers. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH INTWINE'S UNDERLYING WIRELESS SERVICE PROVIDERS OR SUCH PROVIDERS' AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN INTWINE AND ANY UNDERLYING WIRELESS SERVICE PROVIDER. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING WIRELESS SERVICE PROVIDERS AND THEIR AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

3. CONFIDENTIALITY

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's technology or business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Without limiting the foregoing, any software provided by Intwine or to which Intwine allows Customer to access, is Intwine Proprietary Information. Customer will obtain agreement from its employees and agents that it will treat Intwine Proprietary Information in accordance with the terms of this Agreement prior to allowing any such employee or agent to have access to the Service.

3.2 The Receiving Party agrees (i) to give access to such Proprietary Information solely to those of its employees with a need to have access thereto for purposes of this Agreement, and (ii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party use less than a reasonable degree of care to protect such Proprietary Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed by it without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure (if such notice is permitted by applicable law) in order to allow the Disclosing Party an opportunity to contest such order.

3.3 Customer acknowledges that Intwine does not wish to receive any Proprietary Information from Customer that is not necessary for Intwine to perform its obligations under this Agreement (including, without limitation, any information protected under applicable privacy laws and regulations), and, unless the parties specifically agree otherwise, Intwine may reasonably presume that any information unrelated to the Service received from Customer is not Proprietary Information.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Intwine alone (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Service, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Service. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service or any Intellectual Property Rights owned by Intwine, Inc. or its third party licensors.

4.2 Customer represents and warrants that Customer owns and will continue to own all worldwide right, title and interest in, or holds and will continue to hold a valid license to, all information distributed by or on behalf of Customer through the Service ("Content") and the intellectual property rights with respect to that Content. If Intwine receives any notice or claim that any Content, or any of its activities with respect to any Content or its use of the Service, may infringe or violate rights of a third party or any applicable law or regulation (a "Claim"), Intwine may (but is not required to) suspend activity hereunder with respect to that Content or use of the Service. Customer shall indemnify, defend, and hold harmless Intwine, its affiliates, subsidiaries, and its and their respective officers, directors, employees, agents, contractors, suppliers, successors, and assigns from and against any third party judgments, claims, actions, losses, damages, liabilities, costs, or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) of any kind arising from or attributable to in connection with any such Claim. This section shall survive the expiration or termination of the Agreement.

5. USE OF DATA

5.1 By using or accessing the Service, Customer hereby grants to Intwine during the term of this Agreement a worldwide, royalty-free, non-exclusive, irrevocable, sublicensable right and license to use, copy, display, perform, store, distribute and modify Data as necessary to perform the Service. "Data" means all electronic data and information submitted by Customer for set up and provisioning of the Service, and information created, generated, collected or harvested by Intwine in the furtherance of this Agreement and the security and performance of the Service. Data does not include any Content.

5.2 Notwithstanding anything else in this Agreement or otherwise, Intwine may monitor Customer's use of the Service in an aggregate and anonymous manner, compile statistical and performance information related to the provision and operation of the Service ("Intwine Data"), and may make such information publicly available, provided that such information does not identify Customer or Customer's confidential information. Intwine shall own all right, title and interest in and to the Intwine Data. To the extent needed to perfect Intwine's ownership in the Intwine Data, Customer hereby irrevocably assigns all right, title and interest in such Intwine Data to Intwine.

5.3 The Service may make use of non-PII location data (including, but not limited to, GPS coordinates, the MAC address and received signal strength of nearby Wi-Fi access points, nearby cell tower IDs, and the IP Address) that is sent by devices using the Service. In order to allow Intwine to provide the best user experience, the Service may utilize a third party provider to resolve location requests. At all times, Customer's location information will be treated in accordance with such third party's privacy policy, a copy of which is available upon request. Customer consents to Intwine and its partners' transmission, collection, maintenance, processing and use of Customer's location data and queries to provide and improve location-based products and services.

6. PAYMENT OF FEES

6.1 Customer will pay the applicable fees as set forth at the time of purchase by Intwine or its distributors, resellers or partners ("Fees") for availability, features and functionalities of the Service subscribed to by Customer ("Subscription") without any right of set-off or deduction. To the extent applicable, Customer will pay for additional services, such as integration fees or other consulting fees. All payments will be due beginning on the date of Service initiation. All Fees paid hereunder (including any prepaid amounts) are non-refundable, including without limitation if this Agreement is terminated in accordance with Section 7 below.

6.2 Unpaid Fees may be subject to a finance charge of one percent (1.0%) per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees. Fees under this Agreement are exclusive of all taxes, including national, state or provincial and local use, sales, value-added, property and similar taxes, if any. Unless otherwise explicitly agreed in writing at the time of purchase, Customer agrees to pay such taxes (excluding US taxes based on Intwine's or its distributors', resellers', or partners' net income) unless Customer has provided a valid exemption certificate. In the case of any withholding requirements, Customer will pay any required withholding itself and will not reduce the amount paid on account thereof.

7. TERMINATION

7.1 This Agreement shall continue until terminated in accordance with this Section 7.

7.2 Intwine may terminate this Agreement immediately upon written notice to Customer in the event of any material breach of this Agreement by Customer or its employees or agents, or failure to pay any Fees or other amounts when due hereunder.

7.3 Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings (provided such proceedings are not dismissed within thirty (30) days of such institution), (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business.

7.4 Customer's access to the Service, and any licenses granted hereunder, shall terminate upon any termination of this Agreement. All sections of this Agreement, which by their nature should survive termination, will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability. The following Sections will survive any termination of this Agreement: 2 through 6, this section 7, and 8 through 11.

7.5 Customer agrees that upon any termination of this Agreement, Customer will not be entitled to a refund of fees for any additional work previously performed by Intwine at Customer's request or any pre-paid Fees for Subscriptions still in effect at the time of termination, and Customer's obligation to pay any balance due shall survive any such termination.

8. LIMITED WARRANTIES; DISCLAIMER OF WARRANTIES

8.1 Intwine warrants only that the Service will conform to Intwine's official documentation therefor. The sole remedy available to the Customer for breach of the foregoing limited warranty is the reperformance of the Service that fails to comply with the foregoing limited warranty, or, in lieu thereof, and at Intwine's sole discretion, a refund of the Fee paid by the Customer for the period of non-conformance.

8.2 INTWINE DOES NOT WARRANT THAT THE OPERATION OF THE SERVICE OR ANY FUNCTION CONTAINED THEREIN WILL MEET CUSTOMER'S REQUIREMENTS, BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVERS THAT MAKE THIS SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT FOR THE FOREGOING EXPRESS LIMITED WARRANTIES, THE SERVICE, SOFTWARE AND INTWINE PROPRIETARY INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND.

8.3 INTWINE MAKES NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICE. INTWINE SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 Intwine will not be liable for any loss resulting from a cause over which it does not have direct control.

9.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL INTWINE OR ITS THIRD PARTY LICENSORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY, LOSS OF PRIVACY, CORRUPTION OR LOSS OF DATA, FAILURES TO TRANSMIT OR RECEIVE DATA OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SERVICE OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF INTWINE OR ITS THIRD PARTY LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3 THE TOTAL LIABILITY OF INTWINE AND ITS LICENSORS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE LESSER OF (i) ONE THOUSAND DOLLARS (\$1,000), OR (ii) THE FEES PAID TO INTWINE HEREUNDER IN THE THREE MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9.4 THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

10. U.S. GOVERNMENT MATTERS

Customer shall not provide to any person or export or re-export or allow the export or re-export of the Service or any software or anything related thereto or any direct product thereof (collectively "Controlled Subject Matter"), in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Without limiting the foregoing, Customer acknowledges and agrees that the Controlled Subject Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Customer's use of the Service is deemed a representation and warranty by Customer that the user is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Controlled Subject Matter may use or include encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations. As defined in FAR section 2.101, any software and documentation provided by Intwine are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11. MISCELLANEOUS

11.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

11.2 This Agreement is not assignable, transferable or sublicensable by Customer except with Intwine's prior written consent. Intwine may transfer and assign any of its rights and obligations under this Agreement with written notice to Customer.

11.3 This Agreement is the complete and exclusive statement of the mutual understanding of the parties relating to the subject matter of this Agreement, and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.

11.4 Neither party shall be liable to the other or responsible for delay or non-performance of any of the terms of the Agreement due to Force Majeure.

11.5 No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect whatsoever.

11.6 In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover its reasonable costs and attorneys' fees from the non-prevailing party.

11.7 All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid.

11.8 This Agreement shall be governed by the laws of the State of Ohio and the parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in Cuyahoga County, Ohio for any dispute arising out of this Agreement.

11.9 Intwine reserves the right, in its sole discretion, to change, modify, add or remove provisions of this Agreement at any time. Customer is responsible for regularly reviewing this Agreement for changes. By using the Service after Intwine posts any changes to this Agreement or otherwise notifies Customer of such changes, Customer agrees to accept those changes, whether or not Customer has reviewed them. If Customer does not agree to such changes, Customer should not use the Service and Customer should terminate Customer's Subscription.

11.10 No Implied Waivers. If either party fails to require performance of any duty hereunder by the other party, such failure shall not affect its right to require performance of that or any other duty thereafter. The waiver by either party of a breach of any provision of this Agreement shall not be a waiver of the provision itself or a waiver of any breach thereafter, or a waiver of any other provision herein.

11.11 Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A counterpart of this Agreement executed and delivered by facsimile or electronic mail shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or electronic mail shall also deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

12. INDEMNIFICATION

If Intwine receives any notice or claim that Customer's use of the Service may infringe or violate rights of a third party or any applicable law or regulation (a "Claim"), Intwine may (but is not required to) suspend activity hereunder with respect to Customer's use of the Service. Customer shall indemnify, defend, and hold harmless Intwine, its affiliates, subsidiaries, and its and their respective officers, directors, employees, agents, contractors, suppliers, successors, and assigns from and against any third party judgments, claims, actions, losses, damages, liabilities, costs, or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) of any kind arising from or attributable to in connection with any such Claim. This section shall survive the expiration or termination of the Agreement.

13. WIRELESS SERVICE PROVIDERS

Customer acknowledges and agrees that the Service may include services provided to Intwine by one or more Wireless Service Providers. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH INTWINE'S UNDERLYING WIRELESS SERVICE PROVIDERS OR SUCH PROVIDERS' AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN INTWINE AND ANY UNDERLYING WIRELESS SERVICE PROVIDER. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING WIRELESS SERVICE PROVIDERS AND THEIR AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

City Of Newburgh Signature_____

Intwine Connect Signature_____



Intwine Connect, LLC
8401 Chagrin Road, 10A
Chagrin Falls, OH 44023

QUOTE

DATE: 8/21/2025
QUOTE #7826

TO: City Of Newburgh

City Of Newburgh Fire Call Recording Quote

Quantity	SKU	Unit Price	Monthly Price	Shipping	Monthly Total	Total Upfront
1	Intwine Hosted Call Recording - 4000 Minutes	\$25.00	\$45.00	\$0.00	\$45.00	\$25.00
				Total	\$45.00	\$25.00

- Quote Is Valid for 30 Days
- Overage Fee = \$15.00 / 1,000 minute block
- Audio File Retention - 30 Days

If you have any questions regarding this quote, please contact Raphael Sirianni,
onetalksupport@[intwineconnect.com](mailto:onetalksupport@intwineconnect.com)

TERMS OF SERVICE AND LICENSE AGREEMENT

1. SERVICE SUBSCRIPTION

1.1 Subject to this Agreement, Intwine will provide the Customer with a subscription to access Intwine's cloud-based network management, connectivity and other related services provided by Intwine through the Internet as described at www.intwineconnect.com and rmp.intwineconnect.com or as otherwise documented and made available to Customer upon request by Intwine (collectively referred to as the "Service").

1.2 The Service and the software underlying or used to deliver the Service are hosted on servers under the control or direction of Intwine or its third party providers. The Service is subject to modification from time to time at Intwine's sole discretion, for any purpose deemed appropriate by Intwine. Intwine will use reasonable efforts to give Customer prior written notice of any material modifications to the Service.

1.3 For paid Customer accounts in good standing, Intwine will use commercially reasonable efforts to make the Service available. Notwithstanding the foregoing, Intwine has the right to suspend Customer's access to the Service: (i) for scheduled or emergency maintenance, (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due, or (iii) as a result of circumstances beyond Intwine's reasonable control (including, but not limited to: acts of God, acts of government, flood, fire, earthquake, civil unrest, acts of terror, strike or other labor problem, hosting provider failure or delay, issues related to a third party, or denial of service attacks) ("Force Majeure").

1.4 Subject to the terms hereof, Intwine or its designated third-party partners will provide reasonable support to Customer for the Service. Customer will designate an employee who will be responsible for all matters relating to this Agreement ("Primary Contact"). Customer may change the individual designated as Primary Contact at any time.

1.5 Customer is responsible for all acts and omissions of its employees and agents (including any breaches of this Agreement) as if Customer committed such act or omission itself. Intwine may exercise any rights and remedies under this Agreement, at law or in equity, against Customer based upon such acts or omissions of such employees or agents.

2. CUSTOMER RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, and will not permit any third party to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure or algorithms of any portion of the Service, documentation or data related to the Service (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); modify, translate, or create derivative works based on the Service; use the Service for timesharing or service bureau purposes or for any purpose other than its own internal use (unless Customer is an Intwine Dealer and has reviewed and agreed to be bound by the additional terms and conditions set forth in the Dealer Agreement ("Dealer Addendum") available separately and hereby incorporated herein by reference). The customer is not permitted to use the Service in connection with any high risk or strict liability activity; use the Service other than in accordance with this Agreement and in compliance with all applicable laws and regulations, including but not limited to any privacy laws, and laws and regulations concerning intellectual property, consumer and child protection, obscenity or defamation; run or use any processes that run or are activated while Customer is not logged on to the Service or that "crawl," "scrape," or "spider" the Service; or use the Service in any manner that (i) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable (including without limitation, accessing any computer, computer system, network, software, or data without authorization, breaching the security of another user or system, or attempting to circumvent any user authentication or security process), (ii) impersonates any person or entity, including without limitation any employee or representative of Intwine, or (iii) contains a virus, Trojan horse, worm, time bomb, unsolicited bulk, commercial, or "spam" message, or other harmful computer code, file, or program (including without limitation, password guessing programs, decoders, password gatherers, keystroke loggers, cracking tools, packet sniffers, or encryption circumvention programs). Notwithstanding anything to the contrary, Intwine reserves the right to suspend or limit Customer's access to the Service if Intwine determines, in its sole discretion, that Customer's use of the Service does or is likely to: (a) damage the Service or interfere with Intwine's ability to reliably provide the Service to other users; or (b) place an unreasonable or unexpected load on the Service (c) there is a threat or attack on the cloud servers hosting the Service (including a denial of service attack) or other event that may create a risk to the Service, to Customer or to any other user of the Service; (d) Customer's use of the Service disrupts or poses a security risk to the Service or any other user of the Service, may harm Intwine's systems or any other user of the Service, or may subject Intwine or any third party to liability; (e) Customer is misusing the Service or using the Service for fraudulent or illegal activities; (f) subject to applicable law, Customer has ceased to continue Customer's business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Customer's assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; (g) Customer is using the Service in breach of the Agreement; (h) Customer is in default of Customer's payment obligations hereunder; or (g) there is an unusual spike or increase in Customer's use of the Service (collectively, "Service Suspensions"). Customer understands that many of the reasons for suspension listed above are imposed on us by third party licensors, are subject to change without notice, and may result in Customer's access to the Service being suspended as a result of the actions of other users. Intwine will make commercially reasonable efforts to provide written notice of any Service Suspension to Customer (including notices posted on the website or sent to Customer's registered e-mail address) and to provide updates regarding resumption of Customer's access to the Service following any Service Suspension. Intwine will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer may incur as a result of any Service Suspension or limitations related to carrier coverage or support.

2.2 Customer will cooperate with Intwine in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as Intwine may reasonably request. Customer will also cooperate with Intwine in establishing a password or other procedures for verifying that only designated employees of Customer has access to any administrative functions of the Service.

2.3 Customer shall indemnify, defend, and hold harmless Intwine, its affiliates, subsidiaries, and its and their respective officers, directors, employees, agents, contractors, suppliers, successors, and assigns from and against any third party judgments, claims, actions, losses, damages, liabilities, costs, or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) of any kind arising from or attributable to (i) any breach by Customer or its employees or agents of Customer's obligations contained herein, or (ii) any violation by Customer of any privacy, employee, or consumer protection right. This section shall survive the expiration or termination of the Agreement.

2.4 Customer will be responsible for maintaining the security of Customer's account, passwords, including but not limited to administrative and user passwords and files, and for all uses of Customer's account, whether with or without Intwine's knowledge or consent.

2.5 THE SERVICE IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE WITH DATA, CONTENT OR INFORMATION USED FOR OR REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPON SYSTEMS, IN WHICH THE FAILURE OF THE SERVICE, INTERNET OR THIRD PARTY CLOUD SERVICE PROVIDER INFRASTRUCTURE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK APPLICATIONS"). Intwine and its third party licensors specifically disclaim any express or implied warranty of fitness for High Risk Applications.

Customer acknowledges and agrees that the Service may include services provided to Intwine by one or more wireless service providers. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH INTWINE'S UNDERLYING WIRELESS SERVICE PROVIDERS OR SUCH PROVIDERS' AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN INTWINE AND ANY UNDERLYING WIRELESS SERVICE PROVIDER. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING WIRELESS SERVICE PROVIDERS AND THEIR AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

3. CONFIDENTIALITY

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's technology or business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Without limiting the foregoing, any software provided by Intwine or to which Intwine allows Customer to access, is Intwine Proprietary Information. Customer will obtain agreement from its employees and agents that it will treat Intwine Proprietary Information in accordance with the terms of this Agreement prior to allowing any such employee or agent to have access to the Service.

3.2 The Receiving Party agrees (i) to give access to such Proprietary Information solely to those of its employees with a need to have access thereto for purposes of this Agreement, and (ii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party use less than a reasonable degree of care to protect such Proprietary Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed by it without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure (if such notice is permitted by applicable law) in order to allow the Disclosing Party an opportunity to contest such order.

3.3 Customer acknowledges that Intwine does not wish to receive any Proprietary Information from Customer that is not necessary for Intwine to perform its obligations under this Agreement (including, without limitation, any information protected under applicable privacy laws and regulations), and, unless the parties specifically agree otherwise, Intwine may reasonably presume that any information unrelated to the Service received from Customer is not Proprietary Information.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Intwine alone (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Service, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Service. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service or any Intellectual Property Rights owned by Intwine, Inc. or its third party licensors.

4.2 Customer represents and warrants that Customer owns and will continue to own all worldwide right, title and interest in, or holds and will continue to hold a valid license to, all information distributed by or on behalf of Customer through the Service ("Content") and the intellectual property rights with respect to that Content. If Intwine receives any notice or claim that any Content, or any of its activities with respect to any Content or its use of the Service, may infringe or violate rights of a third party or any applicable law or regulation (a "Claim"), Intwine may (but is not required to) suspend activity hereunder with respect to that Content or use of the Service. Customer shall indemnify, defend, and hold harmless Intwine, its affiliates, subsidiaries, and its and their respective officers, directors, employees, agents, contractors, suppliers, successors, and assigns from and against any third party judgments, claims, actions, losses, damages, liabilities, costs, or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) of any kind arising from or attributable to in connection with any such Claim. This section shall survive the expiration or termination of the Agreement.

5. USE OF DATA

5.1 By using or accessing the Service, Customer hereby grants to Intwine during the term of this Agreement a worldwide, royalty-free, non-exclusive, irrevocable, sublicensable right and license to use, copy, display, perform, store, distribute and modify Data as necessary to perform the Service. "Data" means all electronic data and information submitted by Customer for set up and provisioning of the Service, and information created, generated, collected or harvested by Intwine in the furtherance of this Agreement and the security and performance of the Service. Data does not include any Content.

5.2 Notwithstanding anything else in this Agreement or otherwise, Intwine may monitor Customer's use of the Service in an aggregate and anonymous manner, compile statistical and performance information related to the provision and operation of the Service ("Intwine Data"), and may make such information publicly available, provided that such information does not identify Customer or Customer's confidential information. Intwine shall own all right, title and interest in and to the Intwine Data. To the extent needed to perfect Intwine's ownership in the Intwine Data, Customer hereby irrevocably assigns all right, title and interest in such Intwine Data to Intwine.

5.3 The Service may make use of non-PII location data (including, but not limited to, GPS coordinates, the MAC address and received signal strength of nearby Wi-Fi access points, nearby cell tower IDs, and the IP Address) that is sent by devices using the Service. In order to allow Intwine to provide the best user experience, the Service may utilize a third party provider to resolve location requests. At all times, Customer's location information will be treated in accordance with such third party's privacy policy, a copy of which is available upon request. Customer consents to Intwine and its partners' transmission, collection, maintenance, processing and use of Customer's location data and queries to provide and improve location-based products and services.

6. PAYMENT OF FEES

6.1 Customer will pay the applicable fees as set forth at the time of purchase by Intwine or its distributors, resellers or partners ("Fees") for availability, features and functionalities of the Service subscribed to by Customer ("Subscription") without any right of set-off or deduction. To the extent applicable, Customer will pay for additional services, such as integration fees or other consulting fees. All payments will be due beginning on the date of Service initiation. All Fees paid hereunder (including any prepaid amounts) are non-refundable, including without limitation if this Agreement is terminated in accordance with Section 7 below.

6.2 Unpaid Fees may be subject to a finance charge of one percent (1.0%) per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees. Fees under this Agreement are exclusive of all taxes, including national, state or provincial and local use, sales, value-added, property and similar taxes, if any. Unless otherwise explicitly agreed in writing at the time of purchase, Customer agrees to pay such taxes (excluding US taxes based on Intwine's or its distributors', resellers', or partners' net income) unless Customer has provided a valid exemption certificate. In the case of any withholding requirements, Customer will pay any required withholding itself and will not reduce the amount paid on account thereof.

7. TERMINATION

7.1 This Agreement shall continue until terminated in accordance with this Section 7.

7.2 Intwine may terminate this Agreement immediately upon written notice to Customer in the event of any material breach of this Agreement by Customer or its employees or agents, or failure to pay any Fees or other amounts when due hereunder.

7.3 Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings (provided such proceedings are not dismissed within thirty (30) days of such institution), (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business.

7.4 Customer's access to the Service, and any licenses granted hereunder, shall terminate upon any termination of this Agreement. All sections of this Agreement, which by their nature should survive termination, will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability. The following Sections will survive any termination of this Agreement: 2 through 6, this section 7, and 8 through 11.

7.5 Customer agrees that upon any termination of this Agreement, Customer will not be entitled to a refund of fees for any additional work previously performed by Intwine at Customer's request or any pre-paid Fees for Subscriptions still in effect at the time of termination, and Customer's obligation to pay any balance due shall survive any such termination.

8. LIMITED WARRANTIES; DISCLAIMER OF WARRANTIES

8.1 Intwine warrants only that the Service will conform to Intwine's official documentation therefor. The sole remedy available to the Customer for breach of the foregoing limited warranty is the reperformance of the Service that fails to comply with the foregoing limited warranty, or, in lieu thereof, and at Intwine's sole discretion, a refund of the Fee paid by the Customer for the period of non-conformance.

8.2 INTWINE DOES NOT WARRANT THAT THE OPERATION OF THE SERVICE OR ANY FUNCTION CONTAINED THEREIN WILL MEET CUSTOMER'S REQUIREMENTS, BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVERS THAT MAKE THIS SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT FOR THE FOREGOING EXPRESS LIMITED WARRANTIES, THE SERVICE, SOFTWARE AND INTWINE PROPRIETARY INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND.

8.3 INTWINE MAKES NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICE. INTWINE SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 Intwine will not be liable for any loss resulting from a cause over which it does not have direct control.

9.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL INTWINE OR ITS THIRD PARTY LICENSORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY, LOSS OF PRIVACY, CORRUPTION OR LOSS OF DATA, FAILURES TO TRANSMIT OR RECEIVE DATA OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SERVICE OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF INTWINE OR ITS THIRD PARTY LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3 THE TOTAL LIABILITY OF INTWINE AND ITS LICENSORS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE LESSER OF (i) ONE THOUSAND DOLLARS (\$1,000), OR (ii) THE FEES PAID TO INTWINE HEREUNDER IN THE THREE MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9.4 THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

10. U.S. GOVERNMENT MATTERS

Customer shall not provide to any person or export or re-export or allow the export or re-export of the Service or any software or anything related thereto or any direct product thereof (collectively "Controlled Subject Matter"), in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Without limiting the foregoing, Customer acknowledges and agrees that the Controlled Subject Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Customer's use of the Service is deemed a representation and warranty by Customer that the user is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Controlled Subject Matter may use or include encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations. As defined in FAR section 2.101, any software and documentation provided by Intwine are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11. MISCELLANEOUS

11.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

11.2 This Agreement is not assignable, transferable or sublicensable by Customer except with Intwine's prior written consent. Intwine may transfer and assign any of its rights and obligations under this Agreement with written notice to Customer.

11.3 This Agreement is the complete and exclusive statement of the mutual understanding of the parties relating to the subject matter of this Agreement, and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.

11.4 Neither party shall be liable to the other or responsible for delay or non-performance of any of the terms of the Agreement due to Force Majeure.

11.5 No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect whatsoever.

11.6 In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover its reasonable costs and attorneys' fees from the non-prevailing party.

11.7 All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid.

11.8 This Agreement shall be governed by the laws of the State of Ohio and the parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in Cuyahoga County, Ohio for any dispute arising out of this Agreement.

11.9 Intwine reserves the right, in its sole discretion, to change, modify, add or remove provisions of this Agreement at any time. Customer is responsible for regularly reviewing this Agreement for changes. By using the Service after Intwine posts any changes to this Agreement or otherwise notifies Customer of such changes, Customer agrees to accept those changes, whether or not Customer has reviewed them. If Customer does not agree to such changes, Customer should not use the Service and Customer should terminate Customer's Subscription.

11.10 No Implied Waivers. If either party fails to require performance of any duty hereunder by the other party, such failure shall not affect its right to require performance of that or any other duty thereafter. The waiver by either party of a breach of any provision of this Agreement shall not be a waiver of the provision itself or a waiver of any breach thereafter, or a waiver of any other provision herein.

11.11 Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A counterpart of this Agreement executed and delivered by facsimile or electronic mail shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or electronic mail shall also deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

12. INDEMNIFICATION

If Intwine receives any notice or claim that Customer's use of the Service may infringe or violate rights of a third party or any applicable law or regulation (a "Claim"), Intwine may (but is not required to) suspend activity hereunder with respect to Customer's use of the Service. Customer shall indemnify, defend, and hold harmless Intwine, its affiliates, subsidiaries, and its and their respective officers, directors, employees, agents, contractors, suppliers, successors, and assigns from and against any third party judgments, claims, actions, losses, damages, liabilities, costs, or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) of any kind arising from or attributable to in connection with any such Claim. This section shall survive the expiration or termination of the Agreement.

13. WIRELESS SERVICE PROVIDERS

Customer acknowledges and agrees that the Service may include services provided to Intwine by one or more Wireless Service Providers. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH INTWINE'S UNDERLYING WIRELESS SERVICE PROVIDERS OR SUCH PROVIDERS' AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN INTWINE AND ANY UNDERLYING WIRELESS SERVICE PROVIDER. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING WIRELESS SERVICE PROVIDERS AND THEIR AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

City Of Newburgh Signature_____

Intwine Connect Signature_____



QUOTE

Intwine Connect, LLC
8401 Chagrin Road, 10A
Chagrin Falls, OH 44023

DATE: 9/19/2024
QUOTE #7721

TO: City Of Newburgh

City of Newburgh Quote

QTY	SKU	Description	Unit Price	Total
1	eFax Service	eFax Service – Collector - 845-569-7460	\$20/Month	\$20/Month
1	eFax Service	eFax Service – City Manager - 845-569-7370	\$20/Month	\$20/Month
1	eFax Service	eFax Service – Code Compliance - 845-569-0096	\$20/Month	\$20/Month
1	eFax Service	eFax Service – City Historian - 845-569-8091	\$20/Month	\$20/Month
1	eFax Service	eFax Service – Comptroller - 845-569-7490	\$20/Month	\$20/Month
1	eFax Service	eFax Service – Corporation Counsel - 845-569-7338	\$20/Month	\$20/Month
1	eFax Service	eFax Service – Parking Tribunal - 845-569-7460	\$20/Month	\$20/Month
1	eFax Service	eFax Service – Fire Department - 845-569-7435	\$20/Month	\$20/Month
1	eFax Service	eFax Service – Public Works – 845-561-6710	\$20/Month	\$20/Month
1	eFax Service	eFax Service – Planning & Development – 845-569-9700	\$20/Month	\$20/Month
1	eFax Service	eFax Service – Police Department - 845-565-5662	\$20/Month	\$20/Month
1	eFax Service	eFax Service – Wastewater Treatment - 845-565-8440	\$20/Month	\$20/Month
1	eFax Service	eFax Service – Water Department 845-565-2537	\$20/Month	\$20/Month
13	eFax Setup	eFax Setup	\$ 25	\$ 325
2	Voicemail to Email	Voicemail to Email Service	\$5/Month	\$10/Month
		TOTAL ONE TIME CHARGES	\$	325
		TOTAL SUBSCRIPTION		\$270/Month

NOTES:

- Quote Is Valid for 30 Days

What's Included

- Unlimited Faxes
- Introduction and portal training
- Tier 1 technical support
- Portal set-up/Activation

If you have any questions regarding this quote, please contact Josh Stull,
jistull@intwineconnect.com

TERMS OF SERVICE AND LICENSE AGREEMENT

1. SERVICE SUBSCRIPTION

1.1 Subject to this Agreement, Intwine will provide the Customer with a subscription to access Intwine's cloud-based network management, connectivity and other related services provided by Intwine through the Internet as described at www.intwineconnect.com and rmp.intwineconnect.com or as otherwise documented and made available to Customer upon request by Intwine (collectively referred to as the "Service").

1.2 The Service and the software underlying or used to deliver the Service are hosted on servers under the control or direction of Intwine or its third party providers. The Service is subject to modification from time to time at Intwine's sole discretion, for any purpose deemed appropriate by Intwine. Intwine will use reasonable efforts to give Customer prior written notice of any material modifications to the Service.

1.3 For paid Customer accounts in good standing, Intwine will use commercially reasonable efforts to make the Service available. Notwithstanding the foregoing, Intwine has the right to suspend Customer's access to the Service: (i) for scheduled or emergency maintenance, (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due, or (iii) as a result of circumstances beyond Intwine's reasonable control (including, but not limited to: acts of God, acts of government, flood, fire, earthquake, civil unrest, acts of terror, strike or other labor problem, hosting provider failure or delay, issues related to a third party, or denial of service attacks) ("Force Majeure").

1.4 Subject to the terms hereof, Intwine or its designated third-party partners will provide reasonable support to Customer for the Service. Customer will designate an employee who will be responsible for all matters relating to this Agreement ("Primary Contact"). Customer may change the individual designated as Primary Contact at any time.

1.5 Customer is responsible for all acts and omissions of its employees and agents (including any breaches of this Agreement) as if Customer committed such act or omission itself. Intwine may exercise any rights and remedies under this Agreement, at law or in equity, against Customer based upon such acts or omissions of such employees or agents.

2. CUSTOMER RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, and will not permit any third party to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure or algorithms of any portion of the Service, documentation or data related to the Service (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); modify, translate, or create derivative works based on the Service; use the Service for timesharing or service bureau purposes or for any purpose other than its own internal use (unless Customer is an Intwine Dealer and has reviewed and agreed to be bound by the additional terms and conditions set forth in the Dealer Agreement ("Dealer Addendum") available separately and hereby incorporated herein by reference). The customer is not permitted to use the Service in connection with any high risk or strict liability activity; use the Service other than in accordance with this Agreement and in compliance with all applicable laws and regulations, including but not limited to any privacy laws, and laws and regulations concerning intellectual property, consumer and child protection, obscenity or defamation; run or use any processes that run or are activated while Customer is not logged on to the Service or that "crawl," "scrape," or "spider" the Service; or use the Service in any manner that (i) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable (including without limitation, accessing any computer, computer system, network, software, or data without authorization, breaching the security of another user or system, or attempting to circumvent any user authentication or security process), (ii) impersonates any person or entity, including without limitation any employee or representative of Intwine, or (iii) contains a virus, Trojan horse, worm, time bomb, unsolicited bulk, commercial, or "spam" message, or other harmful computer code, file, or program (including without limitation, password guessing programs, decoders, password gatherers, keystroke loggers, cracking tools, packet sniffers, or encryption circumvention programs). Notwithstanding anything to the contrary, Intwine reserves the right to suspend or limit Customer's access to the Service if Intwine determines, in its sole discretion, that Customer's use of the Service does or is likely to: (a) damage the Service or interfere with Intwine's ability to reliably provide the Service to other users; or (b) place an unreasonable or unexpected load on the Service (c) there is a threat or attack on the cloud servers hosting the Service (including a denial of service attack) or other event that may create a risk to the Service, to Customer or to any other user of the Service; (d) Customer's use of the Service disrupts or poses a security risk to the Service or any other user of the Service, may harm Intwine's systems or any other user of the Service, or may subject Intwine or any third party to liability; (e) Customer is misusing the Service or using the Service for fraudulent or illegal activities; (f) subject to applicable law, Customer has ceased to continue Customer's business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Customer's assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; (g) Customer is using the Service in breach of the Agreement; (h) Customer is in default of Customer's payment obligations hereunder; or (g) there is an unusual spike or increase in Customers use of the Service (collectively, "Service Suspensions"). Customer understands that many of the reasons for suspension listed above are imposed on us by third party licensors, are subject to change without notice, and may result in Customer's access to the Service being suspended as a result of the actions of other users. Intwine will make commercially reasonable efforts to provide written notice of any Service Suspension to Customer (including notices posted on the website or sent to Customer's registered e-mail address) and to provide updates regarding resumption of Customer's access to the Service following any Service Suspension. Intwine will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer may incur as a result of any Service Suspension or limitations related to carrier coverage or support.

2.2 Customer will cooperate with Intwine in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as Intwine may reasonably request. Customer will also cooperate with Intwine in establishing a password or other procedures for verifying that only designated employees of Customer has

access to any administrative functions of the Service.

2.3 Customer shall indemnify, defend, and hold harmless Intwine, its affiliates, subsidiaries, and its and their respective officers, directors, employees, agents, contractors, suppliers, successors, and assigns from and against any third party judgments, claims, actions, losses, damages, liabilities, costs, or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) of any kind arising from or attributable to (i) any breach by Customer or its employees or agents of Customer's obligations contained herein, or (ii) any violation by Customer of any privacy, employee, or consumer protection right. This section shall survive the expiration or termination of the Agreement.

2.4 Customer will be responsible for maintaining the security of Customer's account, passwords, including but not limited to administrative and user passwords and files, and for all uses of Customers account, whether with or without Intwine's knowledge or consent.

2.5 THE SERVICE IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE WITH DATA, CONTENT OR INFORMATION USED FOR OR REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPON SYSTEMS, IN WHICH THE FAILURE OF THE SERVICE, INTERNET OR THIRD PARTY CLOUD SERVICE PROVIDER INFRASTRUCTURE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK APPLICATIONS"). Intwine and its third party licensors specifically disclaim any express or implied warranty of fitness for High Risk Applications.

Customer acknowledges and agrees that the Service may include services provided to Intwine by one or more wireless service providers. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH INTWINE'S UNDERLYING WIRELESS SERVICE PROVIDERS OR SUCH PROVIDERS' AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN INTWINE AND ANY UNDERLYING WIRELESS SERVICE PROVIDER. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING WIRELESS SERVICE PROVIDERS AND THEIR AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

3. CONFIDENTIALITY

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's technology or business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Without limiting the foregoing, any software provided by Intwine or to which Intwine allows Customer to access, is Intwine Proprietary Information. Customer will treat Intwine Proprietary Information in accordance with the terms of this Agreement prior to allowing any such employee or agent to have access to the Service.

3.2 The Receiving Party agrees (i) to give access to such Proprietary Information solely to those of its employees with a need to have access thereto for purposes of this Agreement, and (ii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party use less than a reasonable degree of care to protect such Proprietary Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed by it without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure (if such notice is permitted by applicable law) in order to allow the Disclosing Party an opportunity to contest such order.

3.3 Customer acknowledges that Intwine does not wish to receive any Proprietary Information from Customer that is not necessary for Intwine to perform its obligations under this Agreement (including, without limitation, any information protected under applicable privacy laws and regulations), and, unless the parties specifically agree otherwise, Intwine may reasonably presume that any information unrelated to the Service received from Customer is not Proprietary Information.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Intwine alone (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Service, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Service. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service or any Intellectual Property Rights owned by Intwine, Inc. or its third party licensors.

4.2 Customer represents and warrants that Customer owns and will continue to own all worldwide right, title and interest in, or holds and will continue to hold a valid license to, all information distributed by or on behalf of Customer through the Service ("Content") and the intellectual property rights with respect to that Content. If Intwine receives any notice or claim that any Content, or any of its activities with respect to any Content or its use of the Service, may infringe or violate rights of a third party or any applicable law or regulation (a "Claim"), Intwine may (but is not required to) suspend activity hereunder with respect to that Content or use of the Service. Customer shall indemnify, defend, and hold harmless Intwine, its affiliates, subsidiaries, and its and their respective officers, directors, employees, agents, contractors, suppliers, successors, and assigns from and against any third party judgments, claims, actions, losses, damages, liabilities, costs, or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) of any kind arising from or attributable to in connection with any such Claim. This section shall survive the expiration or termination of the Agreement.

5. USE OF DATA

5.1 By using or accessing the Service, Customer hereby grants to Intwine during the term of this Agreement a worldwide, royalty-free, non-exclusive, irrevocable, sublicensable right and license to use, copy, display, perform, store, distribute and modify Data as necessary to perform the Service. "Data" means all electronic data and information submitted by Customer for set up and provisioning of the Service, and information created, generated, collected or harvested by Intwine in the furtherance of this Agreement and the security and performance of the Service. Data does not include any Content.

5.2 Notwithstanding anything else in this Agreement or otherwise, Intwine may monitor Customer's use of the Service in an aggregate and anonymous manner, compile statistical and performance information related to the provision and operation of the Service ("Intwine Data"), and may make such information publicly available, provided that such information does not identify Customer or Customer's confidential information. Intwine shall own all right, title and interest in and to the Intwine Data. To the extent needed to perfect Intwine's ownership in the Intwine Data, Customer hereby irrevocably assigns all right, title and interest in such Intwine Data to Intwine.

5.3 The Service may make use of non-PII location data (including, but not limited to, GPS coordinates, the MAC address and received signal strength of nearby Wi-Fi access points, nearby cell tower IDs, and the IP Address) that is sent by devices using the Service. In order to allow Intwine to provide the best user experience, the Service may utilize a third party provider to resolve location requests. At all times, Customer's location information will be treated in accordance with such third party's privacy policy, a copy of which is available upon request. Customer consents to Intwine and its partners' transmission, collection, maintenance, processing and use of Customer's location data and queries to provide and improve location-based products and services.

6. PAYMENT OF FEES

6.1 Customer will pay the applicable fees as set forth at the time of purchase by Intwine or its distributors, resellers or partners ("Fees") for availability, features and functionalities of the Service subscribed to by Customer ("Subscription") without any right of set-off or deduction. To the extent applicable, Customer will pay for additional services, such as integration fees or other consulting fees. All payments will be due beginning on the date of Service initiation. All Fees paid hereunder (including any prepaid amounts) are non-refundable, including without limitation if this Agreement is terminated in accordance with Section 7 below.

6.2 Unpaid Fees may be subject to a finance charge of one percent (1.0%) per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees. Fees under this Agreement are exclusive of all taxes, including national, state or provincial and local use, sales, value-added, property and similar taxes, if any. Unless otherwise explicitly agreed in writing at the time of purchase, Customer agrees to pay such taxes (excluding US taxes based on Intwine's or its distributors', resellers', or partners' net income) unless Customer has provided a valid exemption certificate. In the case of any withholding requirements, Customer will pay any required withholding itself and will not reduce the amount paid on account thereof.

7. TERMINATION

7.1 This Agreement shall continue until terminated in accordance with this Section 7.

7.2 Intwine may terminate this Agreement immediately upon written notice to Customer in the event of any material breach of this Agreement by Customer or its employees or agents, or failure to pay any Fees or other amounts when due hereunder.

7.3 Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings (provided such proceedings are not dismissed within thirty (30) days of such institution), (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business.

7.4 Customer's access to the Service, and any licenses granted hereunder, shall terminate upon any termination of this Agreement. All sections of this Agreement, which by their nature should survive termination, will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability. The following Sections will survive any termination of this Agreement: 2 through 6, this section 7, and 8 through 11.

7.5 Customer agrees that upon any termination of this Agreement, Customer will not be entitled to a refund of fees for any additional work previously performed by Intwine at Customer's request or any pre-paid Fees for Subscriptions still in effect at the time of termination, and Customer's obligation to pay any balance due shall survive any such termination.

8. LIMITED WARRANTIES; DISCLAIMER OF WARRANTIES

8.1 Intwine warrants only that the Service will conform to Intwine's official documentation therefor. The sole remedy available to the Customer for breach of the foregoing limited warranty is the reperformance of the Service that fails to comply with the foregoing limited warranty, or, in lieu thereof, and at Intwine's sole discretion, a refund of the Fee paid by the Customer for the period of non-conformance.

8.2 INTWINE DOES NOT WARRANT THAT THE OPERATION OF THE SERVICE OR ANY FUNCTION CONTAINED THEREIN WILL MEET CUSTOMER'S REQUIREMENTS, BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVERS THAT MAKE THIS SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT FOR THE FOREGOING EXPRESS LIMITED WARRANTIES, THE SERVICE, SOFTWARE AND INTWINE PROPRIETARY INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND.

8.3 INTWINE MAKES NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICE. INTWINE SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 Intwine will not be liable for any loss resulting from a cause over which it does not have direct control.

9.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL INTWINE OR ITS THIRD PARTY LICENSORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY, LOSS OF PRIVACY, CORRUPTION OR LOSS OF DATA, FAILURES TO TRANSMIT OR RECEIVE DATA OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SERVICE OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF INTWINE OR ITS THIRD PARTY LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3 THE TOTAL LIABILITY OF INTWINE AND ITS LICENSORS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE LESSER OF (i) ONE THOUSAND DOLLARS (\$1,000), OR (ii) THE FEES PAID TO INTWINE HEREUNDER IN THE THREE MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9.4 THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

10. U.S. GOVERNMENT MATTERS

Customer shall not provide to any person or export or re-export or allow the export or re-export of the Service or any software or anything related thereto or any direct product thereof (collectively "Controlled Subject Matter"), in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Without limiting the foregoing, Customer acknowledges and agrees that the Controlled Subject Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Customer's use of the Service is deemed a representation and warranty by Customer that the user is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Controlled Subject Matter may use or include encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations. As defined in FAR section 2.101, any software and documentation provided by Intwine are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11. MISCELLANEOUS

11.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

11.2 This Agreement is not assignable, transferable or sublicensable by Customer except with Intwine's prior written consent. Intwine may transfer and assign any of its rights and obligations under this Agreement with written notice to Customer.

11.3 This Agreement is the complete and exclusive statement of the mutual understanding of the parties relating to the subject matter of this Agreement, and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.

11.4 Neither party shall be liable to the other or responsible for delay or non-performance of any of the terms of the Agreement due to Force Majeure.

11.5 No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect whatsoever.

11.6 All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid.

11.7 This Agreement shall be governed by the laws of the State of Ohio and the parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in Cuyahoga County, Ohio for any dispute arising out of this Agreement.

11.8 Intwine reserves the right, in its sole discretion, to change, modify, add or remove provisions of this Agreement at any time by notifying Customer of such changes and providing Customer 10 business days to agree to accept those changes or terminate Customer's Subscription.

11.9 No Implied Waivers. If either party fails to require performance of any duty hereunder by the other party, such failure shall not affect its right to require performance of that or any other duty thereafter. The waiver by either party of a breach of any provision of this Agreement shall not be a waiver of the provision itself or a waiver of any breach thereafter, or a waiver of any other provision herein.

11.10 Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A counterpart of this Agreement executed and delivered by facsimile or electronic mail shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or electronic mail shall also deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

12. INDEMNIFICATION

If Intwine receives any notice or claim that Customer's use of the Service may infringe or violate rights of a third party or any applicable law or regulation (a "Claim"), Intwine may (but is not required to) suspend activity hereunder with respect to Customer's use of the Service. Customer shall indemnify, defend, and hold harmless Intwine, its affiliates, subsidiaries, and its and their respective officers, directors, employees, agents, contractors, suppliers, successors, and assigns from and against any third party judgments, claims, actions, losses, damages, liabilities, costs, or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) of any kind arising from or attributable to in connection with any such Claim. This section shall survive the expiration or termination of the Agreement.

13. WIRELESS SERVICE PROVIDERS

Customer acknowledges and agrees that the Service may include services provided to Intwine by one or more Wireless Service Providers. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH INTWINE'S UNDERLYING WIRELESS SERVICE PROVIDERS OR SUCH PROVIDERS' AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN INTWINE AND ANY UNDERLYING WIRELESS SERVICE PROVIDER. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING WIRELESS SERVICE PROVIDERS AND THEIR AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

City Of Newburgh Signature_____

Intwine Connect Signature_____

RESOLUTION NO.: 224 - 2025

OF

OCTOBER 14, 2025

**A RESOLUTION APPROVING A CONTRACT WITH ABSOLUTE CONNECTIONS, INC.
FOR AN EVALUATION OF THE CITY OF NEWBURGH STREET CAMERA SYSTEM
IN THE AMOUNT OF \$9,998.07**

WHEREAS, the City of Newburgh proposes to undertake an evaluation of the existing surveillance cameras; and

WHEREAS, the City has received a proposal from Absolute Connections, Inc. in the amount of \$9,998.07 through the New York State Office of Government Services to conduct the evaluation and prepare a report of findings; and

WHEREAS, funding for the evaluation shall be derived from the Law Enforcement Technology Grant budget line CG.3120.0200.3350.2025; and

WHEREAS, this Council has reviewed the proposal and determined that entering into a contract with Absolute Connections, Inc. 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 contract with Absolute Connections, Inc. in the amount of \$9,998.07 for an evaluation of the existing surveillance cameras.



P.O Box 356
1520 Rt 9W
West Park, NY 12493

Quote

Date	Quote #
4/23/2025	14262

Name / Address
City of Newburgh 123 Grand Street Newburgh, NY 12550

Ship To
City of Newburgh 123 Grand Street Newburgh, NY 12550

Terms	Project
Net 30	Security Troubleshooting

Item	Description	Qty	Cost	Total
	SCOPE OF WORK: Troubleshooting Outdoor Cameras ~ Determine issues with existing non-working cameras and Report finding (nonworking camera, non working WIFI or power issues). Includes Mobilization of Bucket Truck			
Troubleshoot	CC-030EXT-Parking	1	578.71	578.71
Troubleshoot	PD-26-Northeast PTZ	1	578.71	578.71
Troubleshoot	PD-26-Southeast PTZ	1	578.71	578.71
Troubleshoot	SC-02	1	578.71	578.71
Troubleshoot	SC-08	1	578.71	578.71
Troubleshoot	SC-13	1	578.71	578.71
Troubleshoot	SC-14	1	578.71	578.71
Troubleshoot	SC-16	1	578.71	578.71
Troubleshoot	SC-17	1	578.71	578.71
Troubleshoot	SC-18	1	578.71	578.71
Troubleshoot	SC-20	1	578.71	578.71
Troubleshoot	SC-21	1	578.71	578.71
Troubleshoot	SC-23	1	578.71	578.71
Troubleshoot	SC-24	1	578.71	578.71
Troubleshoot	SC-27	1	578.71	578.71
Troubleshoot	SC-32	1	578.71	578.71
Troubleshoot	SC-33	1	578.71	578.71
Replace Cam	Replace CH-03-4TH FL with Camera provided by the City	1	160.00	160.00
THIS QUOTE IS FOR TROUBLESHOOTING ONLY Once problems are determined, a new repair quote would be generated. If cameras can be made operational during troubleshooting, by resetting as an example, no additional cost would apply to that location.				

Total

THIS PRICE LIST IS A QUOTATION ONLY AND IS NOT AN ORDER OR OFFER TO SELL. No contract for sale will exist unless and until a purchase order has been issued by Customer.
Price is valid for 30 days from the Quote Date.
Absolute Connections will only provide what is expressly stated in this Quote. Any changes or substitutions would require a prior written approval
Upon sign off on delivery, invoice will be submitted for the full amount and due on receipt. A 3% interest will incur on past due invoices.



P.O Box 356
1520 Rt 9W
West Park, NY 12493

Quote

Date	Quote #
4/23/2025	14262

Name / Address
City of Newburgh 123 Grand Street Newburgh, NY 12550

Ship To
City of Newburgh 123 Grand Street Newburgh, NY 12550

Terms	Project
Net 30	Security Troubleshooting

Item	Description	Qty	Cost	Total
	Cameras Excluded SC-06- XXXXXXXXXX -No additional costs for Repairs made during troubleshooting -To Reset we need Credentials (Usernames/Pass and WIFI Info) Sales Tax		0.00%	0.00

Total	\$9,998.07
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THIS PRICE LIST IS A QUOTATION ONLY AND IS NOT AN ORDER OR OFFER TO SELL. No contract for sale will exist unless and until a purchase order has been issued by Customer.
Price is valid for 30 days from the Quote Date.
Absolute Connections will only provide what is expressly stated in this Quote. Any changes or substitutions would require a prior written approval
Upon sign off on delivery, invoice will be submitted for the full amount and due on receipt. A 3% interest will incur on past due invoices.



FIRST AMENDMENT TO CONTRACT NUMBER **PT68746**

Absolute Connections, Inc.

GROUP 77201, AWARD 23150

Intelligent Facility & Security Systems and Solutions

THIS FIRST AMENDMENT, (the "First Amendment") is made between the People of the State of New York, acting by and through the Commissioner of General Services (hereinafter "State" or "OGS") whose principal place of business is the 36th Floor, Corning Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242, pursuant to authority granted under New York State Finance Law §163, and Absolute Connections, Inc. (hereinafter "Contractor"), with its principal place of business at 220 N Putt Corners Rd , New Paltz, NY 12561. The foregoing are collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, OGS entered into a Centralized Contract for the acquisition of Intelligent Facility & Security Systems and Solutions, (hereinafter referred to as the "Contract" or "Contract No. PT68746") with Absolute Connections, Inc. on August, 27, 2019; and

WHEREAS, Contract No. PT68746 provided for an initial term from *August, 27, 2019* through and including *August 26, 2024*, and an option for an extension of the initial term was provided for in the following Sections:

1. Solicitation Section 6.1 *Contract Term and Extensions*

"At the State's option the Contract may be extended for up to 10 years, in increments as deemed to be in the best interest of the State.";

2. Solicitation Section 6.2 *Short term Extension*

...may be extended unilaterally by the State for an additional period of up to 90 calendar days upon notice to the Contractor with the same terms and conditions as the original Contract and any approved modifications;

3. Appendix B *General Specifications*, Section 23 *Contract Term – Extension*

In addition to any stated extension periods in the Contract... may be extended by mutual agreement of the Commissioner and the Contractor for an additional period of up to one year. Such extension for up to an additional one-year period may be exercised on a month-to-month basis or in other stated periods of time; and

WHEREAS, the Parties now wish to amend the Contract to extend the Contract term through and including August 26, 2034 pursuant to Solicitation Section 6.1 *Contract Term and Extensions* and to amend other terms of the Contract, as set forth below.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties do hereby agree as follows:

1. TERM

Pursuant to Section 6.1 *Contract Term and Extensions*, the term of the Contract is extended for **10** years through and including August 26, 2034 or until a new contract for Intelligent Facility & Security Systems and Solutions (Statewide) is awarded, whichever occurs first.

2. NYS COMPTROLLER APPROVAL

The Contract is amended to add the following new Section 9, *NYS Comptroller Approval*, to read as follows:

NYS COMPTROLLER APPROVAL

In accordance with Section 112 of the State Finance Law, this Contract shall not be valid, effective or binding upon the State until this Contract has been approved by the Office of the New York State Comptroller ("OSC"). Purchase orders or other procurement transactions under this Contract(s) may also be subject to OSC approval.

3. CONFLICT OF TERMS

Section 1.12 *Conflict of Terms* of the Contract is deleted in its entirety and replaced with the following new Section 1.12 *Conflict of Terms*, to read as follows: Initial: S. Z. JF

1.12 CONFLICT OF TERMS

Conflicts among the documents shall be resolved in the following order of precedence. Initial: S. Z. JF

1. Appendix A (June 2023), Standard Clauses for New York State Contracts;
2. This First Amendment;
3. Appendix C, Federal Funding Agency Mandatory Terms and Conditions;
4. The Solicitation
5. Attachment 16 – Glossary of Terms;
6. Appendix B, General Specifications; and
7. All other appendices and attachments to the Solicitation, including those added by a future Contract Amendment;

Initial: S. Z. JF**4. ORDER OF PRECEDENCE**

The order of precedence for Contract Documents stipulated in the Contract Award Letter of the Contract is deleted in its entirety and replaced with the following new order of precedence, to read as follows:

By signing this contract award letter, you agree that your contract is comprised of the following documents (Contract Documents), in order of precedence:

1. Appendix A (June 2023), Standard Clauses for NYS Contracts;
2. This First Amendment;
3. Appendix C *Federal Funding Agency Mandatory Terms and Conditions*;
4. The Contract Award Letter;
6. Solicitation #23150 including all Appendices and Attachments referenced therein, with the exception of Appendix A, and any Revisions and Clarifications provided prior to the Bid Opening;
7. Your bid Prices for Lot and Regions bid as defined in the Contract Award Letter.
8. Absolute Connections, Inc.'s Bid

5. SOLICITATION SECTION 6.19 CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NYS CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN of the Contract is deleted in its entirety and replaced with the following new Solicitation Section 6.19 *Contractor Requirements and Procedures For Business Participation Opportunities For NYS Certified Minority- And Women-owned Business Enterprises and Equal Employment Opportunities For Minority Group Members and Women*, to read as follows:

6.19 CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NYS CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN
Contractor Requirements and Procedures for Business Participation Opportunities for NYS Certified Minority- and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women

I. New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR"), the New York State Office of General Services ("OGS") is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-owned

Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of OGS contracts.

II. General Provisions

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for MWBEs. Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, State or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of contract, withholding of funds, liquidated damages pursuant to clause IX of this section, and/or enforcement proceedings as allowed by the Contract and applicable law.

III. Equal Employment Opportunity (EEO)

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any subcontractors, awarded a subcontract over \$25,000, for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (the "Work") except where the Work is for the beneficial use of the Contractor.
 - 1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate or distinct from the Contract; or (ii) employment outside New York State.
 - 2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.
- B. Form EEO 100 - Staffing Plan

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

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

The Contractor shall complete, and shall require each of its subcontractors to complete a Workforce Audit on a quarterly basis throughout the term of this Contract, by the 10th day of April, July, October, and January to report the actual workforce utilized during the previous quarter in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. Contractor shall coordinate with its subcontractors to ensure that all workers associated with this Contract are properly counted and reported. To prepare the report, Contractor and its subcontractors shall use the NYS Contract System Workforce Audit Module found at the following website: <https://ny.newnycontracts.com>

The Workforce Audits must be completed electronically in the NYS Contract System Workforce Audit Module. Separate audits shall be completed by Contractor and all subcontractors, and the Contractor is responsible for ensuring timely submission of the Workforce Audit by their subcontractors. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall complete the Workforce Audit and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall complete the Workforce Audit and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

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

IV. Contract Goals

- A. OGS hereby establishes an overall goal of 30% for MWBE participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). The total Contract goal can be obtained by utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under the Contract.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract goals established in clause IV-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/>. The MWBE Regulations are located at 5 NYCRR § 140 – 145. Questions regarding compliance with MWBE participation goals should be directed to the Designated Contacts within the OGS Office of Business Diversity. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.
- C. Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract (see clause VII below).

V. MWBE Utilization Plan

- A. In accordance with 5 NYCRR § 142.4, Bidders are required to submit a completed Utilization Plan on Form MWBE 100 with their bid.

- B. The Utilization Plan shall list the MWBEs the Bidder intends to use to perform the Contract, a description of the Contract scope of work the Bidder intends the MWBE to perform to meet the goals on the Contract, the estimated or, if known, actual dollar amounts to be paid to an MWBE. By signing the Utilization Plan, the Bidder acknowledges that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by New York State Certified MWBEs after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OGS.
- C. By entering into the Contract, Bidder/Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. When an MWBE is serving as a broker on the Contract, only 25 percent of all sums paid to a broker shall be deemed to represent the commercially useful function performed by the MWBE.
- D. OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS acceptance or issue a notice of deficiency within 30 days of receipt.
- E. If a notice of deficiency is issued; Bidder agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder and direct the Bidder to submit, within five (5) business days of notification by OGS, a request for a partial or total waiver of MWBE participation goals on Form BDC 333.1. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- F. OGS may disqualify a Bidder's bid/proposal as being non-responsive under the following circumstances:
 - (a) If a Bidder fails to submit an MWBE Utilization Plan;
 - (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - (c) If a Bidder fails to submit a request for waiver; or
 - (d) If OGS determines that the Bidder has failed to document good faith efforts.
- G. If awarded a Contract, Contractor certifies that it will follow the submitted MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in clause IV-A of this Section.
- H. Bidder/Contractor further agrees that a failure to submit and/or use such completed MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

VI. Request for Waiver

- A. Prior to submission of a request for a partial or total waiver, Bidder shall contact the Designated Contacts listed on page 1 of this document for guidance.
- B. In accordance with 5 NYCRR § 142.7, a Bidder/Contractor who is able to document good faith efforts to meet the goal requirements, as set forth in clause VII below, may submit a request for a partial or total waiver on Form BDC 333.1, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its MWBE Utilization Plan. If a request for waiver is

submitted with the MWBE Utilization Plan and is not accepted by OGS at that time, the provisions of clauses V(C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) business days of receipt.

- C. Contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If OGS, upon review of the MWBE Utilization Plan and Monthly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE contract goals.

VII. Required Good Faith Efforts

In accordance with 5 NYCRR § 142.8, Contractors must document their good faith efforts toward utilizing MWBEs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- 1. A list of the general circulation, trade and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations and any responses thereto.
- 2. A list of the certified MWBEs appearing in the Empire State Development ("ESD") MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
- 3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.
- 4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
- 5. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
- 6. Other information deemed relevant to the request.

VIII. Monthly MWBE Contractor Compliance Report

- A. In accordance with 5 NYCRR § 142.10, Contractor is required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achievement of the Contract MWBE goals. OGS requests that all Contractors use the New York State Contract System ("NYSCS") to report subcontractor and supplier payments made by Contractor to MWBEs performing work under the Contract. The NYSCS may be accessed at <https://ny.newnycontracts.com/>. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State.

- B. When a Contractor receives a payment from a State agency, it is the Contractor's responsibility to pay its subcontractors and suppliers in a timely manner. On or after the first day of each month, the Contractor will receive an email or fax notification ("audit notice") indicating that a representative of its company needs to log-in to the NYSCS to report the company's MWBE subcontractor and supplier payments for the preceding month. The Contractor must also report when no payments have been made to a subcontractor or supplier in a particular month in the NYSCS. Once subcontractor and supplier payments have been entered into the NYSCS, the subcontractor(s) and supplier(s) will receive an email or fax notification advising them to log into the NYSCS to confirm that they actually received the reported payments from the Contractor. It is the Contractor's responsibility to educate its MWBE subcontractors and suppliers about the NYSCS and the need to confirm payments made to them in the NYSCS.
 - C. To assist in the use of the NYSCS, OGS recommends that all Contractors and MWBE subcontractors and suppliers sign up for the following two webinar trainings offered through the NYSCS: **"Introduction to the System - Vendor training"** and **"Contract Compliance Reporting - Vendor Training"** to become familiar with the NYSCS. To view the training schedule and to register visit: <https://ny.newnycontracts.com/FrontEnd/TrainingList.asp>
 - D. As soon as possible after the Contract is approved, Contractor should visit <https://ny.newnycontracts.com> and click on **"Vendor Account Lookup"** to identify the Contractor's account by company name. Contact information should be reviewed and updated if necessary by choosing **"Change Info."** It is important that the staff member who is responsible for reporting payment information for the Contractor be listed as a user in the NYSCS. Users who are not already listed may be added through **"Request New User."** When identifying the person responsible, please add **"- MWBE Contact"** after his or her last name (i.e., John Doe – MWBE Contact) to ensure that the correct person receives audit notices from the NYSCS. NYSCS Technical Support should be contacted for any technical support questions by clicking on the links for **"Contact Us & Support"** then **"Technical Support"** on the NYSCS website.
 - E. If Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit a Monthly MWBE Contractor Compliance Report on Form MWBE 102 to OGS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: OGS OBD Office, 29th floor Corning Tower, Empire State Plaza, Albany, NY 12242. Phone: 518-486-9284; Fax: 518-486-9285.
 - F. It is the Contractor's responsibility to report subcontractor and supplier payments. Failure to respond to payment audits in a timely fashion through the NYSCS, or by paper to OGS, may jeopardize future payments pursuant to the MWBE liquidated damages clause in clause IX below.
- IX. Breach of Contract and Liquidated Damages
- A. Where OGS determines that the Contractor is not in compliance with the MWBE requirements of this Section, and the Contractor refuses to comply with such requirements, or if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, the Contractor shall be obligated to pay liquidated damages to OGS.
 - B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
 - C. If OGS determines that Contractor is liable for liquidated damages and such identified sums have not been withheld by OGS, Contractor shall pay such liquidated damages to OGS within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the

Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

X. Fraud

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

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

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

6. PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN OWNED BUSINESSES, Section 6.20 *Participation Opportunities For New York State Certified Service-disabled Veteran Owned Businesses*, of the Contract is deleted in its entirety and replaced with the following new Section 6.20 *Participation Opportunities For New York State Certified Service-Disabled Veteran Owned Businesses*, to read as follows:

6.20 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN OWNED BUSINESSES

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

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

I. Contract Goals

- A. OGS hereby establishes an overall goal of 6% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: <https://ogs.ny.gov/Veterans/>. Questions regarding compliance with SDVOB participation goals should be directed to the OGS Designated Contacts. Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.
- B. Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause IV below).

II. SDVOB Utilization Plan

- A. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid.
- B. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that

making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to OGS.

- C. OGS will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of OGS acceptance or issue a notice of deficiency within 20 days of receipt.
- D. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five business days of notification by OGS, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- E. OGS may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:
 - (a) If a Bidder fails to submit an SDVOB Utilization Plan;
 - (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - (c) If a Bidder fails to submit a request for waiver; or
 - (d) If OGS determines that the Bidder has failed to document good faith efforts.
- F. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.
- G. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

III. Request For Waiver

- A. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts at OGS for guidance.
- B. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by OGS at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.
- C. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If OGS, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The

Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to ogs.sm.SST_security@ogs.ny.gov.

IV. Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

1. Copies of solicitations to SDVOBs and any responses thereto.
2. Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.
3. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified SDVOBs whom OGS determined were capable of fulfilling the SDVOB goals set in the Contract.
4. Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
5. Other information deemed relevant to the waiver request.

V. Monthly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 available at <https://ogs.ny.gov/veterans/> and should be completed by the Contractor and submitted to OGS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: ogs.sm.SST_security@ogs.ny.gov.

VI. Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

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

6. ENVIRONMENTAL SUSTAINABILITY AND NYS EXECUTIVE ORDER NUMBER 22

Section 6.25 *Environmental Attributes and NYS Executive Order Number 4* of the Contract is deleted in its entirety and replaced with the following new Section 6.25 *Environmental Sustainability and NYS Executive Order Number 22*, to read as follows:

6.25 ENVIRONMENTAL SUSTAINABILITY AND NYS EXECUTIVE ORDER NUMBER 22

New York State is committed to environmental sustainability and endeavors to procure Products with reduced environmental impact. One example of this commitment may be found in Executive Order No. 22 (Leading By Example: Directing State Agencies to Adopt a Sustainability and Decarbonization Program), which imposes certain requirements on State Agencies, authorities, and public benefit corporations when procuring Products. More information on Executive Order No. 22, including specifications for offerings covered by this Contract, may be found at <https://ogs.ny.gov/greenny/>. State entities subject to Executive Order No. 22 are advised to become familiar with the specifications that have been developed in accordance with the Order, and to incorporate them, as applicable, when making purchases under this Contract.

7. PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The Contract is amended to add the following new Section: *Prohibition On Contracting for Certain Telecommunications and Video Surveillance or Equipment*, to read as follows:

CONTRACT DOCUMENTS; ELECTRONIC FORMAT PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

In accordance with Section 889 of the National Defense Authorization Act (NDAA) for fiscal year 2019, under this Contract or any subcontract, Contractor or Subcontractor shall not provide to the State or Authorized User any equipment, system, or service that uses covered telecommunications equipment or services, as defined by the NDAA, as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception applies or the covered telecommunications equipment or services are covered by a waiver, as set forth in the NDAA and the rules and regulations promulgated thereunder.

8. CONTRACT DOCUMENTS; ELECTRONIC FORMAT

The Contract is amended to add the following new Section 8: *Contract Documents; Electronic Format*, to read as follows:

CONTRACT DOCUMENTS; ELECTRONIC FORMAT

OGS encourages Contractor to submit all documents to OGS in an electronic format, including electronic copies of documents with original signatures. Documents requested by OGS should be submitted in the format specified by OGS. Contractor is responsible for retaining the original documents with original signatures that have been scanned and submitted electronically for the term of the Contract and any extensions thereof, and for a period of six (6) years after the term of the contract has ended. Contractor shall submit such documents with original signatures to OGS upon request. If Contractor seeks to assign the contract during the term, Contractor shall provide all documents relating to the bid and contract that it has retained to the successor Contractor (assignee) upon OGS consent to the assignment.

9. APPENDIX A

Appendix A *Standard Clauses for New York State Contracts*, included in the original Contract, is deleted in its entirety and replaced with the Appendix A dated June 2023 attached hereto, which is expressly made a part of this Contract Amendment as fully as if set forth at length herein. All references in the Contract to Appendix A shall be deemed to reference Appendix A, *Standard Clauses for New York State Contracts* (June 2023).

10. APPENDIX C

The Contract is amended to add Appendix C – *Federal Funding Agency Mandatory Terms and Conditions* dated October 2023, attached hereto, which is expressly made a part of this Contract Amendment as fully as if set forth at length herein.

Appendix C *Contract Modification Procedure*, included in the original Contract, is therefore deemed to be titled Appendix D *Contract Modification Procedure*, within the Appendix and in any references to the *Contract Modification Procedure* within the Contract.

11. Attachment 15 – GLOSSARY OF TERMS

Attachment 15 *Glossary of Terms* is amended to delete the definition for "NYS Holidays" in its entirety and replace it with the following new definition:

Attachment 15 - GLOSSARY OF TERMS

"NYS Holidays" refers to the legal holidays for State employees in the classified service of the executive branch, as more particularly specified on the website of the NYS Department of Civil Service. This includes the following: New Year's Day; Dr. Martin Luther King, Jr. Day; Washington's Birthday (observed); Memorial Day; Juneteenth; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; and Christmas Day.

12. SEVERABILITY

In the event that any one or more of the provisions of this First Amendment shall for any reason be declared unenforceable under the laws or regulations in force, such provision will not have any effect on the validity of the remainder of this First Amendment, which shall then be construed as if such unenforceable provision had never been written or was never contained in this First Amendment.

13. Except as herein modified, all other terms of Contract PT68746 shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date last written below. The Parties further hereby certify that original copies of this executed and approved signature page will be affixed, upon final approval, to exact copies of this First Amendment being executed simultaneously herewith. The acknowledgment must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this First Amendment, Appendix A *Standard Clauses For New York State Contracts*, (June 2023) (Appendix B *General Specifications* (April 2016), and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, Contractor affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

CONTRACTOR

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Company Name: Absolute Connections, Inc. _____

Federal ID: 050566475 _____

NYS Vendor ID: 1100125900 _____

**THE PEOPLE OF THE STATE OF NEW YORK,
ACTING BY AND THROUGH THE COMMISSIONER
OF GENERAL SERVICES**

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Office of General Services _____

**NEW YORK STATE OFFICE OF THE STATE
COMPTROLLER****APPROVED**

DEPT. OF AUDIT & CONTROL

Jun 13 2024

Priscilla Cassidy

FOR THE STATE COMPTROLLER

NOTICE: This First Amendment becomes effective upon OSC approval. OGS will then post a notification to its website in the form of a Contract Award Notification Update.

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENTSTATE OF New York }

ss:

COUNTY OF Ulster }

On the 20th day of February in the year 2024, before me personally appeared Saraa Zeagter, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he maintains an office at

and further that:

[Check One]

☐ If an individual): he executed the foregoing instrument in his/her name and on his/her own behalf.

☒ If a corporation): She is the President of Absolute Connections Inc. the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ If a partnership): he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ If a limited liability company): he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that, he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Patricia Marsh

Signature of Notary Public

Notary Public Registration No. 01MA6262603

PATRICIA MARSH
Notary Public, State of New York
No. 01MA6262603
Qualified in Ulster County
Commission Expires May 29, 2024

State ny

RESOLUTION NO.: 231 - 2023

OF

NOVEMBER 13, 2023

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 \$1,750,000.00 WITH NO CITY MATCH

WHEREAS, the City of Newburgh Police Department proposes to apply for a New York State Division of Criminal Justice Services Law Enforcement Technology program grant to purchase new equipment and related services for the City of Newburgh Police Department; and

WHEREAS, the grant funding in the amount of \$1,750,000.00 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 \$1,750,000.00 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.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held 11/13/23
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 14th day of Nov 20 23

Katrina Cotten
Deputy City Clerk

RESOLUTION NO.: 225-2025

OF

OCTOBER 14, 2025

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PARTIAL RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO JOSE E. MERA AND LORENA A. GONZALEZ TO
THE PREMISES KNOWN AS 66 CARSON AVENUE (SECTION 45, BLOCK 6, LOT 30)**

WHEREAS, on September 8, 2020, the City of Newburgh conveyed property located at 66 Carson Avenue, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 6, Lot 30, to Jose E. Mera and Lorena A. Gonzalez; and

WHEREAS, the property owner requested a partial release of the restrictive covenants contained in said deed; and

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

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

**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 66 Carson Avenue, (Section 45, Block 6, Lot 30) 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 8, 2020 from THE CITY OF NEWBURGH to JOSE E. MERA AND LORENA A. GONZALEZ, recorded in the Orange County Clerk's Office on September 22, 2020, in Book 14807, Page 1957 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. The restrictive covenant numbered 6 in said deed remains in effect as of the within date.

Dated: _____, 2025

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: _____-2025

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

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

Notary Public



CITY OF NEWBURGH

Department of Code Compliance

123 Grand Street, Newburgh, New York 12550

Phone: (845) 569-7400 / Fax: (845) 569-0096

TO: Todd Venning, City Manager

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

FROM: Quanetta Inman

DATE: September 9, 2025

SUBJECT: 66 Carson Ave, Release of Restrictive Covenants Inspection

I conducted an inspection of 66 Carson Ave on September 9, 2025. I also reviewed the property file kept at the Department of Code Compliance. Below are my findings:

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

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

There are no open permits or open permit applications.

The property is a two-family residence. It is owner-occupied on the first floor. There is a valid rental license dated September 9, 2025

There is a valid Certificate of Occupancy in the property file dated September 5, 2024, for a two-Family residence.

Thank you,

Quanetta Inman
Code Compliance Supervisor



Front



Sidewalk



Rear

RESOLUTION NO.: 226-2025

OF

OCTOBER 14, 2025

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO
ELMER JACKSON TO THE PREMISES KNOWN AS
80 LANDER STREET (SECTION 23, BLOCK 2, LOT 10)**

WHEREAS, on November 9, 1981, the City of Newburgh conveyed property located at 80 Lander Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 23, Block 2, Lot 10, to Elmer Jackson; and

WHEREAS, the attorney for the prospective purchaser, Newburgh Community Land Bank, 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 80 Lander Street, Section 23, Block 2, Lot 10 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated November 9, 1981, from **THE CITY OF NEWBURGH** to **ELMER JACKSON**, recorded in the Orange County Clerk's Office on November 17, 1981, in Book 2209, Page 785 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2025

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: _____-2025

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

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

Notary Public

RESOLUTION NO.: 227 - 2025

OF

OCTOBER 14, 2025

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 30 BENKARD AVENUE (SECTION 45, BLOCK 4, LOT 15)
AT PRIVATE SALE TO GEORGE KEYER III FOR THE AMOUNT OF \$130,000.00**

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 30 Benkard Avenue, being more accurately described as Section 45, Block 4, Lot 15 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, January 16, 2026, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
30 Benkard Avenue	45 - 4 - 15	George Keyer III	\$130,000.00

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

30 Benkard Avenue, City of Newburgh (SBL: 45-4-15)

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 **2025**, school taxes for the tax year **2025-2026**, 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 **2025**, school taxes paid by the City for the tax year **2025-2026**, 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 not 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 five (5) 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 five (5) years thereafter, provided that within said five (5) 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 **\$13,000.00** 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: _____

George Keyer III

Property Proposal Summary

Location: 30 Benkard Avenue
Tax Map Number: 45-4-15
Property Class: 220 – Two-Family Residence
Zoning: DN— Downtown Neighborhood
Description: 2-story building. Year built: 1900; 2,412 sf—5 bedrooms/2bath; full basement area, unfinished; lot size—25 x 92.
Condition: Average
Assessed Value: \$215,000
Estimated Annual Taxes: \$6,024 (2025)
List Price: \$109,900

Offer Information:

Name: George Keyer III
Offer Price: **\$130,000**
Repair/Renovation Estimate: \$150,000 +/-
Proof of Financing: FHA 203K
Renovation Loan

Comments: The City of Newburgh originally acquired this building through tax foreclosure. The house was initially listed for sale in the early spring of 2025.

The property is located in Ward 2 within the East End Historic District. This property is also in a residential neighborhood near the Liberty Street commercial area. The house is in average condition and rehab is needed throughout.

The purchaser is a city resident and employee, who is familiar with the community. He intends to become an owner occupant with his first home purchase.



RESOLUTION NO.: 228-2025

OF

OCTOBER 14, 2025

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO
SAL RANDAZZO TO THE PREMISES KNOWN AS
51 LANDER STREET (SECTION 23, BLOCK 6, LOT 12)**

WHEREAS, on January 23, 1997, the City of Newburgh conveyed property located at 51 Lander Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 23, Block 6, Lot 12, to Sal Randazzo; and

WHEREAS, the attorney for the current owner, Lynn Smith, 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 51 Lander Street, Section 23, Block 6, Lot 12 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, and 4 in a deed dated January 23, 1997, from THE CITY OF NEWBURGH to SAL RANDAZZO, recorded in the Orange County Clerk's Office on February 28, 1997, in Liber 4533, Page 231 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2025

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: _____-2025

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

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

Notary Public

RESOLUTION NO.: 229 - 2025

OF

OCTOBER 14, 2025

**A RESOLUTION TO IMPLEMENT A CITY-WIDE
CURFEW FOR MINORS 16 YEARS OF AGE AND UNDER
BEGINNING OCTOBER 31, 2025 AT 9:00 P.M. AND
ENDING NOVEMBER 1, 2025 AT 6:00 A.M.**

WHEREAS, the City of Newburgh has a general obligation to ensure the safety and welfare of the general population of the City including minors, along with protection of private property; and

WHEREAS, October 31st is associated with Halloween related activities, including “Trick or Treating” and other related outdoor activities, some of which might be prejudicial to the safety and welfare of the population and protection of private property; and

WHEREAS, the City of Newburgh determines that the passage of a curfew resolution for Halloween and the preceding night will assist in protecting the welfare of minors by reducing the likelihood of their involvement in inappropriate behavior, while aiding parents or guardians of minors entrusted in their care;

NOW THEREFORE, BE IT RESOLVED:

THIS COUNCIL HEREBY DECLARES a city-wide curfew for minors from 9:00 P.M. until 6:00 A.M. starting at 9:00 p.m. on Friday, October 31, 2025, and ending at 6:00 a.m. on Saturday, November 1, 2025; and

BE IT FURTHER RESOLVED, this Council urges all parents to inform their children and supervise the implementation of this City-wide curfew so that we may avoid problems and promote the safety, health and welfare of our City’s young people and property owners; and

BE IT FURTHER RESOLVED, that it shall be a defense to a violation of this curfew that the minor was accompanied by the minor’s parent or guardian, engaged in an employment activity, or involved in an emergency or other legally justifiable activity.

RESOLUTION NO.: 230 - 2025

OF

OCTOBER 14, 2025

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH
D ROHDE HEATING PLUMBING AND AC, INC., D/B/A MR. ROOTER PLUMBING OF
POUGHKEEPSIE FOR HEAT PUMP INSTALLATION AND RELATED SERVICES
AT THE WEST END FIREHOUSE IN THE AMOUNT OF \$29,452.50**

WHEREAS, in accordance with the City of Newburgh Procurement Policy, the City solicited three (3) quotes for heat pump installation and related services at the West End Firehouse located at 492 Broadway; and

WHEREAS, D Rohde Heating Plumbing and AC, Inc., D/B/A Mr. Rooter Plumbing of Poughkeepsie submitted the lowest price quotation responsive to the City's requirements; and

WHEREAS, the cost of these services in the amount of \$29,452.50 will be paid from H1.3412.0208.0000.2020 – Construction and Major Alterations; and

WHEREAS, this Council finds it to be in the best interest of the City of Newburgh to enter into a contract with D Rohde Heating Plumbing and AC, Inc., D/B/A Mr. Rooter Plumbing of Poughkeepsie for heat pump installation and related services at the West End Firehouse;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to enter into a contract with D Rohde Heating Plumbing and AC, Inc., D/B/A Mr. Rooter Plumbing of Poughkeepsie for heat pump installation and related services at the West End Firehouse, 492 Broadway, Newburgh, NY, in the amount of \$29,452.50.



D. Rohde Heating and AC
131 Cannon St
Poughkeepsie, NY 12601

Estimate 101564259
Project 49374197
Estimate Date 6/16/2025
Technician Tom Norton
Customer PO

Billing Address
City of Newburgh Fire Department
22 Grand Street
Newburgh, NY 12550 USA

Job Address
Engine 3
492 Broadway
Newburgh, NY 12550 USA

Estimate Details

Mini Split Heat Pump : (2) 24,000 BTU Heat Pumps (Daikin Aurora) heat down to -13 degrees for workout room and bunk room
(1) 9,000 BTU Heat Pump (Daikin Aurora) Heat down to -13 degrees for dispatch room on 2nd floor
(1) 12,000 BTU Heat Pump (Daikin Aurora) for Kitchen Area

-Lineset
-Communication wiring
-Wall mount for outdoor condenser
-Lineset hide
-Condensation drain
-Labor
-Equipment

Includes all necessary components for proper installation. Will mount units on side of building above car parking area.
Electric (Line voltage) To be completed by Santella Electric
Permits and third Party electrical inspection included
12 Year Manufacturer warranty on parts
3 year labor warranty (must be serviced yearly by D Rohde HVAC)

Service #	Description	Quantity	Your Price	Your Total
DaikinAurora9000	Daikin Aurora 9,000 BTU Single Zone Wall Heat Pump Includes: Equipment Lineset Lineset Hide Electrical Disconnect Installation	1.00	\$6,225.00	\$6,225.00
DaikinAurora12000	10,918 Heating Capacity at 5 Degree Outdoor Temp Daikin Aurora 12,000 BTU Single Zone Wall Heat Pump Includes: Equipment Lineset Lineset Hide Electrical Disconnect Installation	1.00	\$6,562.50	\$6,562.50
DaikinAurora24000	14,330 Heating Capacity at 5 Degree Outdoor Temp Daikin Aurora 24,000 BTU Single Zone Wall Heat Pump Includes: Equipment Lineset Lineset Hide Electrical Disconnect Installation	2.00	\$7,832.50	\$15,665.00
UG0300	24,000 Heating Capacity at 5 Degree Outdoor Temp Permit and Third Party Electrical Inspection	1.00	\$1,000.00	\$1,000.00

Potential Savings \$2,945.25-\$4,417.86
Sub-Total \$29,452.50
Tax \$0.00
Total \$29,452.50
Est. Financing \$353.43

This Agreement has been entered into as the "Client" (Person signing this form) and D Rohde Heating Plumbing and AC, INC., D/B/A MR. ROOTER PLUMBING OF POUGHKEEPSIE, 131 Cannon Street, Poughkeepsie, NY 12601 (the "Contractor"). Whereas, the Client desires to engage the Contractor to perform certain services for the Client, pursuant to the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, the parties agree as follows:

1. Services to be rendered. The Client desires that the Contractor perform, and the Contractor agrees to perform.
2. Contractor's performance. All work done by the Contractor shall be of the highest professional standard and shall be performed to the Client's reasonable satisfaction.
3. Status. The Contractor's status under this Agreement shall be that of an independent contractor, and not that of an agent or employee. Contractor warrants and represents that it has complied with all federal, state and local laws regarding business permits and licenses that may be required for it to perform the work as set forth in this Agreement.

RESIDENTIAL HOME IMPROVEMENT CONTRACT

This Agreement has been entered into by and between (the "Client"), and D Rohde Heating Plumbing and AC, INC., D/B/A MR. ROOTER PLUMBING OF POUGHKEEPSIE, 131 Cannon Street, Poughkeepsie, NY 12601 (the "Contractor").

Whereas, the Client desires to engage the Contractor to perform certain services for the Client, pursuant to the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, the parties agree as follows:

1. Services to be rendered. The Client desires that the Contractor perform, and the Contractor agrees to perform.
2. Contractor's performance. All work done by the Contractor shall be of the highest professional standard and shall be performed to the Client's reasonable satisfaction.
3. Status. The Contractor's status under this Agreement shall be that of an independent contractor, and not that of an agent or employee. Contractor warrants and represents that it has complied with all federal, state and local laws regarding business permits and licenses that may be required for it to perform the work as set forth in this Agreement.
4. Terms of payment. Client shall pay the Contractor a total of \$____see attached invoice_____ for all work it performs. Payment shall be made in strict compliance with the Schedule of Payments, which is annexed hereto and incorporated herein. In the event the Client fails to make timely payment, Client shall also be obligated to pay Contractor interest at the rate of 18% per annum until paid in full.
5. Project Start and End Dates.
 - a) The project will commence on the later of ____ (see invoice)_____, or ten days after receipt of all necessary permits required to begin work, and the project will be substantially completed ____30____ days after the start of work subject to the contingencies set forth in subsection (b) hereinbelow. The parties acknowledge that due to the uncertainties in construction these dates are estimates and that neither party intends that the substantial completion date to be of the essence.
 - b) The below contingencies may delay the estimated substantial completion date: (i) Owner requested change orders; (ii) Delays in obtaining permits, approvals, or municipal inspections; (iii) Weather conditions which prohibit the start or continuation of work; (iv) Unavailability of materials or reasonable substitutions therefore; (v) Delays caused by Owner including, but not limited to, the failure to provide access to the work site, the failure to timely make selections, or the failure to make payments as required under the Contract.
6. Guarantee. No guarantees outlined in this Agreement will be effective if any payments or extra change order invoices remain unpaid and no guarantee periods will be extended beyond those specified in any proposal or agreement as a result of payments being made later than due. Guarantees are not transferable to any other party.
7. Release Upon Non-Payment. Contractor is released from its obligation to provide labor and materials, when the Client is in arrears in making a scheduled payment or additional change order invoice.
8. Cancellation. The Client has an unconditional right to cancel the Contract, without penalty or obligation, until midnight of the third business day after he/she signs the Contract. Cancellation must be done by giving the Contractor a written notice in the form annexed hereto as Exhibit "A" indicating the Client's intention not to be bound. Notice of cancellation shall be deemed given when deposited in a mailbox, properly addressed and postage prepaid. Upon cancellation any property traded in, any payments made under the Contract; and any negotiable instrument executed by you will be returned within ten (10) business days following receipt by Contractor of a cancellation notice. Any security interest arising out of this transaction will be canceled.
9. Notice of Lien. If Contractor performs on the Contract and is not paid, it may have a claim against the Client which may be enforced against the property in accordance with the applicable Lien Laws. All legal or collection fees incurred by Contractor to effect payment from the Client for work performed which was not paid for will be charged to the Client. Any lien filed against the Client's property may be discharged upon payment of the agreed upon price of the Contract prior to the filing of the lien and may invalidate such lien. The Client may contact an attorney to determine his or her rights prior to the discharge of a lien. All equipment and materials shall remain the property of Contractor until the final payment is made, and may be removed from the Client's property at any time without prior notice.
10. Reimbursement of expenses. Client shall not be liable to the Contractor for any expenses it pays or incurs unless otherwise agreed to in writing by the Client.
11. Control. This Contract, plans if any, and Specifications are intended to supplement each other. In case of conflict, the plans will control the Specifications, and the Contract will control both.
12. Changes. Any deviation or alteration from the Specifications made verbally or in writing by the Client or general Contractor that result in additional cost to the Contractor (i.e. labor, materials etc.) will be an additional charge to the Client as well as any unusual or unanticipated conditions discovered after the work is started.
13. Insurance indemnification. The Contractor shall maintain insurance of the types and in the amounts typically maintained by businesses of the same type as the Contractor, including, but not limited to, comprehensive general liability insurance in the minimum amount of \$1,000,000 per occurrence, all with insurance companies reasonably satisfactory to the Client. The Contractor agrees to indemnify and hold harmless the Client, its successors and assigns, from and against any and all loss, damage, cost, or expense, including attorneys' fees, by reason of the Contractor's performance of its services for the Client.
14. Client not responsible for workers' compensation. Because Contractor is engaged in its own independent contracting business and is not an employee of the Client, Client will not obtain workers' compensation insurance for the Contractor or his employees. The Contractor agrees to obtain workers' compensation coverage for its employees and to furnish a copy of such certificate of workers' compensation insurance to the Client.
15. Notices. Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the other party or by certified mail, return receipt requested, to the other party at the other party's address stated herein. Either party may

change its address stated herein by giving notice of the change in accordance with this paragraph.

16. Assignment. This Agreement may not be assigned by the Contractor without the Client's prior written permission.

17. Waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate, or be construed, as a waiver of any subsequent breach.

18. Modification. No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both the Client and the Contractor.

19. Entire agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Client and the Contractor.

20. Force Majeure. In the event that any obligation contained herein is not fulfilled within the time period applicable thereto, and such failure is beyond the Contractor's reasonable control, including but not limited to, compliance with any regulations, order or instruction of any federal, state or municipal government or any department or agency thereof, acts or omissions of any other party hereto, acts of civil or military authority, fires, strikes, embargoes, war, riots, delays in transportation, tempests, earthquakes, floods and the inability due to causes beyond such Contractor's reasonable control to obtain necessary labor, manufacturing facilities or materials (all of the foregoing, without limitation, being herein referred to as "force majeure"), such party shall give the other parties prompt notice of the occurrence of any such force majeure delay or expected delay, specifying the cause thereof and the suspected duration. In the event of any such delay, the date required for fulfillment of such obligation shall be automatically extended for a period equal to the time lost by reason of the delay. In no event, however, shall this provision apply to an obligation requiring solely the payments of money.

21. Liquidated Damages. If Contractor terminates this Contract due to Client's failure to pay , or if Client terminates the Contract without cause, Client will pay Contractor, within 10 days after termination, as liquidated damages and not as a penalty for the premature termination, thirty five percent (35%) of all amounts remaining to be billed by Contractor to Client in addition to all amounts owed by Client to Contractor under the Contract terms. Client understands that the injury to Contractor caused by Client breach is difficult or impossible to accurately estimate, and that the above method of calculating liquidated damages is a reasonable estimate of Contractor's probable loss from Client's breach. Payment of liquidated damages does not affect Client's obligation to pay amounts that accrued before the termination nor does it affect Client's continuing indemnification obligation.

22. Forum. This Contract shall be construed in accordance with the laws of the State of New York. Any action to enforce the terms of this Contract shall be brought exclusively in a court of competent jurisdiction located in Dutchess County, New York.

23. Legal Expenses. In the event that either party must resort to judicial means to enforce the agreements contained herein, the successful party shall be entitled to recoup its/his expenses, including costs and reasonable attorney's fees.

24. Limitations. No action related to this Contract or the work to be performed therein may be made by either party against the other more than two years after the work is completed. Additionally, Client expressly waives the right to make claim for consequential, special, indirect, exemplary or punitive damages of any kind or nature whatsoever regardless whether they arise from breach of contract or tort.

25 . Headings. The headings have been inserted for convenience only and are not to be considered when interpreting the provisions of this Agreement.

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26. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

27. Indemnification. Client shall indemnify and hold harmless Contractor from all claims, causes of action, losses or other damages resulting from Client's breach of this Contract or Client's acts and/or omissions, which cause damage to Contractor or third-parties hereto.

CLIENT: CONTRACTOR:

D Rohde Heating Plumbing and AC Inc

D/B/A MR. ROOTER PLUMBING

OF POUGHKEEPSIE

By: By:

Date: Date:

ADDENDUM TO AGREEMENT

This Addendum to the Agreement between the City of Newburgh, a municipal corporation with a principal office address of 83 Broadway, Newburgh, New York, (the "Client") and D Rohde Heating Plumbing and AC, INC., D/B/A MR. ROOTER PLUMBING OF POUGHKEEPSIE, 131 Cannon Street, Poughkeepsie, NY 12601 (the "Contractor").

WHEREAS, the Contractor has submitted an agreement to perform certain work for the Client; and

WHEREAS, the Client requires certain additional terms to the Contractor's agreement;

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

1. The Contractor agrees and confirms that work performed on the Client's property is public work requiring the payment of prevailing wage to the Contractor's employees and the submission of certified payroll records to the City.
2. The Contractor confirms that all electrical work, including permits and third-party electrical inspection, is contained in the Contractor's Agreement price, and will be performed by Santella Electric at no additional cost to the Client.
3. All other terms and conditions set forth in the Contractor's Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Contractor and the Client have duly executed this Addendum in duplicate as of the day and year noted below.

D Rohde Heating Plumbing and AC, Inc.,
D/B/A MR. ROOTER PLUMBING
OF POUGHKEEPSIE, Contractor

City of Newburgh, Client

By: Carolyn Rohde

By: _____
Todd Venning
City Manager/CEO
Per Res. No.

Date: 09/26/25

Date: _____



CITY OF NEWBURGH
FIRE DEPARTMENT
22 Grand Street
Newburgh, New York 12550
845-569-7412

Request For Proposal

The City of Newburgh Fire Department is again seeking quotes for the following work. It became apparent from our last request that not all the proposals we received were similar so we are going to further define what we are seeking. This project will occur as soon as possible.

The subject address is Engine Company 3, located at 492 Broadway, Newburgh, NY 12550.

We seek to have mini split heat pumps provided and installed in a professional manner that can achieve the following:

There are four individual units serving four individual zones. Each shall have their own condenser.

All units should be able to provide heat down to -13 degrees outside temperature.

There shall be at least the following units/capacity

First floor kitchen – 12,000 BTU single zone heat pump.

Second Floor Officers Room/Dispatch – 9,000 BTU single zone heat pump.

Second Floor Company and workout room – Two (2), 24,000 BTU single zone heat pumps.

All communication and electrical wiring is to be provided by the contractor. All mounts, piping for drains shall be provided by the contractor. All insurances and permits are the responsibility of the contractor.

Contract language should be addressed to the City Manager. Prevailing wage and certified payroll are required. Warranty information should be included in the proposals.

Please return quotes/estimates as soon as possible to:

Chief F. J. Spinelli
22 Grand Street
Newburgh, NY 12550

Email: fspinelli@cityofnewburgh-ny.gov

RESOLUTION NO.: 231 - 2025

OF

OCTOBER 14, 2025

**A RESOLUTION AUTHORIZING PAYMENT OF THE REMAINING
SELF-INSURED RETENTION IN THE AMOUNT OF \$254,100.55
TO “TOKIO MARINE HCC – PUBLIC RISK GROUP”
IN CONNECTION WITH THE CLAIM OF KENYATTA JAMES**

WHEREAS, Kenyatta James brought a claim against the City of Newburgh; and

WHEREAS, the City maintains a self-insured retention in the amount of \$500,000.00 per claim and has expended \$245,899.45 in connection with the claim and the resolution of the claim is projected to exceed the amount of the self-insured retention; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to tender the defense and resolution of the claim and the remaining self-insured retention amount of \$254,100.55 to the City’s excess insurance carrier;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to execute payment of the remaining self-insured retention in the amount of \$254,100.55 in the Kenyatta James claim to “Tokio Marine - HCC Public Risk Group”, the City’s excess insurance carrier.

RESOLUTION NO.: 232 - 2025

OF

OCTOBER 14, 2025

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT
OF CLAIM WITH LAURA G. FANNING IN THE AMOUNT OF \$60,000.00**

WHEREAS, Laura G. Fanning brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Sixty Thousand and 00/100 Dollars (\$60,000.00) in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Laura G. Fanning in the total amount of Sixty Thousand and 00/100 Dollars (\$60,000.00) and that the City Manager or the Corporation Counsel or its retained outside counsel is hereby authorized to execute documents to effectuate the settlement.