City of Newburgh Council Work Session
Sesion de trabajo del Concejal de la Ciudad de Newburgh
November 21, 2024
6:00 PM

Department of Public Works/ Departamento de Obras Públicas

1. 2024 Personnel Book Amendment - Property Maintenance Position Change

   Resolution amending the 2024 Personnel Analysis Book to delete one Motor Equipment Operator position and add one Laborer position in the Department of Public Works

   Resolución que enmienda el Libro de Análisis de Personal 2024 para eliminar un puesto de Operador de Equipo Motorizado y añadir un puesto de Obrero en el Departamento de Obras Públicas

Engineering/Ingeniería

2. Award of Bid No 20.24 Spillway Rehabilitation Silver Stream Reservoir Dam

   Resolution authorizing the award of a bid and the execution of a contract with Remus Industries, LLC for the construction of the Silver Stream Dam Spillway Improvements Project in the amount of $3,221,221.00

   Resolución que autoriza la otorgación de una licitación y la ejecución de un contrato con Remus Industries, LLC para la construcción del proyecto de mejoramiento del aliviadero de la presa de Silver Stream por el monto de $3,221,221.00

3. PIN No. 8761.40 Walsh Road Bridge Replacement - Contract Amendment No. 1 with CSX Transportation, Inc.

   Resolution authorizing the City Manager to execute Amendment No. 1 to the agreement with CSX Transportation, Inc. for construction engineering and inspection services related to the replacement of the Walsh Road Bridge

   Resolución que autoriza al Gerente de la Ciudad a ejecutar la enmienda No. 1 al acuerdo con CSX Transportation, Inc. para los servicios de ingeniería de construcción e inspección relacionados con el reemplazo del puente de Walsh Road

Finance/Finanza

4. 2025 Budget

   Presupuesto 2025

5. Resolution Certifying Base Percentages, Base Proportions & Adjusted Base Proportions Under RPTL Article 9

   Resolution to certify the base percentages, current percentages, current base proportions and adjusted base proportions under the Homestead Option of Article 19 of the Real Property Tax Law of the State of New York

   Resolución para certificar los porcentajes de base, porcentajes actuales, proporciones de base actual y proporciones de base ajustadas bajo la Opción de Propiedad del Articulo 19 de la Ley de Impuestos de Bienes Raíces del Estado de Nueva York

6. Resolution adopting the FY2025 Budget

   Resolution adopting the Budget for the Fiscal Year 2025

   Resolución adoptando el Presupuesto para el Año Fiscal 2025

Information Technology Department/ Departamento de Tecnología e Información

7. Water Department - 2 Ricoh Copiers

   Resolution authorizing the City Manager to execute a copier lease agreement with Ricoh USA, Inc. for the Water Department at a cost of $330.68 per month for a period of 36 months

   Resolución que autoriza al Gerente de la Ciudad a ejecutar un contrato de arrendamiento de fotocopiadora con Ricoh USA, Inc. para el Departamento de Agua a un costo de $330.68 por mes por un periodo de 36 meses

Water Department/ Departamento de Agua

8. Water Conservation Notice

   Resolution of the City Council of the City of Newburgh urging all City of Newburgh residents and water supply customers to conserve water during the current drought watch issued for the New York City Water Supply System

   Resolución del Concejo Municipal de la Ciudad de Newburgh urgiendo a todos los residentes de la Ciudad de Newburgh y a los consumidores de agua que conserven el agua durante una alerta de sequía emitida para el Sistema de Suministro de Agua de la Ciudad de Nueva York

Planning and Economic Development/Planificación y Desarrollo Económico

9. Purchase of 313 Fullerton Avenue

   Resolution to authorize the conveyance of real property known as 313 Fullerton Avenue (Section 6, Block 5, Lot 4) at private sale to Michael F. Pomarico for the amount of $228,000.00

Resolución que autoriza la transmisión de bienes raíces conocidos como 313 Fullerton Avenue (Sección 6, Bloque 5, Lote 4) en venta privada a Michael F. Pomarico por el monto de $228,000.00

Grants/Contracts/Agreements / Becas /Contratos/Convenios

10. Ferry Parking Lot Lease Extension

    Resolution authorizing the City Manager to execute a sixth extension until December 31, 2025 to the Agreement of Lease with Riverside Newburgh Realty, LLC for the continued lease of vacant real property known as Section 31, Block 5, Lots 13.2 and 14 for the purpose of providing parking for the Newburgh-Beacon Ferry commuters

    Resolución que autoriza al Gerente de la Ciudad a ejecutar una sexta extensión hasta el 31 de diciembre de 2025, al Acuerdo de Arrendamiento con Riverside Newburgh Realty, LLC para el arrendamiento continuo de propiedad vacante conocida como Sección 31, Bloque 5, Lote 13.2 y 14 con el propósito de proporcionar estacionamiento a los pasajeros del Transbordador Newburgh-Beacon

11. Eleventh MOU with Metro-North Railroad

    Resolution authorizing the City Manager to execute an Eleventh Memorandum of Understanding with Metro-North Commuter Railroad Company to provide reimbursement of parking lot lease payments related to the Newburgh-Beacon Ferry Service

    Resolución que autoriza al Gerente de la Ciudad a ejecutar un Undécimo Memorándum de Entendimiento con Metro-North Commuter Railroad Company para proporcionar el reembolso de los pagos de arrendamiento de estacionamiento relacionados con el Ferry Newburgh-Beacon

12. Annual Agreement with Orange-Ulster BOCES for the Storage of Archived Municipal Records and Records on Microfilm

    Resolution authorizing the City Manager to enter into an agreement with Orange-Ulster BOCES for the storage of archived municipal records and municipal records on microfilm

    Resolución que autoriza al Gerente de la Ciudad a entrar en un acuerdo con Orange-Ulster BOCES para el almacenamiento de registros municipales archivados y registros municipales en microfilm

Police Department/ Departamento de Policía

13. Resolution for Subscription with LeadsOnline LLC

    Resolution authorizing the City Manager to execute an agreement with LeadsOnline, LLC for investigation software and systems services for the City

of Newburgh Police Department

Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo con LeadsOnline, LLC para servicios de software y sistemas de investigación para el Departamento de Policía de la Ciudad de Newburgh

14. Resolution to Surplus Police Department Motor Unit

    Resolution declaring surplus one 1999 Harley Davidson motorcycle (VIN#1HD1FMW11XY60556) and authorizing disposition to Motorcyclepedia Inc. and the Gerald A. Doering Foundation

    Resolución que declara excedente una motocicleta Harley Davidson de 1999 (VIN#1HD1FMW11XY60556) y autoriza su disposición a Motorcyclepedia Inc. y a la Fundación Gerald A. Doering

15. Resolution to accept a Police Motor Unit donation from the Gerald A. Doering Foundation, Inc.

    Resolution accepting a donation of one 2024 FLHTP Harley Davidson Motorcycle from the Gerald A. Doering Foundation

    Resolución aceptando la donación de una motocicleta Harley Davidson 2024 FLHTP de la Fundación Gerald A. Doering

16. Resolution to Upgrade a Vacant Police Officer Position to a Police Lieutenant Position

    Resolution amending the 2024 Personnel Analysis Book to delete one police officer position and add one lieutenant position in the Police Department

    Resolución que enmienda el Libro de Análisis de Personal 2024 para eliminar un puesto de oficial de policía y añadir un puesto de teniente en el Departamento de Policía

Local Laws/Leys Locales

17. Scheduling a Public Hearing - Energize NY Open C-PACE Local Law

    Resolution scheduling a public hearing for December 9, 2024 to hear public comment concerning “A Local Law adding Article II entitled ‘Energize NY Open C-PACE Financing Program’ to Chapter 156 entitled ‘Energy’ of the Code of Ordinances of the City of Newburgh"

    Resolución que programa una audiencia pública para el 9 de diciembre de 2024 para escuchar comentarios públicos sobre "Una ley local que añade el artículo II titulado 'Programa de financiación Energize NY Open C-PACE' al capítulo 156 titulado 'Energía' del Código de Ordenanzas de la Ciudad de Newburgh"

Executive Session/ Sesión Ejecutiva

18. Collective Negotiations pursuant to Article Fourteen of the Civil Service Law
    Negociaciones colectivas de acuerdo con el artículo catorce de la ley de servicio civil

19. Proposed, Pending or Current Litigation
    Litigio propuesto, pendiente o actual

RESOLUTION NO.: _____-2024

OF

NOVEMBER 25, 2024

A RESOLUTION AMENDING THE 2024 PERSONNEL ANALYSIS BOOK TO DELETE ONE MOTOR EQUIPMENT OPERATOR POSITION AND ADD ONE LABORER POSITION IN THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, the Superintendent of Public Works proposes to delete one Motor Equipment Operator position and add one Laborer position to promote efficiency in the Department of Public Works; and

WHEREAS, the change in job titles of such positions requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2024; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2024 be amended to delete one Motor Equipment Operator position and add one Laborer position to promote efficiency in the Department of Public Works.

RESOLUTION NO.: _____ - 2024

OF

NOVEMBER 25, 2024

A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT WITH REMUS INDUSTRIES, LLC FOR THE CONSTRUCTION OF THE SILVER STREAM DAM SPILLWAY IMPROVEMENTS PROJECT THE AMOUNT OF $3,221,221.00

WHEREAS, by Resolution No. 85-2024 of April 24, 2024, the City Council of the City of Newburgh declared the Silver Stream Dam Spillway Improvements Project (the "Project") a Type II action under the State Environmental Quality Review Act; and

WHEREAS, by Resolution No. 95-2024 of May 13, 2024, the City Council of the City of Newburgh approved an agreement with Ramboll Americas Engineering Solutions, Inc. for professional engineering bid preparation and construction administration services in connection with the Project; and

WHEREAS, the City of Newburgh has duly advertised for bids for the construction of the Project; and

WHEREAS, bids have been duly received and opened and Remus Industries, LLC is the low bidder; and

WHEREAS, funding for the Project shall be derived from an allocation of American Rescue Plan Act funds; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for construction of the Silver Stream Dam Spillway Improvements Project be and it hereby is awarded to Remus Industries, LLC in the amount of $3,221,221.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

NOTICE TO BIDDERS

INVITATION FOR BIDS

for

Spillway Rehabilitation Silver Stream Reservoir Dam

Bid No. 20.24

City of Newburgh, Orange County, New York

Sealed bids will be received by City Comptroller Janice Gaston in her office located at 83 Broadway, 4th Floor, Newburgh, NY 12550 until **11:00 a.m. (local time), Friday November 15, 2024**, at which time they will be publicly opened and read aloud.

The City of Newburgh plans to replace the existing spillway channel walls, a portion of the spillway channel slab, and the vehicle access bridge at the spillway crest; installation steel sheet pile seepage cut-off at the spillway crest; replacement of a portion of the outlet channel wall, stabilization of a portion of the outlet channel wall, and associated site work including regrading of the embankment crest at the vehicle bridge, regrading of the embankment upstream slope and placement of supplemental riprap at the spillway channel approach, and all other work that is incidental and necessary to perform the work. A Pre-Bid Site Visit Meeting has been set for Friday, October 25 at 10:00 a.m. Contractor attendance is strongly encouraged.

As per the approved New York City Department of Environmental Protection (DEP) Land Use Permit, no work can commence prior to May 1, 2025. The work will be substantially complete by August 31, 2026; completed and ready for final payment within ninety (90) days after issuance of substantial completion. The scope of work includes providing all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work shown on the plans and described in these specifications including, but not necessarily limited to the following: replacement of the existing spillway channel walls, a portion of the spillway channel slab, and the vehicle access bridge at the spillway crest; installation steel sheet pile seepage cut-off at the spillway crest; replacement of a portion of the outlet channel wall, stabilization of a portion of the outlet channel wall, and associated site work including regrading of the embankment crest at the vehicle bridge, regrading of the embankment upstream slope and placement of supplemental riprap at the spillway channel approach, and all other work that is incidental and necessary to perform the work.

Complete sets of the drawings, specifications, and bid forms, becoming available to the public on **Friday October 18, 2024** may be viewed and downloaded at no charge by visiting the Empire State Purchasing Group website at: www.BidNetDirect.com/new-york/city-of-newburgh, selecting the "Open Solicitations" tab and title of solicitation. Vendors may have to register if visiting this site for the first time. Prospective Bidders must obtain all Bid Documents, including Addenda and other Bid correspondence, from the Empire State Purchasing Group's website in order to be considered an official Plan Holder. Bids received from Contractors that are not considered an official Plan Holder shall not be accepted by the City of Newburgh.

Bidders shall promptly notify the City of Newburgh if any errors, omissions, conflicts, ambiguity, etc. within the contract documents. The above item and/or questions shall be submitted in writing via email to jmorris@cityofnewburgh-ny.gov. Interpretations or clarifications considered necessary will be issued via Addenda posted to the Empire State Purchasing Group website at www.BidNetDirect.com/new-york/city-of-newburgh. Questions must be received on or before 12:00 p.m., EST, Friday November 8, 2024. Questions received after this date may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda, as required, will be issued on or before Tuesday November 12, 2024 to BidNet for Contractor download. Where state and local requirements differ from federal, the federal requirements shall be followed.

All Bids must be made on the official Bid Form or an exact copy by reproduction thereof. All Bids must be in original form and signed in ***blue ink***, except for a Notary Public. Photocopies will not be accepted and will result in a rejection of the Bid. Everything must be enclosed in a sealed envelope with the following clearly marked on the front of the envelope:

- Bidders name and address
- Sealed Bid Spillway Rehabilitation Silver Stream Reservoir Dam
- Date and Time of Bid Opening

This is a unit price bid as described in the Instructions to Bidders. No Bidder may withdraw his or her Bid within forty-five (45) calendar days after the actual date of the opening thereof. Each Bid must be accompanied by a bid security in the amount of five

(5) percent of the base bid in accordance with the Instructions to Bidders. Successful bidders will be required to provide performance and payment bonds, proof of appropriate insurance, and execute contracts prior to commencement of work.

The successful Bidder will be required to furnish construction performance and payment bonds in the full amount of the contract price. The successful Bidder will be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41CFR Part 60-1, 33 F.2 7804).

The City of Newburgh reserves the right to reject any and all Bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive, or Conditional Bids.

OWNER:	**Contact:**	**OWNER'S ENGINEER:**	**Contact:**
City of Newburgh	Jason C Morris, P.E.	Ramboll	Ken Catino
83 Broadway	City Engineer	250 West 34th Street	Project Officer
Newburgh, New York 12550	845.569.7448	New York, NY 10119	917.690.6221

BY ORDER OF THE CITY OF NEWBURGH

By: _____ Dated: 10/1/24

Janice Gaston, City Comptroller

City of Newburgh - An Equal Opportunity Employer

Justice, Equity, Diversity and Inclusion are core values to the City of Newburgh, where there is a strong commitment to establishing and maintaining an environment free of discrimination. These values are promoted through the daily practice of professionalism, respect, acceptance and understanding. As such, City residents along with women, minorities, individuals with disabilities, members of the LGBTQ community, and veterans are encouraged to apply.

Todd Venning
City Manager/CEO

CITY OF NEWBURGH

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

Todd Venning (CFO)
Director of Finance

Janice Gaston
City Comptroller

Robert VanVlack
City Purchasing Agent

Solicitation #20.24 Bid Opening Results

Invitation for Bids (IFB)
For
Spillway Rehabilitation Silver Stream Reservoir Dam

Opening: Friday, 11/15/2024 (11:15 a.m.) City Hall Council Chambers, 83 Broadway, Newburgh, NY

Attendees:

- Robert Van Vlack, City Purchasing Agent (Witness)
- Stephanie Hayden, Account Clerk (Recorder)
- Jason Morris, Commissioner of Public Works and City Engineer (Department Representative)

The bids below were received in compliance with the solicitation closing of 11:00 a.m. November 15, 2024.

Vendor	Receipt	Unofficial Lump Sum Bid
Scape Tech Landscape Technology	11/15/2024 9:10 a.m.	$3,760,155.00
Winn Construction	11/15/2024 10:17 a.m.	$3,736,000.00
Servidone/Anthony Construction	11/15/2024 10:17 a.m.	$5,639,300.00
Michaels Construction	11/15/2024 10:37 a.m.	$4,723,800.00
Montesano Bros.	11/15/2024 10:43 a.m.	$5,885,015.32
Remus Industries	11/15/2024 10:45 a.m.	$3,221,221.00
Colonnelli Bros.	11/15/2024 10:45 a.m.	$3,675,309.00

Vendor	Receipt	Unofficial Lump Sum Bid
JRCRUZ Corp.	11/15/2024 10:49 a.m.	$3,695,000.00

SECTION 00 41 13

BID FORM

Project Identification: Spillway Rehabilitation Silver Stream Reservoir Dam

Contract Identification And Number: Bid No. 20.24

Submitted To: City of Newburgh

83 Broadway - 4th Floor , Newburgh, NY 12550
Attn: City Comptroller

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

2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for forty-five (45) days after the day of the submission deadline. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that:

   a. BIDDER has examined and carefully studied the Notice to Bidders, Bid Documents and the following Addenda receipt of all which is hereby acknowledged:

      List Addenda by Addendum Number and Date:

      ADDENDUM No. 1 issued 11/07/2024 (questions received as of 11/06)

      ADDENDA No. 2 and 3 issued 11/12/2024 (questions received as of 11/08)

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

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

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

Revised per Addendum No. 2, issued 11/12/2024

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

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

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

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

i. Any other representation required by Laws and Regulations.

4. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s). The Lump Sum Quotation shall be the cost of the Work to furnish all the labor, materials and equipment, perform the whole of the work, and submit to all conditions as represented, intended and implied, both particularly and generally, by the Plans, Special Specifications, Standard Specifications, Standard Details, Standard Contract Requirements, Form of Agreement, the Ordinance authorizing the work, and this Proposal, at the prices herein stated; and agree that each item bid shall be complete in itself, and the City may increase or diminish the amount of work thereunder, or omit the item without invalidating the unit price bid for it or any other item; on the following terms, to wit:

Item No.	Approx. Quant.	Items and Unit Prices Bid (Prices in Words)	Unit Price Dols.	Cts.	Total Dols.	Cts.
GC-1	Lump Sum	**Mobilization/Demobilization** One Hundred Twenty Six Thousand Seven Hundred Dollars and No Cents Lump Sum	$126,700		$126,700	
GC-2	Lump Sum	**Erosion and Sedimentation Controls** and **Site Clearing** Thirty Nine Thousand Five Hundred Four Dollars and No Cents Lump Sum	$39,504		$39,504	
GC-3	Lump Sum	**Control of Water** Six Hundred Sixty Eight Thousand Nine Hundred Thirty Dollars and No Cents Lump Sum	$668,930		$668,930	
GC-4	Lump Sum	**Prefabricated Bridge** One Hundred Forty One Thousand Three Hundred Eleven Dollars and No Cents Lump Sum	$141,311		$141,311	
GC-5	Lump Sum	**Infrastructure Improvements;** One Million Five Hundred Nine Thousand Two Hundred Sixty Dollars and No Cents Lump Sum	$1,509,260		$1,509,260	
GC-6	360	**Continuous Flight Auger (CFA) Cast Piles** Five Hundred Ninety Five Dollars and No Cents Linear Foot	$595		$214,200	
GC-7	135	**Concrete Wall Tie-Backs Anchors** Two Hundred Sixty Dollars and No Cents Linear Foot	$260		$35,100	
GC-8	Lump Sum	**Site Improvements** Ninety Nine Thousand One Hundred Fifty Six Dollars and No Cents Lump Sum	$99,156		$99,156	
GC-9	Lump Sum	**Site Restoration** Three Thousand Four Hundred Sixty Dollars and No Cents Lump Sum	$3,460		$3,460	
GC-10	10	**Rock Excavation** One Thousand Two Hundred Dollars and No Cents Cubic Yard	$1,200		$12,000	
GC-11	50	**Lean Concrete** Three Hundred Fifty Dollars and No Cents Cubic Yard	$350		$17,500	

Revised per Addendum No. 2, issued 11/12/2024

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Item No.	Approx. Quant.	Items and Unit Prices Bid (Prices in Words)	Unit Price Dols.	Cts.	Total Dols.	Cts.
GC-12	60	**Flowable Fill** Three Hundred Sixty Dollars and No Cents Cubic Yard	$360		$21,600	
GC-13	100	**Select Earth Fill** Three Hundred Twenty Five Dollars and No Cents Cubic Yard	$325		$32,500	
A-1	Allowance	**Contingency Allowance Authorizations** Lump Sum	300,000	00	300,000	00

LUMP SUM QUOTATION (GC-1+GC-2+GC-3+GC-4+GC-5+GC-6+GC-7+GC-8+GC-9+GC-10+GC-11+GC-12+GC-13+A-1)

Three Million Two Hundred Twenty One Thousand Two Hundred Twenty One Dollars and No Cents — $ 3,221,221.00

Written or Typed in Text — *Numerical*

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

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

   a. Resolution of Board of Directors

   b. Non-Collusion Bidding Affidavit

   c. Required BIDDER's Qualification Statement with supporting data

   d. Affidavit of Workers' Compensation

   e. Iranian Energy Sector Divestment

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

   REMUS INDUSTRIES, LLC: 9 OLD ALBANY POST ROAD, OSSINING, NY 10562

   OFFICE: 914-941-1000

   JOSEPH BERGEY: joe@remusindustries.com / Robert Leggio: robert@remusindustries.com

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

SUBMITTED on: NOVEMBER (*Month*) 15 (*Day*) 2024 (*Year*)

State Contractor License No.: N/A

Revised per Addendum No. 2, issued 11/12/2024

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If BIDDER is:

An Individual

By: _____
Individual's Name *Seal*

Doing business as _____

Business Address: _____

Phone Number:

A Partnership

By: _____
Firm Name *Seal*

General Partner _____

Business Address: _____

Phone Number:

A Corporation

By: Remus Industries, LLC
Corporation Name *Seal*

State of Incorporation: New York

Authorized Signatory: Robert Leggio Title: Owner

Attestation: Rita Leggio
Secretary *Seal*

Business Address: 9 Old Albany Post Rd. Ossining, NY 10562

Phone Number: 914-941-1000

Date qualified to do business: 02/02/2010

A Joint Venture

By: _____
Individual's Name *Seal*

Address: _____

By: _____
Individual's Name *Seal*

Address: _____

Official Communications Address: _____

_____

Official Communications Phone Number: _____

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

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CERTIFIED COPY OF RESOLUTION
OF
BOARD OF DIRECTORS OF

Spillway Rehabilitation Silver Stream Reservoir Dam

Bid No. 20.24

City of Newburgh, New York

Remus Industries, LLC

Name of Corporation

Resolved that Robert Leggio , Managing Member

Authorized Signatory *Title*

of Remus Industries, LLC Authorized to sign and submit the Bid of the Corporation for

Name of Corporation

the following project: Spillway Rehabilitation Silver Stream Reservoir Dam

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

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

Remus Industries, LLC

Name of Corporation

At a meeting of its Board of Directors held on the 15 day of November 20 24

By: Robert Leggio Title: Managing Member

Seal

This form must be completed if the Bidder is a Corporation

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SECTION 00 43 13.14

BIDDER'S QUALIFICATION QUESTIONNAIRE

Spillway Rehabilitation Silver Stream Reservoir Dam

Bid No. 20.24

City of Newburgh, Orange County, New York

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

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

   in years: 14 +

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

   Town of North Salem Mountain Lakes Park Dam Rehab., Nadia Savage, 201 Hawley Rd. North Salem NY 10560, (914) 995-5052, Completed 12/2023, Total $5.7M

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

   Far Rockaway Village, $2.3M, 50% Completed
   Fox Hollow Riverwoods, $7.6M, 50% Completed
   Arc Ann Manzi Center, $1.2M, 90% Completed

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

   Town of Patterson, Dorset Hollow Bldg Addition, awarded 11/2024

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

   See attached Equipment list

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

   None

Confidential

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

Mike Stein, Hudson Engineering & Consulting, 45 Knollwood Rd, Elmsford NY 10523, 914-909-0420, Fox Hollow Riverwoods

Zackary Pearson, Insite Engineering, 3 Garrett Pl, Carmel NY 10512, 845-225-9690, Arc Ann Manzi Center

Bill Schneider, PS&S Engineering, Conifer LeChase

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

Yannis Legakis, Laconic Risk Solutions, P.O. Box 353, Cold Springs NY 10516 (646) 863-6350

Valley National Bank, Gloria Webb, 1050 Franklin Ave, Garden City NY 11530, (516) 465-2220

Thalle Industries, 51 Route 100 Briarcliff Manor, NY 10510, Joe Perone 941-762-3415

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

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

The business is a Remus Industries, LLC

Type of Legal Entity

The address of principal place of business is:

9 Old Albany Post Rd. Ossining, NY 10562

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

Robert Leggio

Machinery and Equipment

	Year	Manufacturer	Model	Description
2001 - Cat 322	2001	Caterpillar	322CL	Hydraulic Excavator
2004 - CAT 322	2004	Caterpillar	322	
2004- CAT Hammer	2004	Rockblaster	322	Hydraulic Hammer
2004 Vibratory Compactor	2004	Dynapac	CA30-D	Dynapac Earth Roller
2007 - CAT 430 Backhoe	2007	Caterpillar	430E	Backhoe
2010 - Kubota Tractor B2920	2010	Kubota	B2920	Kubota 2010 Tractor
2012 - Kubota Excavator	2012	Kubota	U55-R3AP	Rubber Track Excavator
2014 - Kubota Track Loader	2014	Kubota	SVL90-2FC	Truch Loader w/80" LPFL Bucket & Rar View Mirror
2015 - Komatsu 228	2015	Komatsu	PC228 USL	KMTPC250TEC001709
2015 - MV480 Plate Tamper	2015	Chicago Metallic		Plate Tamper
2016 - CAT 908M	2016	Caterpiller	908m	Compact Wheel Loader
2016 - Komatsu WA380	2016	Komatsu	WA380	KMTYA130LFNA74211
2017 - CAT 335F	2017	Caterpiller	335	Hydaulic Excavator
2018 - CAT 335F	2018	Caterpiller	335F	Power Train and Hydraulic
2019 - CAT 308-07A	2019	Caterpiller	308-07	Hydraulic Excavator
2019 - Dynapac D One Roller	2019	Dynapac	D. One	Roller
2020 - Rockblaster RB250G	2020	Rockblaster	RB250G	Hydraulic Hammer
2022 - CAT 308	2022	Caterpillar	308-07	Hydraulic Excavator
2022 - CAT 317	2022	Caterpillar	317-07	Hydraulic Excavator
2023 - Komatsu PC138	2016	Komatsu	PC138USLC	Excavator
2012- Rockblaster RB125G		Rockblaster	125G	Hydraulic Hammer
2008 Skid Steer	2008	Caterpillar	262C SKID STEER	
2016 - Sweeper Lay Mor SM300	2016	Lay-More	SM300	Sweeper
2005 Kobelco ED150 Blade Runer	2005	Kobelco	ED150	Blade Runner
2007 - Rockblaster- RB1000G	2007	Rockblaster	RB1000G	Hydraulic Hammer
2024-Tamper Compactor	2024	Mikasa	MVH508GH	Reversible Plate Compactor
2024- PC55MR-5 Compact Excavat	2024	Komatsu	PC55MR-5	Compact Hydraulic Excavator
2016 - CAT 1055F Paver	2016	Caterpiller	AP1055F	Paver
2005 - CAT 315	2005	Caterpillar	315	

SECTION 00 43 13.15

AFFIDAVIT - WORKERS' COMPENSATION

Spillway Rehabilitation Silver Stream Reservoir Dam

Bid No. 20.24

City of Newburgh, Orange County, New York

STATE OF: New York)
) SS:
County of: Westchester County)

I, Robert Leggio of the Town, Village, City of Ossining

in the County of Westchester and the State of New York

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

I am Robert Leggio, an officer of the firm of Remus Industries, LLC

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

Remus Industries, LLC

Contractor Name

Subscribed and sworn to Robert Leggio Managing Member

Name of Affiant *Title of Affiant*

Signature of Affiant (in blue ink)

before me this 15th day of November, 20 24

Affix Notary Seal or Stamp below

Notary Public of Westchester County, NY

My commission expires: May 9, 2028

Notary Signature:

ISABEL LAWLER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LA0024564
Qualified in Westchester County
Commission Expires May 9, 2028

Confidential

STATE OF New York)

ss:

County of Westchester)

I, Robert Leggio of the Town, Village, City of Ossining

in the County of Westchester and the State of New York

of full age, being duly sworn, do depose and say that:

I am Robert Leggio an officer of the firm of Peconic Bridge LLC

doing work, services, deposits and supplies for which a lien may be claimed under Article 2 Workers' Compensation Policy, to owner, the

operations, as set forth in the preceding contract, and is comply with the provisions the act

Peconic Bridge LLC

Signature of Deponent Robert Leggio Managing Member

Sworn to before me this 15th day of November 20 24

Notary Public of Westchester County, NY

My commission expires on 5/9/2027

Notary Signature

ISAABELLA MILLER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MI6002654
Qualified in Westchester County
Commission Expires May 9, 2027

SECTION 00 45 11 - 1

CAC Rev 11/5/19 00 45 13.18

AFFIDAVIT - WORKERS' COMPENSATION -

Bridge Rehabilitation Tiffen Street Bridge - Ir Dept

Bid No. 39.24

City of Newburgh, Orange County, New York

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SECTION 00 43 15

NON-COLLUSION BIDDING AFFIDAVIT

Spillway Rehabilitation Silver Stream Reservoir Dam

Bid No. 20.24

City of Newburgh, Orange County, New York

STATE OF: New York)

) SS:

County of: Westchester)

I, Robert Leggio of the Town, Village, City of Ossining

in the County of Westchester and the State of New York

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

I am Robert Leggio, an officer of the firm of Remus Industries, LLC

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

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

commercial or selling agencies maintained by Remus Industries, LLC

Contractor Name

Subscribed and sworn to Robert Leggio — Managing Member

Name of Affiant — *Title of Affiant*

Signature of Affiant (in blue ink)

before me this 15th day of November, 20 24

Affix Notary Seal or Stamp below

Notary Public of Westchester County, NY

My commission expires: May 9, 2028

Notary Signature:

ISABEL LAWLER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LA0024564
Qualified in Westchester County
Commission Expires May 9, 2028

This Affidavit must be completed by all Bidders

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SECTION 00 43 20

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

IRANIAN ENERGY SECTOR DIVESTMENT ACT AFFIDAVIT

Spillway Rehabilitation Silver Stream Reservoir Dam

Bid No. 20.24

City of Newburgh, Orange County, New York

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

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

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

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

Name: Robert Leggio Title: Managing Member

Signature: 

Date: 11/15/2024 Company Name: Remus Industries, LLC

Subscribed and sworn to Robert Leggio Managing Member

Name of Affiant *Title of Affiant*



Signature of Affiant (in blue ink)

before me this 15th day of November, 20 24

Affix Notary Seal or Stamp below

Notary Public of Westchester County, NY

My commission expires: May 9, 2028

Notary Signature: 

ISABEL LAWLER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LA0024564
Qualified in Westchester County
Commission Expires May 9, 2028

This Affidavit must be completed by all Bidders

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Confidential

SECTION 00 43 13.13

BID BOND

Spillway Rehabilitation Silver Stream Reservoir Dam

Bid No. 20.24

City of Newburgh, New York

BIDDER, *Name and Address*:

Remus Industries LLC, 9 Old Albany Post Road, Ossining, NY 10562

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

Hudson Insurance Company - 100 William Street, 5th Floor, New York, NY 10038

OWNER, *Name and Address*:

City of Newburgh - 83 Broadway, Newburgh, New York, 12550

BID:

Due Date: November 15, 2024

Project, *brief description and location*:

Spillway Rehabilitation Silver Stream Reservoir Dam
117 Moores Hill Road, New Windsor, New York 12553

BOND:

Bond Number: N/A

Date, *no later than Bid Due Date*: N/A

Penal Sum: five percent of the bid (5%)

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

BIDDER:

REMUS INDUSTRIES LLC
Bidder's Name and Corporate Seal

By: [signature] - Manager
Signature and Title

Attest: [signature] - Witness
Signature and Title

SURETY, *attached power of attorney*:

Hudson Insurance Company
Surety's Name and Corporate Seal

By: [signature] - Attorney-in-fact
Signature and Title

Attest: [signature] - Witness
Signature and Title

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

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

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

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

4.5 This obligation shall be null and void if:

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

5.2 All Bids are rejected by OWNER, or

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

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

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

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

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

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

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

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

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

Individual Acknowledgment

State of _____

County of _____

On this _____day of _____ 2024 before me personally came _____to me known, and known to me to be the individual in and who executed the foregoing instrument, and acknowledged to me that he/she executed the same.

My commission expires _____ _____

Notary Public

Corporation Acknowledgment

State of _____

County of _____

On the _____ **day of** _____, ____ before me personally came_____to me known; who being by me duly sworn, did depose and say that he resides in _____that he is the _____of _____., the corporation described in and which executed the above instrument; that he/she/they know(s) he seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it wasso affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.

My commission expires _____ _____

Notary Public

Surety Acknowledgment

State of **New York**

County of **Queens**

On the 8th **day of** November 2024 personally came **Yannis Legakis** to me known, who being by me duly sworn did depose and say that he/she is an Attorney-In-Fact of **Hudson Insurance Company** in and which executed the above Instrument know(s) the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/ she/they signed the said instrument and affixed the said seal as Attorney-In-Fact by authority of the Board of Directors of said corporation and by authority of this office under the standing resolution thereof.

My commission expires

Notary Public

MICHAEL CARBONE
Notary Public - State of New York
NO. 01CA6431249
Qualified in Nassau County
My Commission Expires Mar 28, 2026

Limited Liability Acknowledgment

State of __New York_____ __

County of __Westchester__

On the ___15th_ day of November, 2024 before me personally came Robert R. Leggio

to me known; who being by me duly sworn, did depose and say that he/she resides in

_____Ossining___ _____that he/she is the __Managing Member___ of _____
Remus Industries LLC the limited liability company described in and which executed the above instrument; that he/she/they know(s) the seal of said company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said company, and that he/she/they signed his/her/their name(s) thereto by like authority.

Notary Public

ISABEL LAWLER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LA0024564
Qualified in Westchester County
Commission Expires May 9, 2028

State of _____New York_____

My commission expires:

May 9, 2028

BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Yannis Legakis

of the state of New York

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 6th day of July, 20 22 at New York, New York.

HUDSON INSURANCE COMPANY

Attest.....
Dina Daskalakis, Corporate Secretary

By.....
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 6th day of July, 20 22 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of **HUDSON INSURANCE COMPANY**, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)

.....
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 15th day of November, 20 24.
(Corporate seal)

By.....
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY

SHORT FORM FINANCIAL STATEMENT
AS OF DECEMBER 31, 2023

ASSETS

Bonds	$	213,611,946
Preferred stocks		55,803,393
Common stocks		340,719,956
Mortgage Loans on Real Estate		277,383,791
Cash on hand and on deposit		47,025,622
Reinsurance Receivable		443,991,074
FIT recoverable (including net deferred tax asset)		25,895,640
Aggregate write-ins for other than invested assets		47,792,231
Uncollected premiums and agents' balances in the course of collection		26,458,746
Deferred premiums, agents' balances and installments booked but deferred and not yet due (including earned but unbilled premiums)		158,459,785
Other Assets		735,770,807
Total Assets	$	2,372,912,991

LIABILITIES & SURPLUS

Losses	$	397,207,040
Loss adjustment expense		39,537,629
Other expenses		34,149,978
Unearned Premiums		135,530,274
Ceded reinsurance premiums payable		877,185,803
Payable to parent, subsidiaries and affiliates		9,761,021
Commissions payable, contingent commissions and other similar charges		63,322,383
Other Liabilities		136,330,908
Total Liabilities	$	1,693,025,036
Preferred and Common capital stock	$	7,500,238
Gross paid in and contributed surplus		293,480,097
Unassigned funds (surplus)		378,907,620
Surplus as regards policyholders	$	679,887,955
Total Liabilities and Surplus	$	2,372,912,991

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

I, Rory Rose, the undersigned Chief Financial Officer of Hudson Insurance Company hereby certify the foregoing to be a short form financial statement in the form of a balance sheet, showing the Company's assets and liabilities on a provisional basis, at the close of business on December 31, 2023.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 21 day of March , 2024.

Rory Rose

Rory Rose
Chief Financial Officer

Subscribed and sworn to before me this 21 day of March , 2024.
My commission expires

ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County, Certified in New York
Commission Expires December 10, 2025

ANN M. MURPHY NOTARY PUBLIC STATE OF NEW YORK

RESOLUTION NO.: _____ - 2024

OF

NOVEMBER 25, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT WITH CSX TRANSPORTATION, INC. FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES RELATED TO THE REPLACEMENT OF THE WALSH ROAD BRIDGE

WHEREAS, the City of Newburgh has undertaken a Project for the Bridge Replacement of Walsh Road over Quassaick Creek (BIN 2223620) in the City of Newburgh, Orange County, PIN 8761.40 (the "Project") that is eligible for funding under Title 23 U.S. Code, as amended, and calls for the apportionment of the costs such program to be borne at the ratio of 80% federal funds and 20% non-federal funds; and

WHEREAS, by Resolution No. 143-2017 of June 12, 2017, the City Council approved a Master Federal Aid Local Project Agreement with the New York State Department of Transportation for preliminary engineering and right-of-way incidental work; and

WHEREAS, by Resolution No. 212-2017 of August 14, 2017, Resolution No. 258-2021 of November 8, 2021 and Resolution No. 82-2022 of April 11, 2022, the City Council approved agreements with WSP USA, Inc. for design, preliminary engineering, right-of-way and construction management services for Project; and

WHEREAS, by Resolution No. 104-2019 of May 13, 2019, the City Council approved a Preliminary Engineering Agreement with CSX Transportation, Inc. for review and assessment of design and plans for the Project; and

WHEREAS, by Resolution No. 107-2022 of May 9, 2022, the City Council approved a construction engineering and inspection services agreement with CSX Transportation, Inc. for the Project at an initial cost of $194,606.00; and

WHEREAS, the CSX Transportation, Inc. Construction Agreement presumed the Project would be completed by December 31, 2024 and construction is expected to continue through 2025 requiring an amendment to extend the term of the agreement to December 31, 2025; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that the City Manager be and he is hereby authorized to execute Amendment No. 1 to the Construction Agreement with CSX Transportation, Inc. extending the term until December 31, 2025 for preliminary engineering, flagging, construction engineering and inspection services during the construction of the Bridge Replacement of Walsh Road over Quassaick Creek (BIN 2223620) in the City of Newburgh, Orange County, PIN 8761.40.

Colliers Engineering & Design

Providing Engineering Services for CSX

November 11, 2024

Jason C. Morris, PE
City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550

Subject: NY0735; Newburgh, Orange County, New York; Replacement of Walsh Road Bridge over Quassaick Creek adjacent to CSXT; 263588Y; Northern Zone, River Subdivision; QRW-17.25
Unexecuted Construction Agreement Amendment No. 1 Transmittal

Dear Jason,

Reference is made to the Bergmann letter dated June 02, 2022 transmitting the fully executed Construction Agreement for the subject project. It has recently come to CED's attention that construction is expected to continue through 2025. The Construction Agreement assumed a project duration of 8 months and all work impacting CSXT would conclude no later than December 31, 2024. Due to the extended project duration, an Amendment is necessary to extend the term of the Agreement.

Unexecuted Construction Agreement Amendment No. 1 is enclosed. Please arrange for the Amendment to be executed and returned to Colliers Engineering & Design at the following address:

Six Tower Bridge
181 Washington Street, Suite 430
Conshohocken, PA 19428

Please do not hesitate to contact Erin Goglia or me at (610) 834-4080 with any questions regarding the above matters.

Sincerely,

Colliers Engineering & Design, Inc.

Kevin Lewandowski, PE
Project Manager – CSXT GEC

CC: CED file 11310.01
Mike Sliper, Project Manager II – CSXT Public Projects

Project: NY0735; Newburgh; Orange County, New York; Replacement of Walsh Road Bridge over Quassaick Creek adjacent to CSXT; 263588Y; Northern Zone, River Subdivision; QRW-17.25

AMENDMENT NO. 1

To Walsh Road Bridge Construction Agreement
Dated May 24, 2022

CSX Transportation, Inc., a Virginia corporation with its principal place of business in Jacksonville, Florida ("**CSXT**"), and the City of Newburgh a body corporate and political subdivision of the State of New York ("**Agency**"), hereby agree to amend the Construction Agreement between Agency and CSXT dated May 24, 2022 (the "**Agreement**") in accordance with the terms of this Amendment No. 1, which shall be effective as of the date the last signature is affixed hereto.

Pursuant to Section 13 of the Agreement, CSXT and Agency desire to amend the Agreement as follows:

A. Amend the last sentence of Section 2.3 to read:

> "The parties intend that all work by CSXT or on CSXT property shall conclude no later than December 31, 2025, unless the parties mutually agree to extend such date."

B. Capitalized terms used but not defined in this Amendment No. 1 shall have the same meaning as defined in the Agreement.

C. Except as amended by this Amendment No. 1, the Agreement remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be executed, each by its duly authorized officers.

CITY OF NEWBURGH

By: _____
Name: _____
Title: _____
Date: _____

CSX TRANSPORTATION, INC.

By: _____
Name: Michael Sliper
Title: Project Manager II – Public Projects
Date: _____

RESOLUTION NO.: 107 - 2022

OF

MAY 9, 2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CSX TRANSPORTATION, INC. FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES RELATED TO THE REPLACEMENT OF THE WALSH ROAD BRIDGE

WHEREAS, the City of Newburgh has undertaken a Project for the Bridge Replacement of Walsh Road over Quassaick Creek (BIN 2223620) in the City of Newburgh, Orange County, PIN 8761.40 (the "Project") that is eligible for funding under Title 23 U.S. Code, as amended, and calls for the apportionment of the costs such program to be borne at the ratio of 80% federal funds and 20% non-federal funds; and

WHEREAS, by Resolution No. 143-2017 of June 12, 2017, the City Council approved and agreed to advance the Project by making a commitment of 100% of the non-federal share of costs of preliminary engineering and right-of-way incidental work by approving a Master Federal Aid Local Project Agreement with the New York State Department of Transportation; and

WHEREAS, by Resolution No. 212-2017 of August 14, 2017, Resolution No. 258-2021 of November 8, 2021 and Resolution No. 82-2022 of April 11, 2022, the City Council authorized approved agreements with WSP USA, Inc. for design, preliminary engineering, right-of-way and construction management services for Project; and

WHEREAS, by Resolution No. 104-2019 of May 13, 2019, the City Council approved a Preliminary Engineering Agreement with CSX Transportation, Inc. for review and assessment of design and plans for the Project; and

WHEREAS, CSX Transportation, Inc. requires a Construction Agreement to provide preliminary engineering, flagging, construction engineering and inspection services during the construction of the Project at an initial cost of $194,606.00 which funding shall be derived from an existing Federal Aid Local Agreement with a reimbursement amount of 80% with a required 20% local match and the local match and the balance of any remaining funding obligations shall be derived from the 2016 BAN and the OCTC TIP Reserve Fund; and

WHEREAS, the City of Newburgh finds that authorizing the City Manager to execute a Construction Agreement with CSX Transportation, Inc. is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that the Interim City Manager be and he is hereby authorized to execute a Construction Agreement with CSX Transportation, Inc. for preliminary engineering, flagging, construction engineering and inspection services during the construction of the Bridge Replacement of Walsh Road over Quassaick Creek (BIN 2223620) in the City of Newburgh, Orange County, PIN 8761.40.

I, Lorene Vitek, City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held May 9, 2022 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 10 day of May 2022

City Clerk

RESOLUTION NO.: _____ -2024

OF

NOVEMBER 25, 2024

A RESOLUTION TO CERTIFY THE BASE PERCENTAGES, CURRENT PERCENTAGES, CURRENT BASE PROPORTIONS AND ADJUSTED BASE PROPORTIONS UNDER THE HOMESTEAD OPTION OF ARTICLE 19 OF THE REAL PROPERTY TAX LAW OF THE STATE OF NEW YORK

BE IT RESOLVED, by the Council of the City of Newburgh, New York, that this Council does hereby certify the base percentages, current percentages, current base proportions and the adjusted base proportions as set forth on the annexed certificates, pursuant to Article 19 of the Real Property Tax Law of the State of New York.

RP-6701

NEW YORK STATE OFFICE OF REAL PROPERTY SERVICES
16 SHERIDAN AVENUE, ALBANY, NY 12210-2714

11/15/24

CERTIFICATE OF BASE PERCENTAGES, CURRENT PERCENTAGES AND
CURRENT BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL, FOR THE
LEVY OF TAXES ON THE **2024** ASSESSMENT ROLL

Approved Assessing Unit: City of Newburgh, 331100
Name of Portion: City of Newburgh, 331100

DETERMINATION OF BASE PERCENTAGES

Section I

Class	(A) 1991 Taxable Assessed Value	(B) 1991 Class Equalization Rate	(C) Estimated Market Value **A/(B/100)**	(D) Base Percentages **(C/sum of C)**
Homestead	179,193,709	41.24	434,514,328	64.7177
Nonhomestead	111,241,235	46.96	236,885,083	35.2823
Total	290,434,944		671,399,411	100.0000

DETERMINATION OF CURRENT PERCENTAGES

Section II

Class	(E) Prior Year Taxable Assessed Value (Inc. Spec. Fran.)	(F) Prior Year Class Equalization Rate	(G) Estimated Market Value **E/(F/100)**	(H) Current Percentages **(G/sum of G)**
Homestead	1,223,706,939	100	1,223,706,939	64.37576
Nonhomestead	677,174,708	100	677,174,708	35.62424
Total	1,900,881,647		1,900,881,647	100.00000

DETERMINATION OF CURRENT BASE PROPORTIONS

Section III

Class	(I) Local Base Proportion for the 1992 Assessment Roll	(J) Updated Local Base Proportion **I*(H/D)**	(K) Prospective Current Base Proportion Part (J) Prorated to 100.00 **(J/sum of J)**	(L) Adusted Base Proportion used for Prior Tax Levy	(M) % difference between prior Adjusted Base Proportion and Prospective Current Base Proportion **((K/L)-1*100)**	(N) Maximum Current Base Proportion **(L*1.05)**	(O) Current ase Proportior
Homestead	57.00000	56.69882	56.63337	56.1040	0.94		56.63337
Nonhomestead	43.00000	43.41675	43.36663	43.8960	-1.21		43.36663
Total	100.00000	100.11558	100.00000	100.00000			100.00000

CERTIFICATION

I, the clerk of the legislative body of the approved assessing unit identified above, hereby certify that the legislative body determined on _____ base percentages, current percentages, and current base proportions as set forth herein for the assessment roll and portion as identified above.

_____
signature

_____
title

_____
date

RP-6703 NEW YORK STATE OFFICE OF REAL PROPERTY SERVICES 11/15/24

16 SHERIDAN AVENUE, ALBANY, NY 12210-2714

CERTIFICATE OF ADJUSTED BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL FOR THE **2024** ASSESSMENT ROLL

Approved Assessing Unit: City of Newburgh, 331100

Name of Portion: City of Newburgh, 331100

Reference Roll: **2023**

Levy Roll: **2024**

Section I — DETERMINATION OF PORTION CLASS NET CHANGE IN ASSESSED VALUE DUE TO PHYSICAL AND QUANTI EQUALIZATION CHANGES AND COMPUTATION OF CLASS CHANGE IN LEVEL OF ASSESSMENT FACTOR

Class	(A) Total Assessed Value on the Reference Roll Excluding roll section 5	(B) Total Assessed Value of Physical and Quantity Increases between the Reference Roll and Levy Roll	(C) Total Assessed Value of Physical and Quantity Decreases between the Reference Roll and Levy Roll	(D) Net Assessed Value of Physical and Quantity Changes (B-C)	(E) Surviving Total Assessed Value on the Reference Roll (A-C)
Homestead	1,272,651,153	7,536,150	3,496,500	4,039,650	1,269,154,653
Nonhomestead	610,361,015	5,028,100	2,975,700	2,052,400	607,385,315

Class	(F) Total Assessed Value of Equalization Increases between the Reference Roll and Levy Roll	(G) Total Assessed Value of Equalization Decreases between the Reference Roll	(H) Net Equalization Changes (F-G)	(I) Change in Level of Assessment Factor (H/E)+1	
Homestead	80,605,310	9,074,993	71,530,317	1.05636	0.9336
Nonhomestead	3,751,837	5,606,817	(1,854,980)	0.99695	1.0005

Section II — COMPUTATION OF PORTION CLASS ADJUSTMENT FACTOR

Class	(J) Taxable Assessed Value on the Levy Roll Excluding roll section5	(K) Taxable Assessed Value on the Levy Roll at the Reference Roll Level of Assessment (J/I)	(L) Assessed Value of Special Franchise on the Levy Roll at the Reference Roll Level of Assmnt	(M) Total Taxable Assessed Value on the Levy Roll at the Reference Roll Level of Assessment (K+L)	(N) Taxable Assessed Value on the Reference Roll	(O) Class Adjustment Factor (M/N)
Homestead	1,297,050,069	1,227,847,829	0	1,227,847,829	1,223,706,939	1.00338
Nonhomestead	595,385,274	597,209,176	91,421,517	688,630,693	677,174,708	1.01692

Section III — COMPUTATION OF ADJUSTED BASE PROPORTIONS

Class	(P) Current Base Proportions	(Q) Current Base Proportions adjusted for Physical and Quantity Changes (P*O)	(R) Adjusted Base Proportions (Q/sum of Q)
Homestead	56.63337	56.82501	56.30404
Nonhomestead	43.36663	44.10028	43.69596
Total	100.00000	100.92529	100.00000

CERTIFICATION

I, the clerk of the legislative body of the approved assessing unit identified above, hereby certify that the legislative body determined on _____ base percentages, current percentages, and current base proportions as set forth herein for the assessment roll and portion as identified above.

_____
signature

_____
title

_____
0.9491

0.9988

Local Adjustments to the Adjusted Base Proportions

The municipality may make certain adjustments to the ABPs.
See Subsection 1903-4(c) of the Real Property Tax Law

City of Newburgh 2024

STEP 1 - Subtract the Adjusted Base Proportion for the Homestead Class from the Current Percentage for the Homestead Class

Current Percentage for Homestead Class (Part I of form RP-6701)		64.37576
Adjusted Base Proportion for Homestead Class (column R of form RP-6703)	-	56.30404
Difference		8.07172

STEP 2 - Take the Difference computed in STEP 1 and multiply it by 10%, 20%, 25%, 30%, 40%, 50%, 60%, 70%, 75%, 80%, and 90%. Add this amount to the Homestead Adjusted Base Proportion.

Select a Percentage	Amount to be added to Homestead ABP		POSSIBLE TAX SHARES WHICH MAY BE ADOPTED Homestead	NonHomestead
			56.30404	43.69596
10%	0.80717		57.11121	42.88879
20%	1.61434		57.91838	42.08162
25%	2.01793		58.32197	41.67803
30%	2.42152		58.72555	41.27445
40%	3.22869		59.53272	40.46728
50%	4.03586		60.33990	39.66010
60%	4.84303		61.14707	38.85293
70%	5.65020		61.95424	38.04576
75%	6.05379		62.35783	37.64217
80%	6.45738		62.76141	37.23859
90%	7.26455		63.56858	36.43142
100%	8.07172		64.37576	35.62424

RESOLUTION NO.: _____ - 2024

OF

NOVEMBER 25, 2024

A RESOLUTION ADOPTING THE BUDGET FOR THE FISCAL YEAR 2025

WHEREAS, the City Manager, on October 15, 2024, submitted to the City Council of the City of Newburgh, New York, a detailed estimate, including the "Manager's Proposed Fiscal Year 2025 Budget" and the "Manager's Proposed Personnel Analysis Book" of same date, of revenues and expenditures necessary and proper for all municipal activities accounted for in the General, Water, Sewer, Sanitation and Self-Insurance Funds during the fiscal year of 2025; and

WHEREAS, such detailed estimates have been filed in the City Clerk's Office as required by the Charter of the City of Newburgh so that said estimates may be inspected by anyone interested, and a public hearing was held on November 12, 2024 in reference to said estimates for any item thereof; and

WHEREAS, the Council has made such changes, alteration, corrections and amendments to the said budget as it appears to said Council to be proper, including incorporating such changes as deemed necessary in response to the New York State Office of the State Comptroller's budget review report #B24-6-9 dated November 15, 2024; and

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York does hereby approve, determine and adopts the budget for the year 2025 as appears in the annexed "City Council Adopted Fiscal Year 2025 Budget" on November 25, 2024; and

BE IT FURTHER RESOLVED, that the sum of $24,496,172 be levied and raised on account of City taxes for the year 2025 on all the taxable property in the City of Newburgh according to the valuation of the last assessment roll of said City for State, County and City purposes, being $1,297,050,069 for Homestead Properties and $695,808,290 for Non-Homestead Properties, including special franchise assessments, in accordance with the Real Property Tax Law of the State of New York; and

BE IT FURTHER RESOLVED, that the City Collector is authorized and directed to cause said amount of $24,496,172 to be extended and apportioned and adjusted on said assessment roll at $10.633618 for Homestead Properties and $15.383314 for Non-Homestead Properties on every $1,000 of taxable real property, including special franchise assessments; and

BE IT FURTHER RESOLVED, that the required sewer, water and sanitation fees for the taxable and non-taxable properties for the year 2024 is as set forth in Section 163-1 of the City Code of Ordinances; and

BE IT FURTHER RESOLVED, that the City Collector is authorized and directed to cause any and all amounts reported as omitted taxes to be levied against the real property subject to said omitted taxes and to cause the amounts reported by the City Collector as overdue and unpaid water rents, sewer rents and sanitation user fees, and unpaid charges of property abatement, with the interest and penalties thereon, to be added to the tax levied against the real property for which or in connection with which such water, sewer and sanitation was provided; and

BE IT FURTHER RESOLVED, that said City tax roll shall be delivered to the City Collector on the 2nd day of January 2025, signed by the City Manager and under the seal of the City, directing and commanding said City Collector to receive and collect in the manner provided by the law for the levying and collecting of County taxes by City Collectors, these several amounts in the roll specified as against the persons or property therein mentioned and described, and that said warrant shall direct the City Collector to collect said assessments in four equal installments as follows:

The first installment commencing on the 2nd day of January 2025, and collect up to and including the 5th day of February 2025, without fees, and to add 5% from the 6th day of February 2025, up to and including the 1st day of April 2025.

The second installment commencing on the 1st day of March 2025, and collect up to and including the 4th day of April 2025, without fees, and to add 5% from the 5th day of April 2024, up to and including the 30th day of May 2025.

The third installment commencing on the 1st day of May 2025, and collect up to and including the 5th day of June 2025, without fees, and to add 5% from the 6th day of June 2025, up to and including the 30th day of July, 2025.

The fourth installment commencing on the 1st day of July 2025, and collect up to and including the 5th day of August 2025, without fees, and to add 5% from the 6th day of August 2025, up to and including the 30th day of September, 2025.

In addition, thereto, for all late payments remaining unpaid for ninety (90) days after the first date designated for the collection of same, there shall be added an additional penalty in the amount of 10% per annum computed from said first date of collection; and

BE IT FURTHER RESOLVED, that the amounts, when collected, be deposited daily with the TD Bank, Key Bank of NY, NA, New York Cooperative Liquid Assets Securities System (NYCLASS) or in any of the said banks in compliance with the requirements set forth in the Newburgh Fiscal Recovery Act by said City Comptroller and credited and applied to the several respective funds and accounts as stated in the Adopted Budget for taxes now confirmed and approved by said City Council, including credit balances heretofore appropriated.

RESOLUTION NO.: _____ - 2024

OF

NOVEMBER 25, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A COPIER LEASE AGREEMENT WITH RICOH USA, INC. FOR THE WATER DEPARTMENT AT A COST OF $330.68 PER MONTH FOR A PERIOD OF 36 MONTHS

WHEREAS, the Water Department is replacing an older copier for general office use and adding a new copier in the Superintendent's office necessary to perform their statutory duties, assigned tasks and day-to-day operations; and

WHEREAS, the total cost of the copiers and related equipment is $330.68 per month for a period of 36 months; and

WHEREAS, such funds are established and shall be derived from Budget Line F.8310.0448; and

WHEREAS, a copy of said Lease Agreement is attached hereto; and

WHEREAS, this Council has reviewed such agreement and has determined that it is in the best interests of the City of Newburgh to enter into such agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to execute a Lease Agreement with Ricoh USA, Inc. in substantially the same form as annexed hereto for 2 copiers and related services according to the terms therein stated at the cost of $330.68 per month for 36 months.

Docusign Envelope ID: CCE2BCE2-9C6F-46E0-96FE-01780A4B6330

RICOH

ORDER AGREEMENT

Sales Type: LEASE

Master Maintenance and Sale Agreement Number: MMSA33700593
Master Maintenance and Sale Agreement Date: 9/4/2024 12:00:00 AM

EQUIPMENT BILL TO INFORMATION	
Customer Legal Name: NEWBURGH, CITY OF	
Address Line 1: 83 BROADWAY FL 2 **Address Line 2:** **City:** NEWBURGH **ST/Zip:** NY/12550-5617 **County:** ORANGE	**Contact:** Camile Mohammed **Phone:** (845)845-5697 **E-mail:** CMohammed@cityofnewburgh-ny.gov **Fax:**

Check all that apply:

- ☐ PO Included PO#
- ☑ Sales Tax Exempt (Attach Valid Exemption Certificate)
- ☐ Syndication
- ☐ PS Service (Subject to and governed by additional Terms and Conditions)
- ☐ IT Service (Subject to and governed by additional Terms and Conditions)
- ☐ TS PO# (if applicable)
- ☐ Add to Existing Service Contract #
- ☑ Fixed Rate Service Term 60 Months Months

SERVICE INFORMATION			
SERVICE BILL TO INFORMATION			
Customer Legal Name: NEWBURGH, CITY OF			
Address Line 1: PO BOX 9115 **Address Line 2:** **City:** MACON **ST/Zip:** GA/31208-9115 **County:** BIBB		**Contact:** Camile Mohammed **Phone:** (845)845-5697 **E-mail:** CMohammed@cityofnewburgh-ny.gov **Fax:**	
Service Term (Months)	**Base Billing Frequency**	**Overage Billing Frequency**	**Service Type**
36	MONTHLY	QUARTERLY	GOLD

SHIP TO / PRODUCT INFORMATION

Product Description	QTY	Service Level	11 x 17	B/W Allowance *QUARTERLY*	B/W Ovg	Color Allowance *QUARTERLY*	Color Ovg	Service Base *MONTHLY*	Ship To / Equipment Address Contact Info
RICOH IMC4510 CONFIGURABLE PTO MODEL	1	GOLD	Double Click	0	0.0082	0	0.05	$0.00	493 LITTLE BRITAIN RD NEWBURGH, NY 12550-6101 ORANGE Camile Mohammed (845)845-5697 CMohammed@cityofnewburgh-ny.gov

34926735

10/30/2024
Version#1.1

RICOH MC251FW CONFIGURABLE PTO MODEL	1	SILVER	Double Click	0	0.034	0	0.16	$0.00	493 LITTLE BRITAIN RD NEWBURGH, NY 12550-6101 ORANGE Camile Mohammed (845)845-5697 CMohammed@cityofnewburgh-ny.gov

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN - SEG BC4	1
TS NETWORK & SCAN - PRINTER	1
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1

ORDER TOTALS		
Service Type Offerings:	**Product Total:**	
Gold: Includes all supplies and staples. Excludes paper. **Silver:** Includes all supplies. Excludes paper and staples. **Bronze:** Parts and labor only. Excludes paper, staples, and supplies.	**BASIC CONNECTIVITY / PS / IT Services:**	
	Buyout After Promotions:	
	Grand Total: (Excludes Tax)	
Additional Provisions: ***Insert ANY additional provisions here***		

Accepted by Customer	**Accepted: Ricoh USA, Inc.**
Authorized Signature:	Authorized Signature:
Printed Name:	Printed Name:
Title:	Title:
Date	Date

Docusign Envelope ID: CCE2BCE2-9C6F-46E0-96FE-01780A4B6330

RICOH

Ricoh USA, Inc.
300 Eagleview Blvd
Suite 200
Exton, PA 19341

OMNIA Partners Public Sector Master Lease Agreement

Number:MLA34926735

CUSTOMER INFORMATION

Full Legal Name NEWBURGH, CITY OF				
Address 83 BROADWAY FL 2				
City NEWBURGH	State NY	Zip 12550-5617	Contact Camile Mohammed	Telephone Number (845)845-5697
Federal Tax ID Number* 146000232 *(Do Not Insert Social Security Number)*	Facsimile Number		E-mail Address CMohammed@cityofnewburgh-ny.gov	

*Not required for State and Local Government entities.

This OMNIA Partners Public Sector Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 300 Eagleview Blvd #200, Exton, PA 19341.

1. Agreement. This Lease Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. and The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California; and National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector Omnia. and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Purchasing Agreement number 2021002788 and the contract period is from January 26, 2021 to January 25, 2026 (the "Contract Period"), including any and all exercised renewal periods, (the "Contract"). Notwithstanding the foregoing, any Schedule entered into during the Contract Period shall continue in full force and effect for the entire lease term set forth in the Schedule. We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."
2. Schedules; Delivery and Acceptance. This Lease Agreement shall consist of the terms and conditions of the Contract and this Lease Agreement and any Schedule issued pursuant thereto. As it pertains to this Lease Agreement, the order of precedence of the component parts of the Lease Agreement shall be as follows: (a) the terms and conditions of this Lease Agreement and Schedule issued pursuant thereto, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Lease Agreement in cases of conflict or inconsistency therein. Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement and the Contract, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on the Product delivery and acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three (3) business days after any Product is installed.
3. Term; Payments.
   (a) The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. To the extent not prohibited by applicable law, if any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). To the extent not prohibited by applicable law, you agree to pay $25.00 for each check returned for insufficient funds or for any other reason.
   (b) In the event that Customer terminates the Maintenance Agreement (as hereunder defined) between Customer and the Servicer relating to the Product provided hereunder due to a material breach by Servicer of its service obligations, including any Product service levels specified therein, which remained uncured for thirty (30) days following written notice of breach (in the manner expressly permitted by and in accordance with such Maintenance Agreement), Ricoh shall use reasonable efforts to assist Customer in selecting a replacement Servicer. This Section 3(b) shall not alter, restrict, diminish or waive the rights, remedies or benefits that Customer may have against Servicer under the Maintenance Agreement.
   (c) A Schedule may be terminated in whole or in part by the Customer in accordance with this Section 3(c) whenever the Customer shall determine that such a termination is in the best interest of the Customer. Any such termination shall be effected by delivery to Ricoh, at least thirty (30) working days prior to the effective date of such termination date, of a notice of termination specifying the extent to which performance shall be terminated. In the event of such termination, Customer agrees to return the Product to us in the manner required under Section 14 of this Lease Agreement and to pay to us (as compensation for loss of our bargain and not as a penalty), with respect to such terminated Product, financed Software and any Software Licenses, an amount which shall be equal to the monthly Payment for such Product, financed Software and/or Software License, as applicable, times the number of months remaining in the term of such Schedule (or any renewal of such Schedule) and/or any financing agreement with respect to the financed Software and/or Software License, plus any other amounts then due and payable under this Lease Agreement, Schedule and/or financing agreement with respect to such Product, Software and/or Software License, including, but not limited to, any lease payments and maintenance payments. Ricoh shall supply the Customer with the actual number of Payments remaining and the total amount due, and the Customer shall be relieved of all unpaid amounts for anticipated profit on unperformed services under any Maintenance Agreement (including any amount included in the monthly Payment that is attributable to maintenance, supplies, or any other service cost).

Ricoh® and the Ricoh Logo are registered trademarks of Ricoh Company, Ltd. .

(d) You also agree that, except (a) as set forth in Section 18 below entitled "State and Local Government Provisions" and (b) for the best interest of the Customer as set forth in Section 3(c), THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.

4. Product Location; Use and Repair. You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You may make alterations, additions or replacements (collectively, "Additions") and add Software to the Product provided that such Additions and Software do not impair the value or originally intended function or purpose of the Product and is not subject to any lien or security interest in favor of any other party; provided, further, that you remove such Additions and Software at your own cost and expense at the expiration or termination of the applicable Schedule. All Additions and Software which are not removed at the expiration or termination of the applicable Schedule will become part of the Product and our property at no cost or expense to us. We may inspect the Product upon proper notice to the customer at any reasonable time during normal working hours.

5. Taxes and Fees. To the extent not prohibited by applicable law and unless and to the extent you are exempt and provide a valid exemption certificate to us, in addition to the payments under this Lease Agreement, you agree to pay all taxes (other than property taxes), assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year, to be included as part of the Payment. A valid sales and use tax exemption certificate must be provided to us within ninety (90) days of the first invoice to receive a credit/waiver of sales tax.

6. Warranties. We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US AND OUR ASSIGNEE, YOU LEASE OR RENT THE PRODUCT "AS-IS." The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.

7. Loss or Damage. You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product delivery to you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, you shall be responsible to either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity.

8. Liability and Insurance. You agree to maintain insurance, through self-insurance or otherwise, to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.

9. Title; Recording. We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.

10. Software or Intangibles. To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date; provided, however, if you do not enter into the Software License, then we may choose not to lease such Software to you under this Lease Agreement.

11. Default. Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.

12. Remedies. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) to the extent not prohibited by

applicable law, we or our representative may peacefully repossess the Product without a court order (it being agreed that we will provide you with written notice of Default prior to initiating recovery of the Product and will endeavor to contact you telephonically to schedule a convenient time to recover the Product); (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, five (5) days' notice shall constitute reasonable notice. If applicable, you will remain responsible for any deficiency that is due after we have applied any such net proceeds. To the extent permitted by applicable law, in the event an action is brought to enforce or interpret this Lease Agreement, the prevailing party shall be entitled to reimbursement of all costs including, but not limited to, reasonable attorney fees and court costs incurred.

13. Ownership of Product; Assignment. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests, but not our obligations, in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In the event the remit to address for Payments is changed during the term of this Lease Agreement or any Schedule, then Ricoh or the Assignee will provide notice to you. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.

14. Renewal; Return of Product. UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE, AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT THE PRODUCT BE RETURNED TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you shall immediately make arrangements to have the Product subject to such expired Schedule picked up by us (or our designee), in as good condition as when you received it, except for ordinary wear and tear. Ricoh (or our designee) shall bear shipping charges. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until (i) you provide notice to us prior to the expiration of the minimum term or extension of any Schedule and (ii) the Product is picked up by us or our designees and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing contracted rates pursuant to your Maintenance Agreement or other agreement with Ricoh. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility

15. Miscellaneous. It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THE CONTRACT, THIS LEASE AGREEMENT, AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule, nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. ANY CHANGE IN ANY OF THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT OR ANY SCHEDULE MUST BE IN WRITING AND SIGNED BY BOTH PARTIES. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail, return receipt requested, or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date sent. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. To the fullest extent permitted by applicable law, you authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product.

16. Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code. YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY SECTIONS 508-522 OF ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT).TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM

AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

17. Counterparts; Facsimiles. Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.

18. State and Local Government Provisions. If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:

(a) Essentiality. During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.

(b) Non-Appropriation/Non-Substitution. (i) If your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall make available to us (or our designee) all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to make available to us (or our designee) the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.

(c) Funding Intent. You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.

(d) Authority and Authorization. (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.

(e) Assignment. You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.
THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO

CUSTOMER	Accepted by RICOH USA, INC
By: X _____	By: X _____
Authorized Signer Signature	*Authorized Signer Signature*
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____
Facsimile Number: _____	Facsimile Number: _____

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Docusign Envelope ID: CCE2BCE2-9C6F-46E0-96FE-01780A4B6330

NS

RICOH

Ricoh USA, Inc.
300 Eagleview Blvd
Suite 200
Exton, PA 19341

Omnia Partners Public Sector Product Schedule

Product Schedule Number:
Master Lease Agreement Number: MLA34926735

This Omnia Partners Public Sector Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and NEWBURGH, CITY OF, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the Omnia Partners Public Sector Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and . All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

NEWBURGH, CITY OF				Camile Mohammed			
Customer (Bill To)				Billing Contact Name			
493 LITTLE BRITAIN RD				83 BROADWAY FL 2			
Product Location Address				Billing Address *(if different from location address)*			
NEWBURGH	ORANGE	NY	12550-6101	NEWBURGH	ORANGE	NY	12550-5617
City	County	State	Zip	City	County	State	Zip

Billing Contact Telephone Number	Billing Contact Facsimile Number	Billing Contact E-Mail Address
(845)845-5697		CMohammed@cityofnewburgh-ny.gov

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model	Street Address/City/State/Zip
1	RICOH IMC4510 CONFIGURABLE PTO MODEL	493 LITTLE BRITAIN RD, NEWBURGH, NY, 12550-6101, US
1	RICOH MC251FW CONFIGURABLE PTO MODEL	493 LITTLE BRITAIN RD, NEWBURGH, NY, 12550-6101, US

PAYMENT SCHEDULE

Minimum Term *(months)*	Minimum Payment *(Without Tax)*	Minimum Payment Billing Frequency	Advance Payment
36	$330.68	☑ Monthly ☐ Quarterly ☐ Other: _____	☐ 1st Payment ☐ 1st & Last Payment ☐ Other: _____

Sales Tax Exempt: ☑YES (Attach Exemption Certificate)

Customer Billing Reference Number (P.O. #, etc.)

Addendum(s) attached: ☐YES (check if yes and indicate total number of pages:)

TERMS AND CONDITIONS

1. The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."

2. You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise expressly provided in any provision of the Lease Agreement. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**

3. Additional Provisions (if any) are: _____

_____

_____
Initials

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THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	**Accepted by: RICOH USA, INC.**
By: X_____ Authorized Signer Signature	By: _____ Authorized Signer Signature
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____

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Certificate Of Completion

DocuSign

Envelope Id: CCE2BCE29C6F46E096FE01780A4B6330
Subject: Ricoh Docs for NEWBURGH, CITY OF to Review & Sign (Quote 34926735)
Source Envelope:
Document Pages: 9
Certificate Pages: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 0
Initials: 0

Status: Sent

Envelope Originator:
Ricoh DocuSign
PO Box 6117
Macon, GA 31208
RicohDocuSign@Ricoh-usa.com
IP Address: 52.2.226.144

Record Tracking

Status: Original
10/30/2024 5:57:18 AM

Holder: Ricoh DocuSign
RicohDocuSign@Ricoh-usa.com

Location: DocuSign

Signer Events	Signature	Timestamp
Camile Mohammed CMohammed@cityofnewburgh-ny.go Security Level: Email, Account Authentication (None)		Sent: 10/30/2024 5:57:20 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Hons Brian W Brian.Hons@ricoh-usa.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/30/2024 5:57:20 AM Viewed: 10/30/2024 5:58:46 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/30/2024 5:57:20 AM

Payment Events	Status	Timestamps

RICOH

EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

Customer Name:	City of Newburgh				
Contact Name:	Camille Mohammed			Phone:	(845) 569-7326
Address:	493 LITTLE BRITAIN RD				
State:	NY	City	Newburgh	Zip Code	12550

Make	Model	Serial Number	Machine Status
RICOH	IM C4500	3129RA00765/ 14272848	Lease

This Authorization applies to the equipment identified above and to the following Removal/Buy Out Option

This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("Ricoh") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by Ricoh. By signing below, you confirm that, with respect to every removal request issued by Customer (1) Ricoh may rely on the request, (2) the request shall be governed by this Authorization, and (3) Ricoh may accept this Authorization by either its signature or by commencing performance (e.g. equipment removal, initiating Services, etc.). Each party agrees that electronic signatures of the parties on this Authorization will have the same force and effect as manual signature. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain, or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Authorization to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

X **Equipment Removal (Owned by Customer)**. In addition to the terms and conditions set forth above, the following terms and conditions shall apply for Customer-owned equipment removals: Customer confirms that (1) Customer has good, valid and marketable title to such equipment and has satisfied all payment and other obligations relating to such equipment which may be owing to any third party under applicable lease, financing, sale or other agreements, (2) Customer has obtained any and all necessary consents and approvals required to authorize Ricoh to remove such items of equipment and to take title thereto, and (3) by this Authorization, Customer hereby transfers good and valuable title and ownership to Ricoh to the equipment, free and clear of any and all liens and encumbrances of any nature whatsoever and Customer will cause to be done, executed and delivered all such further instruments of conveyance as may be reasonably requested for the vesting of good title in Ricoh.

Equipment Removal (Leased by Customer). In addition to the terms and conditions set forth above, the following terms and conditions shall apply for equipment removals of equipment leased by Customer: Except for the obligations of Ricoh to pick up and remove the identified equipment, Ricoh does not assume any obligation, payment or otherwise, under any lease agreement, which shall remain Customer's sole responsibility. Ricoh does not assume any obligation, payment or otherwise, under any lease agreement, which shall remain Customer's sole responsibility. As a material condition to the performance by Ricoh, Customer hereby releases Ricoh from, and shall indemnify, defend, and hold Ricoh harmless from and against, all claims, liabilities, costs, expenses and fees arising from or relating to any breach of Customer's representations or obligations in this Authorization or of any obligation owing by Customer under its lease agreement.

☐ **Buy Out Terms**. Upon execution and delivery by Customer of a sale, lease (and related delivery and acceptance certificate), service and/or other agreement ("Agreement") between Ricoh and/or other third party, Ricoh agrees to pay to

(A) ☐ the customer (and Customer hereby agrees to promptly pay such amount to the below named payee ("Payee"), or

(B) ☐ the Payee identified below, an amount ("Buy Out Amount") equal to $_____, to pay off an/or reduce Customer's obligations owing under that certain equipment lease agreement _____for third party lease company ("Third Party Lease") between Customer and Payee relating to the equipment identified in the Third Party Lease.

THIRD PARTY LEASE – COMPANY INFORMATION

Payee Name: Attention To:

Address:

City: State: Zip Code:

☐ W-9 included ☐ Third-Party Quote or Proof of Buy Out Included Mailing Method: (select one) ☐ Mail Check (regular) ☐ Overnight Check

The Buy Out Amount represents the total amount payable by Ricoh for such purpose. Ricoh shall have no obligation, and does not assume any obligation, under the Third-Party Lease. Customer acknowledges that Customer is solely responsible to make payments to the Payee under the Third-Party lease, to return the Equipment at the appropriate time to the appropriate location as determined by the Payee, and to fulfill any and all payment and other obligations under the Third Party Lease. Customer agrees to indemnify and hold Ricoh harmless from any losses, damages, claims, suits and actions (including reasonable attorneys' fees) arising from the breach by Customer of any of its obligations contained in this authorization and/or the Third-Party Lease.

CUSTOMER

Signature: _____

Name: _____

Title: _____

Date: _____

RICOH USA, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO.: _____ - 2024

OF

NOVEMBER 25, 2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH URGING ALL CITY OF NEWBURGH RESIDENTS AND WATER SUPPLY CUSTOMERS TO CONSERVE WATER DURING THE CURRENT DROUGHT WATCH ISSUED FOR THE NEW YORK CITY WATER SUPPLY SYSTEM

WHEREAS, in May 2016, the City of Newburgh switched its drinking source water from Washington Lake to Brown's Pond and then to the Catskill Aqueduct in response to implementation of increased regulatory standards for PFOS and PFOA contaminants; and

WHEREAS, on November 2, 2024, New York City issued a citywide drought watch due to the historic lack of precipitation urging the public to help conserve water wherever possible; and

WHEREAS, the City of Newburgh is committed to the sustainability of the New York City Water Supply System in order to maintain its alternate drinking water supply source during the current drought conditions; and

WHEREAS, to ensure that there continues to be a sufficient quantity of clean water for the needs of City residents, businesses and water supply customers during the current conditions, it is necessary for all City residents, businesses and water supply customers to take all necessary and appropriate steps to conserve water; and

WHEREAS, Article VI of Chapter 293 of the City Code of Ordinances provides for a number of water conservation measures that can be undertaken by City residents, businesses and water supply customers; and

WHEREAS, the City Council has determined that undertaking such water conservation measures are 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 urges all City of Newburgh residents, businesses and water supply customers take all necessary and appropriate water conservation measures to ensure the sustainability of the New York City Water Supply to provide a sufficient quantity of drinking water from the Catskill Aqueduct during the current drought watch conditions.

Morris, Jason

From: Richardson, Bill <BRichardson@dep.nyc.gov>
Sent: Monday, November 4, 2024 1:37 PM
To: Milgrim, John; Garigliano, Jennifer; Richter, Kaitlyn; Gotsch, Brent; Clarke, Judith; Doherty, Hannah; Cutignola, Steven; Shenouda, Mark
Subject: NYC Water System Drought Watch
Attachments: Water Conservation-13-Social media with no logo .png; Water Conservation-15-Social media no logo.png; Water Conservation-16-Social Media no logo .png; Water Conservation-14-Social Media no logo.png

Good Afternoon;

The New York City Water Supply System entered a drought watch condition over this past weekend with an announcement by NYC Mayor Eric Adams. The historically low rainfall received in the region over the past 2 months, above average temperatures and the Delaware Aqueduct Repair project were all contributing factors to the decision.

Under a drought watch DEP and other NYC agencies will be reviewing and updating water conservation and demand management plans. As a wholesale water customer from the NYC Water Supply System. DEP is asking our partner water systems and municipalities to take these steps:

1. Review water system usage and identify potential water efficiencies
2. Review and update your systems water conservation plan
3. Encourage customers to practice voluntary water conservation measures

A drought watch is the first of three levels of water conservation declarations by the city. As conditions continue to evolve, the city may declare a drought warning or, subsequently, a drought emergency, which involve escalating requirements to reduce water usage at agencies and on New Yorkers. Should the city declare a drought emergency, water conservation measures will be required by wholesale customers of the NYC Water System.

From more information on the declaration and water conservation measures please see the following links. Attached are water conservation graphics that systems may use for their websites or social media as desired.

Mayor Adams Issues Citywide Drought Watch, Orders City Agencies to Develop Water Conservation Plans, | City of New York

Water Saving Tips - DEP

WaterSense | US EPA

NYC declares a drought watch and asks residents to conserve water

If you have any questions please let me or John Milgrim, DEPs Director of Water Supply Outreach know

Regards,
Bill

Bill Richardson | Manager | NYC Environmental Protection
Bureau of Water Supply, Community Water
(O) 845-334-7102 | (C) 845-489-1215 | brichardson@dep.nyc.gov

RESOLUTION NO.: _____ - 2024

OF

NOVEMBER 25, 2024

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 313 FULLERTON AVENUE (SECTION 6, BLOCK 5, LOT 4) AT PRIVATE SALE TO MICHAEL F. POMARICO FOR THE AMOUNT OF $228,000.00

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 313 Fullerton Avenue, being more accurately described as Section 6, Block 5, Lot 4 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 purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser 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, February 28, 2025, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
313 Fullerton Avenue	6 – 5 – 4	Michael F. Pomarico	$228,000.00

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
313 Fullerton Avenue, City of Newburgh (SBL: 6-5-4)

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 2024, school taxes for the tax year **2024-2025**, and also subject to all school 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 2024, school taxes paid by the City for the tax year **2024-2025**, 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, 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 purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of such entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. 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.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that they shall <u>not</u> be entitled to special or consequential damages, attorneys fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. 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.
15. 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.**
16. 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.

17. 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.
18. 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.
19. 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 **$22,800.00** 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.
20. 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: _____

_____

Michael F. Pomarico

RESOLUTION NO.: _____ - 2024

OF

NOVEMBER 25, 2024

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SIXTH EXTENSION UNTIL DECEMBER 31, 2025 TO THE AGREEMENT OF LEASE WITH RIVERSIDE NEWBURGH REALTY, LLC FOR THE CONTINUED LEASE OF VACANT REAL PROPERTY KNOWN AS SECTION 31, BLOCK 5, LOTS 13.2 AND 14 FOR THE PURPOSE OF PROVIDING PARKING FOR THE NEWBURGH-BEACON FERRY COMMUTERS

WHEREAS, the City of Newburgh ("City") and Memorare Realty Holding Corp. ("Memorare") executed a Lease on July 30, 2004 for the lease and use of approximately 3.65 acres of vacant real property situated on the Hudson River known as Section 31, Block 5, Lots 13.2 and 14, for the purpose of providing parking for users of the Newburgh-Beacon Ferry and other parkers during non-commuting hours, with the City being reimbursed by New York State for the rental payments and improvements provided under such Lease; and

WHEREAS, by Resolution No. 142-2010 of June 14, 2010, the City Council authorized the City Manager to execute a First Amended Agreement of Lease with Memorare to accord with the amended reimbursement agreement with New York State that was effective April 21, 2010; and

WHEREAS, by Resolution No. 169-2014 of July 14, 2014, Resolution No. 308-2014 of December 15, 2014, Resolution No. 75-2015 of April 13, 2015 and Resolution No. 318-2015 of December 15, 2015, the City Council authorized extensions of the renewal term of the First Amended Lease through January 31, 2017; and

WHEREAS, the First Amended Lease was assigned to RBG of Newburgh, LLC ("RBG"), and by Resolution No. 10-2017 of January 10, 2017, the City Council authorized a New Agreement of Lease ("New Lease") with RBG for the period February 1, 2017 through December 31, 2018; and

WHEREAS, the New Lease was assigned to Riverside Newburgh Realty, LLC ("Riverside"), and by Resolution No. 372-2018 of December 10, 2018, the City council authorized an extension of the New Lease through June 30, 2019; and

WHEREAS, by Resolution No. 145-2019 of June 10, 2019, the City Council authorized a Second New Lease between the City and Riverside for the period July 1, 2019 through December 31, 2020; and

WHEREAS, by Resolution No. 307-2020 of December 14, 2020 and Resolution No. 117-2021 of May 10, 2021, the City Council authorized six (6) month extensions of the Second New Lease for the period January 1, 2021 through June 30, 2021 and July 1, 2021 through December 31, 2021, by Resolution No. 248-2021 of October 25, 2021, the City Council authorized a 1-year extension of the Second New Lease for the period January 1, 2022 through December 31, 2022, by Resolution No. 253-2022 of October 11, 2022, the City Council authorized a 1-year extension of the Second New Lease for the period January 1, 2023 through December 31, 2023, and by Resolution No. 211-2023 of October 10, 2023 the City Council authorized a 1-year extension of the Second New Lease for the period January 1, 2024 through December 31, 2024; and

WHEREAS, the City and Riverside agree that current conditions warrant further extension of the Second New Lease for a one year covering the period January 1, 2025 through December 31, 2025; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager on behalf of the City of Newburgh, be and he is hereby authorized to execute a Sixth Addendum to the Second New Agreement of Lease providing for a one (1) year extension for a term beginning on January 1, 2025 through December 31, 2025 with Riverside Newburgh Realty, LLC for the purpose of providing parking for users of the Newburgh-Beacon Ferry and uses associated therewith.

ADDENDUM TO AGREEMENT OF LEASE

THIS ADDENDUM TO AGREEMENT OF LEASE ("Addendum"), made as of this ___ day of _____, 202__, by and between Riverside Newburgh Realty, LLC., a New York limited liability corporation, having an address of P.O. Box 8, Newburgh, New York 12551, ("Riverside"), and the City of Newburgh, a New York municipal corporation with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550 ("City").

W I T N E S S E T H:

WHEREAS, Riverside and the City executed an Agreement of Lease dated June 21, 2019 for a term commencing on July 1, 2019 and terminating on December 31, 2020 (the "Lease Agreement"), covering certain vacant real property situated along the west bank of the Hudson River and comprised of portions of two contiguous parcels of land (commonly known, respectively, Tax Map Nos.: Section 31, Block 5, Lot 13.2 and; Section 31, Block 5, Lot 14) with an aggregate of approximately 3.65 acres, in the City of Newburgh, in the County of Orange and State of New York (the "Property"); and

WHEREAS, the Lease Agreement was to expire on December 31, 2020 and the parties agreed to extend the term of the Lease Agreement for the period January 1, 2021 through June 30, 2021 ("Addendum to Lease Agreement"); and

WHEREAS, the Addendum to Lease Agreement was set to expire on June 30, 2021 and the parties agreed to extend the term of the Lease Agreement for the period July 1, 2021 through December 31, 2021 ("Second Addendum to Lease Agreement"); and

WHEREAS, the Second Addendum to Lease Agreement was set to expire on December 31, 2021 and the parties agreed to extend the term of the Lease Agreement for the period January 1, 2022 through December 31, 2022 ("Third Addendum to Lease Agreement"); and

WHEREAS, the Third Addendum to Lease Agreement was set to expire on December 31, 2022 and the parties agreed to extend the term of the Lease Agreement for the period January 1, 2023 through December 31, 2023 ("Fourth Addendum to Lease Agreement"); and

WHEREAS, the Fourth Addendum to Lease Agreement was set to expire on December 31, 2023 and the parties agreed to extend the term of the Lease Agreement for the period January 1, 2024 through December 31, 2024 ("Fifth Addendum to Lease Agreement"); and

WHEREAS, the City desires to continue to lease from Riverside the Property for use in connection with parking to be used for ferry service between the Cities of Newburgh and Beacon and uses associated therewith (the "Project") and Riverside desires to lease to City the Property therefor and the parties agree that it is necessary to extend the term of the Lease Agreement for the period January 1, 2025 through December 31, 2025;

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

1. The term set forth in Paragraph 1.3 of the Lease Agreement, as amended by paragraph 1 of the Addendum to Lease Agreement, the Second Addendum to Lease Agreement, Third Addendum to Lease Agreement, Fourth Addendum to Lease Agreement, and Fifth Addendum to Lease Agreement shall be extended for an additional extension term commencing on January 1, 2025 and terminating on December 31, 2025 ("Sixth Extension Term").

2. The Renewal Options set forth in Paragraphs 5.1 and 5.2 of the Lease Agreement as amended by paragraph 2 of the Addendum to Lease Agreement, Second Addendum to Lease Agreement, Third Addendum to Lease Agreement, Fourth Addendum to Lease Agreement, and Fifth Addendum to Lease Agreement are amended as follows:
    a. No later than three (3) months prior to the expiration of the Sixth Extension Term, unless the Lease is sooner terminated, each party shall have the right to notify the other of its intention to terminate the Lease Agreement, or to seek a renewal thereof.
    b. Upon the mutual agreement of the parties, the Lease may be renewed for one (1) additional term January 1, 2026 and expiring on December 31, 2026.

3. For the Sixth Extension Term, rent shall be payable monthly in advance in equal monthly installments of Twenty-One Thousand Nine Hundred Sixteen ($21,916) Dollars, provided however that City shall have the right to terminate this lease if the City has not received reimbursement from state sources, including but not limited to the Metropolitan Transportation Authority, Metro-North Railroad and/or The New York State Department of Transportation, of the full amount of the rent under the Lease Agreement, and in no event shall City's obligation to pay rent to Riverside exceed City's reimbursement from other sources.

4. All other terms and conditions set forth in the Lease Agreement shall remain in full force and effect during the Sixth Extension Term and Renewal Term.

IN WITNESS WHEREOF, Riverside, as Landlord, and the City, as Tenant, have duly executed this Lease Addendum in duplicate as of the day and year first above written.

RIVERSIDE NEWBURGH REALTY, LLC Landlord

By: _____
William Kaplan, Manager

By: _____
Joseph A. Bonura, Sr., Manager

CITY OF NEWBURGH, Tenant

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

Remainder of this page intentionally left blank

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

On the ____ day of _____ in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM KAPLAN, 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.

_____

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

On the ____ day of _____ in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH A. BONURA, SR., 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.

_____

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

On the ____ day of _____ in the year 2024, 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 her capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

RESOLUTION NO.: _____ - 2024

OF

NOVEMBER 25, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN ELEVENTH MEMORANDUM OF UNDERSTANDING WITH METRO-NORTH COMMUTER RAILROAD COMPANY TO PROVIDE REIMBURSEMENT OF PARKING LOT LEASE PAYMENTS RELATED TO THE NEWBURGH-BEACON FERRY SERVICE

WHEREAS, the City of Newburgh and Metro-North Commuter Railroad ("MNR") entered into an Agreement, dated August 16, 2004 (the "Agreement"), concerning the mooring, docking and use of facilities in the City in connection with commuter ferry service to be operated by MNR or its contractor between the City of Beacon and the City of Newburgh; and

WHEREAS, in compliance with the terms of the Agreement, the City entered into a lease with the owner of certain premises to provide a docking facility and 250 space parking lot for the ferry service, beginning July 30, 2014, and superseded by a First Amended Lease, effective April 21, 2010 and extended through December 31, 2015, (the "Amended Lease"); and

WHEREAS, by Resolution No. 169 - 2014 of July 14, 2014, Resolution No. 308-2014 of December 15, 2014, Resolution No. 75 -2015 of April 13, 2015, and Resolution No. 318-2015 of December 15, 2015, the City Council authorized extensions of the renewal term of the First Amended Lease through January 31, 2017; and

WHEREAS, the First Amended Lease was assigned to new owner, RBG of Newburgh, LLC ("RBG"), and by Resolution No. 10-2017 of January 10, 2017, the City authorized a New Agreement of Lease with RBG for the period February 1, 2017 through December 31, 2018 (the "New Lease"); and

WHEREAS, the New Lease was assigned to Riverside Newburgh Realty, LLC ("Riverside"), and by Resolution No. 372-2018 of December 10, 2018, the City authorized an extension of the New Lease for the period January 1, 2019 through June 30, 2019; and

WHEREAS, by Resolution No. 145-2019 of June 10, 2019, the City Council authorized a Second New Lease between the City and Riverside for the period July 1, 2019 through December 31, 2020 (the "Second New Lease"); and

WHEREAS, by Resolution No. 111-2015 of May 11, 2015, Resolution No. 11-2017 of January 9, 2017, Resolution No. 373-2018 of December 10, 2018, and Resolution No. 146-2019 of June 10, 2019, the City Council authorized a Second, Third, Fourth, and Fifth Memorandum of Understanding with MNR to provide reimbursement to the City of Newburgh for payments

made under the First Amended Lease, New Lease, and Second New Lease for the purpose of providing parking for users of the Newburgh-Beacon Ferry; and

WHEREAS, by Resolution No. 308-2020 of December 14, 2020, Resolution No. 118-2021 of May 10, 2021, Resolution No. 249-2021 of October 25, 2021, Resolution No. 254-2022 of October 11, 2022, and Resolution No. 212-2023 of October 10, 2023, the City Council authorized a Sixth Memorandum of Understanding for the period January 1, 2021 through June 30, 2021, a Seventh Memorandum of Understanding for the period July 1, 2021 through December 31, 2021, an Eighth Memorandum of Understanding for the period January 1, 2022 through December 31, 2022, a Ninth Memorandum of Understanding for the period January 1, 2023 through December 31, 2023, and a Tenth Memorandum of Understanding for the period January 1, 2024 through December 31, 2024 to ensure continuation of ferry service between the Cities of Newburgh and Beacon by providing continued reimbursement to the City for payments under the Second New Lease Extension and Second New Lease Second, Third, Fourth and Fifth Extensions with Riverside consistent with their terms; and

WHEREAS, the City and MNR agree that current conditions warrant an Eleventh Memorandum of Understanding for the period January 1, 2025 through December 31, 2025 to be coterminous with the Second New Lease Sixth Extension with Riverside ensure continuation of ferry service between the Cities of Newburgh and Beacon by providing continued reimbursement to the City for payments under the Second New Lease Sixth Extension with Riverside consistent with its term; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager on behalf of the City of Newburgh, be and he is hereby authorized to execute an Eleventh Memorandum of Understanding coterminous with the period of the sixth extension of the Second New Agreement of Lease, with such other terms and conditions as may be recommended by the Corporation Counsel, for Metro-North Commuter Railroad to provide reimbursement to the City of Newburgh for payments made under the Second New Lease Sixth Extension with Riverside Newburgh Realty, LLC for the purpose of providing parking for users of the Newburgh-Beacon Ferry.

11/13/24

ELEVENTH MEMORANDUM OF UNDERSTANDING

ELEVENTH MEMORANDUM OF UNDERSTANDING ("Eleventh MOU") dated _____ __, 202___, by and between Metro-North Commuter Railroad Company ("Metro-North"), a public benefit corporation of the State of New York and a subsidiary of the Metropolitan Transportation Authority ("MTA"), with its principal offices at 420 Lexington Avenue, 11th floor, New York, New York 10170 and the City of Newburgh ("City"), a municipal corporation with its principal offices located at City Hall, 83 Broadway, Newburgh, New York 12550 (collectively, the "Parties").

WHEREAS, the Parties entered into an Agreement dated August 16, 2004 (the "Agreement"), concerning the mooring, docking and use of facilities in the City in connection with commuter ferry service to be operated by Metro-North or its contractor between the City of Beacon and the City of Newburgh ("Ferry Service"); and

WHEREAS, the Agreement states that the City will enter into a lease with the owner of certain premises ("Premises") to provide a docking facility and 250 space parking lot for the Ferry Service (the "Lease"), and the City did enter into such Lease, beginning July 30, 2004 and superseded by a First Amended Lease effective April 21, 2010 and extended through December 31, 2015 (the "Amended Lease"); and

WHEREAS, the City and the New York State Department of Transportation ("NYSDOT") had entered into a contract dated July 12, 2006, by which NYSDOT reimbursed the City for the rent payments under the Lease, but this contract expired; and

WHEREAS, the City had represented that it lacked funds to make the rent payments under the Amended Lease for the period from May 2015 through December 2015 ("May-December Period") and had requested that Metro-North reimburse the City for the rent payments under the Amended Lease for the May-December Period; and

WHEREAS, NYSDOT had indicated to the City that it will reimburse the City for the rent payments under the Amended Lease up to and including April 2015, and thereafter had committed to provide Congestion Mitigation and Air Quality ("CMAQ") funds to Metro-North, which could be used to reimburse Metro-North for assistance payments made to the City by Metro-North to fund the Amended Lease; and

WHEREAS, the City and Metro-North had entered into a Memorandum of Understanding dated May 26, 2015 ("MOU") whereby Metro-North had agreed to reimburse the City for the rent payments made by the City under the Amended Lease for the May-December Period at the rate of $21,278 per month; and

WHEREAS, the Amended Lease was further extended for the period January 1, 2016 through January 31, 2017 at the same rate of $21,278 per month ("January 1, 2016 – January 31, 2017 Period"); and

WHEREAS, the City had represented that it lacked the funds to make the rent payments under the Amended Lease for the January 1, 2016 – January 31, 2017 Period and had requested that Metro-North reimburse the City for the rent payments under the Amended Lease for the January 1, 2016 – January 31, 2017 Period; and

WHEREAS, the City and Metro-North entered into a Second Memorandum of Understanding dated January 26, 2016 ("Second MOU") whereby Metro-North had agreed to reimburse the City for the rent payments made by the City under the Amended Lease for the January 1, 2016 – January 31, 2017 Period at the rate of $21,278 per month; and

WHEREAS, the City entered into a new lease with the new owner of the Premises to provide a docking facility and 250 space parking lot for the Ferry Service (the "New Lease") for a term beginning February 1, 2017 and continuing until December 31, 2018 with rent payments of $21,278 per month ("February 1, 2017 – December 31, 2018 Period") and requested that Metro-North reimburse the City for the rent payments under the New Lease for the February 1, 2017 – December 31, 2018 Period; and

WHEREAS, the City and Metro-North entered into a Third Memorandum of Understanding dated January 31, 2017 ("Third MOU") whereby Metro-North agreed to reimburse the City for the rent payments made by the City under the New Lease for the February 1, 2017 – December 31, 2018 Period at the rate of $21,278 per month; and

WHEREAS, the New Lease was extended for the period January 1, 2019 through June 30, 2019 ("New Lease Extension") at the same rate of $21,278 per month ("January 1, 2019 – June 30, 2019 Period") and the City requested that Metro-North reimburse the City for the rent payments under the New Lease Extension for the January 1, 2019 – June 30, 2019 Period; and

WHEREAS, the City and Metro-North entered into a Fourth Memorandum of Understanding dated February 14, 2019 ("Fourth MOU") whereby Metro-North agreed to reimburse the City for the rent payments made by the City under the New Lease Extension for the January 1, 2019 – June 30, 2019 Period at the same rate of $21,278 per month; and

WHEREAS, the City entered into a second new lease with a second new owner of the Premises to provide a docking facility and 250 space parking lot for the Ferry Service ("Second New Lease") for a term beginning on July 1, 2019 and continuing until December 31, 2020 with rent payments of $21,916 per month ("July 1, 2019 – December 31, 2020 Period") and requested that Metro-North reimburse the City for the rent payments under the Second New Lease for the July 1, 2019 – December 31, 2020 Period; and

WHEREAS, the City and Metro-North entered into a Fifth Memorandum of Understanding dated July 30, 2019 ("Fifth MOU") whereby Metro-North agreed to reimburse the City for the rent payments made by the City under the Second New Lease for the July 1, 2019 – December 31, 2020 Period at the same rate of $21,916 per month; and

WHEREAS, the Second New Lease was extended for the period January 1, 2021 through June 30, 2021 ("Second New Lease Extension") at the same rate of $21,916 per month ("January 1, 2021 – June 30, 2021 Period"); and

WHEREAS, the City and Metro-North entered into a Sixth Memorandum of Understanding dated January 1, 2021 ("Sixth MOU") whereby Metro-North agreed to reimburse the City for the rent payments made by the City under the Second New Lease Extension for the January 1, 2021 – June 30, 2021 Period at the same rate of $21,916 per month; and

WHEREAS, the Second New Lease was extended for the period July 1, 2021 through December 31, 2021 ("Second New Lease Second Extension") at the same rate of $21,916 per month ("July 1, 2021 – December 31, 2021 Period"); and

WHEREAS, the City and Metro-North entered into a Seventh Memorandum of Understanding dated June 8, 2021 ("Seventh MOU") whereby Metro-North agreed to reimburse the City for the rent payments made by the City under the Second New Lease Second Extension for the July 1, 2021 – December 31, 2021 Period at the same rate of $21,916 per month; and

WHEREAS, the Second New Lease Second Extension was extended for the period January 1, 2022 through December 31, 2022 ("Second New Lease Third Extension") at the same rate of $21,916 per month ("January 1, 2022 – December 31, 2022 Period"); and

WHEREAS, the City and Metro-North entered into an Eighth Memorandum of Understanding dated December 14, 2021 ("Eighth MOU") whereby Metro-North agreed to reimburse the City for the rent payments made by the City under the Second New Lease Third Extension for the January 1, 2022 – December 31, 2022 Period at the same rate of $21,916 per month; and

WHEREAS, the Second New Lease Extension was extended for the period January 1, 2023 through December 31, 2023 ("Second New Lease Fourth Extension") at the same rate of $21,916 per month ("January 1, 2023 – December 31, 2023 Period"); and

WHEREAS, the City and Metro-North entered into a Ninth Memorandum of Understanding dated December 22, 2022 ("Ninth MOU") whereby Metro-North agreed to reimburse the City for the rent payments made by the City under the Second New Lease Fourth Extension for the January 1, 2023 – December 31, 2023 Period at the same rate of $21,916 per month; and

WHEREAS, the Second New Lease Fifth Extension was extended for the period January 1, 2024 through December 31, 2024 ("Second New Lease Fifth Extension") at the same rate of $21,916 per month ("January 1, 2024 – December 31, 2024 Period"); and

WHEREAS, the City and Metro-North entered into a Tenth Memorandum of Understanding dated January 4, 2024 ("Tenth MOU") whereby Metro-North agreed to reimburse the City for the rent payments made by the City under the Second New Lease Fifthe Extension for the January 1, 2024 – December 31, 2024 Period at the same rate of $21,916 per month; and

WHEREAS, the Second New Lease Sixth Extension was extended for the period January 1, 2025 through December 31, 2025 ("Second New Lease Sixth Extension") at the same rate of $21,916 per month ("January 1, 2025 – December 31, 2025 Period"); and

WHEREAS, the City continues to maintain that it lacks funds to make the rent payments under the Second New Lease Sixth Extension for the January 1, 2025 – December 31, 2025 Period; and

WHEREAS, unless the rent payments under the Second New Lease Sixth Extension are made to the landlord for the January 1, 2025 – December 31, 2025 Period, the Ferry Service is in danger of being discontinued; and

WHEREAS, the Ferry Service is important to the City as well as being an important part of Metro-North's provision of commuter service to its ridership, especially for commuters from Orange and Dutchess Counties; and

WHEREAS, the Parties desire to prevent the discontinuance of the Ferry Service.

NOW THEREFORE, in consideration of the benefits accruing to each of the Parties hereto, the Parties agree as follows:

1. Supplement. Unless otherwise stated herein, this Eleventh MOU supplements the terms set forth in the Agreement, the MOU, the Second MOU, the Third MOU, the Fourth MOU, the Fifth MOU, the Sixth MOU, the Seventh MOU, the Eighth MOU, the Ninth MOU, and the Tenth MOU.

2. Lease Rent Payments: Metro-North agrees to reimburse the City for the rent payments made by the City under the Second New Lease Sixth Extension for the January 1, 2025 – December 31, 2025 Period only, at the rate of $21,916 per month. For the January 1, 2025 – December 31, 2025 Period, the City will make timely monthly rent payments to the lessor under the Second New Lease Sixth Extension. The City will submit proof of each timely monthly rent payment along with an invoice for that monthly rent payment to Metro-North within ten (10) days of making the rent payment. Metro-North agrees to pay the City within thirty (30) days of receipt of the City's invoice for the monthly rent payment and proof of timely payment of the monthly rent payment under the Second New Lease Sixth Extension.

3. During the January 1, 2025 – December 31, 2025 Period, the City agrees to comply with all terms under the Second New Lease Sixth Extension, not to terminate the Second New Lease Sixth Extension and not cause the landlord to terminate the Second New Lease Sixth Extension. If the City or the landlord terminates or cancels the Second New Lease Sixth Extension, then this Eleventh MOU shall automatically terminate at the same time as the termination or cancellation of the Second New Lease Sixth Extension. Upon termination or cancellation of the Second New Lease Sixth Extension, Metro-North shall have no further obligations under this Eleventh MOU and Metro-North shall have the right to discontinue the Ferry Service.

4. Metro-North is not required to reimburse the City for any late fees, interest or other charges under the Second New Lease Sixth Extension.

5. This Eleventh MOU does not create any obligations for Metro-North in connection with the Second New Lease Sixth Extension, or create any landlord-tenant relationship between the Parties.

6. The Parties agree to diligently work together in a cooperative and time sensitive manner to identify and make available alternative locations for the Ferry Service, docking facility and parking facility suitable to the needs of each party, and to cooperatively work together to identify other sources of funding for the Ferry Service, docking facility and parking facility.

7. Assignment: Neither party shall assign, transfer or delegate any of its rights or obligations under this Eleventh MOU without the written consent of the other party, provided that Metro-North may so assign, transfer or delegate to the MTA any such right or obligation upon written notice to the City.

8. Personal Liability: No officer, director, member or employee of either of the parties hereto shall be liable personally or be sued individually for damages under or by reason of this Eleventh MOU.

9. Notices: (a) Any notice, request, approval, demand or other communication under this Eleventh MOU shall be in writing and given by (i) hand delivery, (ii) mailing the same by registered or certified mail, return receipt requested, (iii) reputable overnight courier service, or (iv) email transmission with an original sent by any manner above described, addressed in each case as follows:

If to Metro-North:

Metro-North Commuter Railroad Company
420 Lexington Avenue, 11th floor
New York, New York 10170
Attention: General Counsel
Email: sarch@mnr.org

If to the City:

City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550
Attn: City Manager
Email: tvenning@cityofnewburgh-ny.gov

With a copy to:

City of Newburgh
City Hall

83 Broadway
Newburgh, New York 12550
Attn: Corporation Counsel
Email: mkelson@cityofnewburgh-ny.gov

(b) Any party may by notice to the other change the addresses to which notice to such party or copies of such notices shall thereafter be sent. Notices shall be deemed to have been given (i) immediately upon acknowledgement of receipt when delivered by personal service on the person(s) designated to receive notice, (ii) on the fourth (4^{th}) business day after the same shall have been deposited in the United States mails as aforesaid, (iii) on the next business day after the same shall have been sent by overnight courier service and (iv) upon receipt of the email; provided that no notice shall be deemed to have been given until a copy thereof has been given to each person entitled thereto as set forth above.

10. No Third-Party Rights. No provision of this Eleventh MOU shall create or give to third-parties any claim or right of action against the Parties hereto.

11. Miscellaneous:

a) This Eleventh MOU contains the entire agreement of the Parties respecting the subject matter hereof.

b) This Eleventh MOU may be amended, modified or supplemented only by an instrument in writing signed by the Parties hereto.

c) The headings of the various paragraphs, exhibits and attachments of this Eleventh MOU are for the convenience of reference only and do not in any way define or limit the scope of intent of any provision hereof.

d) If any provision of this Eleventh MOU is to any extent invalid or unenforceable, the remainder of this Eleventh MOU, and the application of such provision to matters as to which it is not invalid or unenforceable, shall not be affected thereby.

e) This Eleventh MOU shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

f) This Eleventh MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

g) This Eleventh MOU shall be governed by and construed in accordance with the laws of the State of New York.

h) Either party may terminate this Eleventh MOU upon sixty (60) days written notice, provided that any obligations incurred by either party prior to the termination date, shall survive such termination.

IN WITNESS WHEREOF, Metro-North and the City have caused this Eleventh Memorandum of Understanding to be duly executed as of the date first above written.

METRO-NORTH COMMUTER RAILROAD COMPANY

_____

BY:

CITY OF NEWBURGH

_____

BY: Todd Venning, City Manager
Per Resolution No.

RESOLUTION NO.: _____ - 2024

OF

NOVEMBER 25, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ORANGE-ULSTER BOCES FOR THE STORAGE OF ARCHIVED MUNICIPAL RECORDS AND MUNICIPAL RECORDS ON MICROFILM

WHEREAS, by Resolution No. 271-2017 of September 25, 2017, the City Council of the City of Newburgh authorized an agreement with Orange-Ulster BOCES for pick-up, delivery, retrieval and storage of the City's archived municipal records; and

WHEREAS, by Resolution No. 45-2019 of February 25, 2019, Resolution No. 170-2019 of July 8, 2019, Resolution No. 208-2020 of September 14, 2020, and Resolution No. 172-2021 of July 12, 2021, the City Council authorized one-year renewal agreements for the periods June 2018 to June 2019, June 2019 to June 2020, June 2020 to June 2021, and July 2021 to June 2022 respectively, with Orange-Ulster BOCES for pick-up, delivery, retrieval and storage of the City's archived municipal records; and

WHEREAS, by Resolution No. 196-2021 of August 9, 2021, the City Council of the City of Newburgh authorized an agreement with Orange-Ulster BOCES for microfilm storage of certain municipal records of the City of Newburgh; and

WHEREAS, by Resolution No. 221-2022 of September 12, 2022, the City Council approved an agreement with the Orange-Ulster BOCES for both archived municipal records and microfilmed records storage; and

WHEREAS, Orange-Ulster BOCES has submitted a renewal agreement for pick-up, delivery, retrieval and storage of the City's archived municipal records and storage of the City's microfilm records at an approximate annual cost of $3,672.00 for the archival records and $768.00 for the microfilm storage for an approximate total annual cost of $4,440.00 with funding derived from A.1460.0448 Records Management—Other Services; and

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

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into a renewal agreement with Orange-Ulster BOCES at a cost of $4,440.00 for pick-up, delivery, retrieval and storage of the City's archived municipal records and storage of the City's microfilm records.

ADMINISTRATION

Deborah McBride Heppes
Chief Operating Officer

Kerri B. Stroka
Deputy Superintendent

Mark P. Coleman
Assistant Superintendent
Finance and Management Services

Thomas M. Bongiovi
District Superintendent

ORANGE-ULSTER BOCES
Learning for Life

BOARD MEMBERS
Eugenia S. Pavek, President
William M. Boss, Vice-President
Michael Bello
Lawrence E. Berger
Martha Bogart
David Eaton
Edwin A. Estrada

Sharleen Depew
Clerk of the Board

Orange-Ulster BOCES Letter of Agreement
2024-2025

Description of Service: Archival/Inactive Storage
Co-Ser: 643-7012-643.220
Description of Service: Microfilm Storage
Co-Ser: 643-7012-643.230

Client: City of Newburgh	**Orange-Ulster BOCES** (OUB)
Contact/Title: Steven Plummer Records Management Officer	**Contact/Title:** Catherine Sherlock Information Processing Manager
Address/Telephone/E-mail: City of Newburgh 123 Grand Street Newburgh, NY 12550 splummer@cityofnewburgh-ny.gov	**Address/Telephone/E-mail:** 4 Harriman Drive Goshen, NY 10924 845-781-4363 x 10746 Catherine.sherlock@ouboces.org

Orange-Ulster BOCES (OUB) will perform the services described on schedules annexed to this Agreement, either physically or by reference (each a "Schedule"), and Client will pay OUB for such services according to the rates and provisions in the Schedules. All services will be provided subject to this Agreement, which consists of this page, the Basic Terms and Conditions and Schedules.

Client:	**OUB:**
Print Name:	**Print Name:** Mark P. Coleman
Signature:	**Signature:**
Title:	**Title:** Assistant Superintendent for Finance and Management Services
Signing Date:	**Signing Date:** 10/16/24

4 Harriman Drive • Goshen, NY 10924 • (845) 291-0100 • Fax: (845) 291-0129 • www.ouboces.org

BASIC TERMS AND CONDITIONS

(Based on terms and conditions promulgated by Professional Records & Information Services Management)

The following terms and conditions shall apply to this Agreement:

1. **Term**. The term of this Agreement shall commence on the date of Client's signature or, if later, the Effective Date set forth on the first page of this Agreement. The initial term of this Agreement shall continue for one (1) year after commencement. Upon expiration of the initial term, the term will continue with automatic renewals for additional one (1) year terms, unless written notice of non-renewal is delivered by either party to the other not less than thirty (30) days prior to the expiration date. In the event that OUB continues to hold Deposits (which are defined as inactive paper records in labeled cubic foot boxes or transfiles) after the expiration or termination of this Agreement, the terms of this Agreement shall continue to apply until all Deposits have been removed from OUB facility, except that OUB may adjust rates upon thirty (30) days' written notice.

2. **Charges**. Rates and charges shall be as specified in the Pricing Schedule (Schedule A) and/or other Schedules. Rates and charges for storage and services shall remain fixed for the first year of this Agreement, and may thereafter be changed at any time by OUB upon thirty (30) days' written notice.

3. **Storage Volume**. Client acknowledges that the rates and charges on Schedule A have been offered by OUB on the basis of Client's agreement to maintain its storage levels with OUB at no less than eighty percent (80%) of the storage levels maintained by Client during the immediately preceding three (3) month period, excluding any Deposits destroyed by OUB at Client's request.

4. **Client Instructions**. Client warrants that it is the owner or legal custodian of the Deposits and has full authority to store the Deposits and direct their disposition in accordance with their Agreement. OUB will perform services pursuant to the reasonable direction of Client's agent(s) identified pursuant to OUB standards. Authority granted to any persons on standard authorization forms shall constitute Client's representation that the identified persons have full authority to order any service, including disposal or removal of Deposits. Such orders may be given in person, by telephone, or in writing (fax, email, or hard-copy). Client releases OUB from all losses, damages and liability by reason of the destruction of materials pursuant to Client's authorization.

5. **Operational Procedures**. Client shall comply with OUB reasonable operational requirements, as modified from time to time, regarding cartons, carton integrity, delivery/pickup/account closing volumes, preparation for pickup, security, secure shredding protocols, access and similar matters. Extraordinary volume requests (defined as 125% of the average volume over the immediately preceding three month period) may involve additional costs, such as overtime, which Client will pay at OUB overtime rates, provided Client consents to such costs in advance.

6. **Force Majeure**. Neither party shall be liable for delay or inability to perform caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, unusual traffic delays, or other causes beyond its reasonable control.

7. **Governmental Orders**. OUB is authorized to comply with any subpoena or similar order related to the Deposits, at Client's expense, provided that OUB notifies Client promptly upon receipt thereof, unless such notice is prohibited by law. OUB will cooperate with Client's efforts to quash or limit any subpoena, at Client's expense.

8. **Confidentiality**. "Confidential Information" means any information (i) contained in the Deposits, (ii) concerning or relating to the property, business and affairs of the party disclosing such information that is furnished to the receiving party, and (iii) regarding this Agreement, its Schedules, and OUB processes and procedures; except for information that was previously known to the receiving party free of any obligation to keep it confidential, is subsequently made public by the disclosing party or is disclosed by a third party having a legal right to make such disclosure. Confidential Information shall be used only in the manner contemplated by this Agreement and shall not be intentionally disclosed to third parties without the disclosing party's written consent. OUB shall not implement and maintain reasonable safeguards designed to protect Client's Confidential Information.

9. **Limitation of Liability**.
    a. Liability for Loss or Damage to Deposits. OUB shall not be liable for any loss or destruction of, or damage to, Deposits, including costs resulting from a loss of a Deposit constituting a breach of data security or confidentiality, unless such loss or damage resulted from OUB negligence. If liable, the amount of OUB liability is limited as provided on the first page hereof. Deposits are not insured by OUB against loss or damage, however caused. Client may insure Deposits through third-party insurers for any amount. Client shall cause its insurers of Deposits to waive any right of subrogation against OUB. If Deposits are placed in the custody of a third-party carrier for transportation, the carrier shall be solely responsible for any loss or destruction of, or damage to, such Deposits while in the custody of the carrier.
    b. Liability for Non-Storage Services. With respect to services not related to the storage of Deposits, OUB shall not be liable for any loss or default unless such loss or default is due to the negligence of OUB. If liable, the amount of OUB liability is limited as provided on the first page hereof. OUB shall not be liable for the loss of contents of shredding bins unless and until the contents are in the custody and control of OUB.
    c. No Consequential Damages. In no event shall either party be liable for any consequential, incidental, special or punitive damages, or for the loss of profits or loss of data, regardless of whether an action is brought in tort, contract or under any other theory.

10. **ITAR/EAR Compliance**. Client represents that none of the Deposits stored by OUB pursuant to this Agreement require protection from access by foreign persons because they contain technical information regarding defense articles or defense services within the meaning of the International Traffic in Arms Regulations (22 CFR 120) or technical data within the meaning of the Export Administration Regulations (15 CFR 730-774). If any of Client's Deposits do contain such information, Client shall notify OUB of the specific Deposits that contain such information and acknowledges that special storage and service rates shall apply thereto.

11. **Non-Custodial Status**. Unless OUB shall have explicitly agreed in writing, OUB performance of services shall not cause OUB to be deemed a "custodian" of the records or "designee" of Client under state or federal law with respect to such records.

12. **Notice of Loss**. When Deposits have been lost, damaged, or destroyed, OUB shall, upon confirmation of the event, report the matter in writing to the Client.

13. **Client Default**. If Client fails to pay OUB charges (other than disputed charges) within sixty (60) days after the date of an invoice, OUB may suspend service. If Client fails to pay OUB charges (other than disputed charges) for six (6) months or longer, OUB may securely destroy Deposits, provided OUB shall have provided ninety (90) days' written notice to Client, Client shall pay OUB standard price for such secure destruction. A final notice will be sent to Client ten (10) days prior to secure destruction of the Deposits. OUB shall have other rights and remedies as may be provided by law. In the event OUB takes any actions pursuant to this Section, it shall have no liability to Client or anyone claiming by or through Client.

14. **Termination**. Either party may terminate this Agreement upon written notice to the other party in the event that the other party shall have breached any of its material obligations hereunder and shall not have cured such default within thirty (30) days after written notice of such default, subject to the fees set forth in the applicable Schedule(s).

15. **Safe materials and Premises**. Client shall not store with OUB or place in shredding bins any material that is highly flammable, may attract vermin or insects, or is otherwise dangerous or unsafe to store or handle, or any material that is regulated by federal or state law or regulation relating to the environment or hazardous materials. Client shall not store negotiable instruments, jewelry, check stock or other items that have intrinsic value. Client warrants that it shall only place paper-based materials in the shredding bins. Client shall reimburse OUB for damage to equipment or injury to personnel resulting from Client's breach of this warranty.

16. **Purchase Orders**. OUB will accept the P.O. in advance for yearly service.

17. **Miscellaneous**. Client will box documents in cubic foot cartons and label appropriately prior to being picked up by the OUB Records Management Specialists. The content index will be included with the prepared boxes for transportation. The Client will provide the labor for loading the documents into the transport vehicle.

Schedule A

Orange Ulster BOCES Cost for Standard Services
Cubic Foot Box Storage

DESCRIPTION	COST
Climate Controlled Storage	$ 3.00 per cubic foot carton per month
Verify Client Created Content List	$ 0.00 (included in cubic foot storage cost)
OUB Records Management Specialist time for retrieval, refile, emailed documents per request	$46.50 per hour (one hour minimum)
Client Approved Document Destruction (Shredding) with certificate provided to client	$65.00 per bin (8 cubic feet per bin)

Orange-Ulster BOCES Cost for Premium Services

DESCRIPTION	COST
OUB Transit Time for pickup & delivery (from OUB and back to OUB)	$46.50 per hour (one hour minimum)
Mileage - pickup and delivery from OUB back to OUB (Rate is IRS 2015 Standard Mileage Rate for Business)	$ .655 per mile (rate 2023)
Tolls if applicable	(current NY State Toll fee)
OUB Verification of Contents against Client Content List upon arrival at OUB and report back to client	$46.50 per hour each OUB Records Management Specialist
OUB Packing and Indexing Contents	$46.50 per hour each OUB Records Management Specialist

School District/Public Agency:

SERIES	DESCRIPTION	# OF CUBIC FEET @ $3.00 per CF	RETENTION
Various City Records	Historical	102	Permanent
Total @ $3.00 per month		102 = $306.00 Per month	

Schedule A

Orange Ulster BOCES Cost for Standard Services
Microfilm Storage

DESCRIPTION	COST
Climate Controlled Storage	$ 1.00 per roll of film per month
Verify Client Created Content List	$ 0.00 (included in roll of film cost)
OUB Records Management Specialist time for retrieval and emailed documents per request	$46.50 per hour (one hour minimum)

Orange-Ulster BOCES Cost for Premium Services

DESCRIPTION	COST
OUB Transit Time for pickup & delivery (from OUB and back to OUB)	$46.50 per hour (one hour minimum)
Mileage - pickup and delivery from OUB back to OUB (Rate is IRS 2015 Standard Mileage Rate for Business)	$ .655 per mile (rate 2023)
Tolls if applicable	(current NY State Toll fee)
OUB Verification of Contents against Client Content List upon arrival at OUB and report back to client	$46.50 per hour each OUB Records Management Specialist
OUB Packing and Indexing Contents	$46.50 per hour each OUB Records Management Specialist

Newburgh City of	# OF ROLLS	2024-2025
Various City Records	64 rolls x $1.00 = $64.00 per month	$768.00 per year

RESOLUTION NO.: _____ - 2024

OF

NOVEMBER 25, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH LEADSONLINE, LLC FOR INVESTIGATION SOFTWARE AND SYSTEMS SERVICES FOR THE CITY OF NEWBURGH POLICE DEPARTMENT

WHEREAS, LeadsOnline, LLC offers subscription-based software services to assist law enforcement agencies with criminal investigations more efficiently and effectively; and

WHEREAS, the cost for the software, services, equipment and training in the initial year is $6,702.00 and such funding shall be derived from CG.3120.0200.3350.2025; and

WHEREAS, the City Council finds that entering into such a contract with LeadsOnline, LLC for the subscription-based criminal investigations services 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 of the City of Newburgh be and he is hereby authorized to enter into an agreement with LeadsOnline, LLC, as annexed hereto with such other terms and conditions as may be required by Corporation Counsel, to provide subscription-based criminal investigations and related services to the City of Newburgh Police Department.

LEADSONLINE

6900 Dallas Pkwy Ste 825
Plano, TX 75024-4200
United States
Tel. +1.972.361.0900
Toll Free +1.800.311.2656
leadsonline.com

November 5, 2024

SUBJECT ▶ SOLE SOURCE DOCUMENTATION FOR LEADSONLINE SERVICES

To Whom It May Concern:

Thank you for your interest in LeadsOnline. We applaud and support your efforts to provide your community an efficient and secure method of collecting and analyzing pawn, secondhand, scrap metal recycler, OfferUp and eBay transaction data for use in criminal investigations.

This letter serves as a sole source document for services provided by LeadsOnline, including the Real Time Crime Investigations System.

The LeadsOnline system functionality designed specifically for criminal investigations using transaction data from pawnshops, scrap yards, eBay, OfferUp, gold buyers and other secondhand stores is the exclusive proprietary property of LeadsOnline and is protected under the United States Copyright Act (17 U.S.C.), as well as by all applicable state and international copyright laws, and by the Lanham Act (15 U.S.C. §§1051-1141n). No other supplier has access to this technology which has been developed over 24 years.

LeadsOnline is also the sole source for over 1.7 BILLION transaction records from more than 21,000 businesses in all 50 states. We provide law enforcement with investigative access across jurisdictional boundaries – borders previously used to the advantage of criminals to escape detection by local authorities.

LeadsOnline connects your agency to a network of over 6,000 law enforcement agencies throughout the United States. There is no similar service operating in your jurisdiction or in the surrounding area, and LeadsOnline is the sole source for information of this kind for investigations.

We look forward to serving your community and are available to answer any additional questions you may have.

Sincerely,

Shawna Evans

Shawna Evans
Accounts Receivable

LEADSONLINE

E accounting@leadsonline.com
T +1.800.311.2656
leadsonline.com

SUBSCRIPTION SERVICES AGREEMENT

This Subscription Services Agreement (**Agreement**) is between LeadsOnline LLC, a Delaware limited liability company (**LeadsOnline**), City of Newburgh, NY (**Customer**), and is effective as of the date of the last signature below. This Agreement contemplates one or more Order Forms for Services, which are governed by the terms of this Agreement.

1. SOFTWARE SERVICE

This Agreement and the applicable Order Form provide Customer access to and usage of an Internet-based software service, including, without limitation, its features, functions, and user interface, and underlying software, as specified on an Order Form and limited to the number of Eligible Users defined and listed on the Order Form (**Service**).

2. USE OF SERVICE

a. **Customer Owned Data.** All data, information, images, and files uploaded or otherwise entered by Customer into the Service remains the property of Customer, as between LeadsOnline and Customer (**Customer Property**).

b. **Responsibilities for Customer Property.** Customer represents and warrants to LeadsOnline that Customer has provided all required notices and has obtained all required licenses, permissions, and consents regarding Customer Property for use within the Service under this Agreement. Customer grants LeadsOnline the right to use the Customer Property solely for Purposes of performing under this Agreement (which includes, without limitation, the right for LeadsOnline to enhance its technology and offerings). LeadsOnline will purge any or all Customer Property upon Customer's written request. Customer may export its Customer Property as allowed by functionality within the Service.

c. **General Responsibilities.** Customer must (i) ensure that access to Service and information produced by or derived from it is limited to the Purpose defined in the Order Form, (ii) maintain any data accessed, received or otherwise derived from Service according to all applicable statutes, laws and regulations for use and disclosure of non-public personal information, (iii) connect to Service only using devices and browsers with proper encryption, (iv) promptly notify LeadsOnline (within the Service or by email to support@leadsonline.com) when an Eligible User is no longer employed by Customer or is no longer authorized to access Service, (v) ensure that each Eligible User is acting within the bounds of their authority from Customer and within their legal rights to search, possess, enter, analyze and use, all information and data submitted to and received from the Service, (vi) refrain from any use, misuse or actions related to Service or Data that infringe, misappropriate, or otherwise violate any right of anyone, or that violate any applicable law, and ensure that any instructions or directives Customer gives to or regarding anyone do not conflict with applicable laws, and (vii) verify the accuracy, timeliness, context and relevance of information or communication from Service or personnel prior to taking action. Customer acknowledges that LeadsOnline does not enforce laws, does not provide legal advice, and does not claim to have authority or expertise in legal or law enforcement matters.

d. **Governmental Agency Public Records Clause**. If Customer is a government agency and is required by law to permit the inspection and copying of public records, Customer acknowledges the Service contains information protected by exemptions to public disclosure laws in many states, and if Customer searches the Service in response to a request for Public Records, Customer is acting on its own accord. LeadsOnline does not grant Customer access to the Service for the Purpose of searching for or creating records to respond to a public records request when Customer did not have the record in its possession at the time of the request.

e. **Customer Responsibilities.** Customer: (i) must keep its passwords secure and confidential and use industry-standard password management practices; (ii) is responsible for its access control policies and administration of access rights to its account within the Service, the acts and omissions of its users, and the legality and accuracy of any data submitted to the Service, may not share any access credentials; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify LeadsOnline promptly of any such unauthorized access; and (iv) may use the Service only in accordance with the Service's technical documentation (including without limitation, video tutorials) and applicable law.

f. **LeadsOnline Support.** LeadsOnline must provide Customer support for the Service under the terms of LeadsOnline's Customer Support Policy (**Support**), which is located at leadsonline.com/support.

3. WARRANTY DISCLAIMER

a. **THE SERVICE IS PROVIDED 'AS IS' WITHOUT WARRANTY. LEADSONLINE DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR**

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PURPOSE. WHILE LEADSONLINE TAKES REASONABLE PHYSICAL, TECHNICAL, AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, CUSTOMER UNDERSTANDS THAT THE SERVICE MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.

b. While Customer acknowledges that the Service may not be error-free and may not fully meet Customer's expectations, LeadsOnline does warrant that the Service is free from defects that will substantially affect performance, and that it has used commercially available tools designed to discern that no viruses or other security defects are present. LeadsOnline further warrants that the Service will function substantially in accordance with the Order Form. LeadsOnline will not intentionally cause or introduce any defect, virus, Trojan horse, spyware, malware, or other program code designed to erase, disable, or otherwise harm or interfere with Customer's equipment, data, or other programs.

c. LeadsOnline cannot control the decisions and actions of Customer. LeadsOnline expressly disclaims and does not undertake or assume any duty, obligation or responsibility for any decisions, actions, reactions, responses, inaction by Customer or any other party as a result of or reliance on, in whole or in part, any use of the Service or information derived from it, or for any consequences or outcomes including death, injury, loss or damage to any property arising from or caused by any such actions decisions, reactions, responses, or inaction.

4. Payment

a. **Fees and Payment.** Customer must pay all fees as specified on the Order Form, but if not specified, then within 30 days of receipt of an invoice. The fees are exclusive of sales, use, withholding, VAT, and other similar taxes, and if required by law Customer is responsible for payment of such taxes.

b. **Nonpayment.** LeadsOnline will provide electronic notice (within the Service) and notice to the email registered with LeadsOnline (Customer is responsible for maintaining an updated email address with LeadsOnline) of the non-payment of an open invoice. If the payment is not made within 7 days of the first notice, then LeadsOnline may suspend Service and Support until the amount is paid in full or terminate the Service upon 30 days' notice under Section 9(c).

5. Mutual Confidentiality

a. **Definition of Confidential Information.** Confidential Information means all non-public information disclosed by a party (**Discloser**) to the other party (**Recipient**), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (**Confidential Information**). LeadsOnline's Confidential Information includes, without limitation, the Service. Customer's Confidential Information includes, without limitation, the Customer Property.

b. **Protection of Confidential Information.** Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to: (i) not use any Confidential Information of Discloser for any Purpose outside the scope of this Agreement; and (ii) limit access to Confidential Information of Discloser to those of its and its Affiliates' employees and contractors who need that access for Purposes consistent with this Agreement, and who have a legal obligation under law or policy regarding confidentiality or have signed confidentiality Agreements with Recipient containing protections not materially less protective of the Confidential Information than those in this Agreement.

c. **Exclusions.** Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient before its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is received from a third party without breach of any obligation owed to Discloser; or (iv) is independently developed by the Recipient without use of or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order but will provide Discloser with advance notice to seek a protective order unless otherwise directed by the court.

6. Information Security

a. **Data Security Measures.** To protect Customer Property from unauthorized disclosure, alteration, or misuse, LeadsOnline shall:

i. Agree to the terms of the Federal Bureau of Investigation Criminal Justice Information Services (FBI CJIS) Security Addendum.

ii. Ensure that LeadsOnline personnel with unescorted access to unencrypted Customer Property and/or physically secure locations have a) completed CJIS Security Awareness Training and have passed the Level Four CJIS Security Test designed

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for Information technology personnel (system administrators, security administrators, network administrator and b) submitted to and successfully passed state of residency and national fingerprint-based record checks.

iii. Apply appropriate controls according to the AICPA Trust Services Criteria for Security so as to maintain a secure environment for all Customer Property.

iv. Maintain proper encryption of data in transit using 256-Bit Transport Layer Security (TLS) and at rest using FIPS 140-2 standards.

v. Maintain advanced firewall and intrusion protection, database partitioning, patch management, account management, identification and authentication, configuration management and third-party application and network penetration tests.

vi. Log events relative to access and use of the Services; maintain and protect logs from disclosure, alteration, or misuse.

vii. Respond to security incidents; In the event of a data breach (as defined by applicable law), of Customer Property, LeadsOnline will act to eliminate the breach, preserve forensic evidence, and notify Customer without undue delay. LeadsOnline shall have no obligation to notify consumers or regulatory authorities of a breach of Customer data that was not the result of a data security incident experienced by LeadsOnline.

viii. Purge any Customer Property upon Customer's written request.

7. INSURANCE

a. LeadsOnline shall maintain insurance policies for property, general liability, auto, workers compensation, errors and omissions/cyber liability insurance.

8. PROPERTY

a. **Reservation of Rights.** LeadsOnline and its licensors are the sole owners of the Service, including all associated intellectual property rights, and they remain only with LeadsOnline. Customer may not remove or modify any proprietary marking or restrictive legends in the Service. LeadsOnline reserves all rights that are not expressly granted in this Agreement.

b. **Restrictions.** Customer *may not*: (i) share, provide, sell, resell, rent, or lease the Service or use it in a service-provider capacity or allow access to the Service or its output by a third party,; (ii) use the Service to store or transmit unsolicited marketing emails, libelous, or otherwise objectionable, unlawful, or tortious material, or to store or transmit infringing material in violation of third party rights; (iii) interfere with or disrupt the integrity or performance of the Service; (iv) attempt to gain unauthorized access to the Service or its related systems or networks or use any automated means to monitor, access or copy any data from the Service; (v) reverse engineer the Service; or (vi) access the Service to build a competitive service or product, or copy any feature, function, or graphic. LeadsOnline may suspend Service to Customer if LeadsOnline believes in good faith that Customer's use of the Service poses threat to the security, availability, or legality of the Service; in such event, LeadsOnline will work with Customer to address the issue and restore Service as quickly as possible.

c. **Audit Information.** LeadsOnline logs events related to user registration, contacts, access, and use of the Services for legal, audit, security, and support Purposes (**Audit Information**). Audit Information is not Customer Property.

9. TERM & TERMINATION

a. **Term.** This Agreement continues until the 30th day after all Order Forms have expired or earlier terminated as provided below.

b. **Term of Order Forms.** The term of each Order Form is specified in the Order Form.

c. **Mutual Termination for Material Breach.** If either party is in material breach of this Agreement, the other party may terminate this Agreement at the end of a written 30-day notice/cure period if the breach has not been cured.

d. **Termination by Mutual Consent.** This Agreement and/or any Order Form may be terminated by the mutual consent of both parties.

e. **Termination of an Order Form Due to Non-Appropriation of Funds.** Government Customers may terminate services in an Order Form by providing sixty (60) days' written notice to LeadsOnline prior to the next contract year if funding to make the next scheduled payment is not duly appropriated and authorized.

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f. **Return of Customer Property:**

- Within 60 days after termination, upon written or electronic request LeadsOnline will make the Service available for Customer to export Customer Property as provided in **Section 2(a)**.
- After such 60-day period, LeadsOnline has no obligation to maintain the Customer Property and may destroy it.

10. Liability Limit

a. **Indemnification for Third-Party Claims.** LeadsOnline will defend or settle any third-party claim against Customer to the extent that such claim alleges that the LeadsOnline technology used to provide the Service violates a copyright, patent, or trademark, if Customer: promptly notifies LeadsOnline of the claim in writing; cooperates with LeadsOnline in the defense; and allows LeadsOnline to solely control the defense or settlement of the claim. Costs. LeadsOnline will pay infringement claim defense costs it incurs in defending Customer, and LeadsOnline-negotiated settlement amounts, and court awarded damages. Process. If such a claim appears likely, then LeadsOnline may modify the Service, procure the necessary rights, or replace it with the functional equivalent. If LeadsOnline determines that none of these are reasonably available, then LeadsOnline may terminate the Service and refund any prepaid and unused fees. Exclusions. LeadsOnline has no obligation for any claim arising from: Customer's misuse of the Services, LeadsOnline's compliance with Customer's designs, specification, instructions, or technical information; a combination of the Service with other technology or aspects where the infringement would not occur but for the combination; Customer's directives, access or use of, or laws or policies applicable to Customer regarding the information and sources thereof accessible via the Services including Customer Property; or technology or aspects not provided by LeadsOnline. **THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND LEADSONLINE'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.**

b. **EXCLUSION OF INDIRECT DAMAGES. TO THE MAXIMUM EXTENT ALLOWED BY LAW, LEADSONLINE IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF OR UNAUTHORIZED ACCESS TO DATA OR INFORMATION; AND LOST PROFITS, REVENUE, OR ANTICIPATED COST SAVINGS), EVEN IF IT KNOWS OF THE POSSIBILITY OR FORESEEABILITY OF SUCH DAMAGE OR LOSS.**

c. **TOTAL LIMIT ON LIABILITY. TO THE MAXIMUM EXTENT ALLOWED BY LAW, EXCEPT FOR LEADSONLINE'S INDEMNITY OBLIGATIONS, LEADSONLINE'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD PRIOR TO THE EVENT THAT GAVE RISE TO THE LIABILITY, EXCEPT THAT THE ABOVE LIMITATION DOES NOT APPLY TO CUSTOMER'S PAYMENT OBLIGATIONS FOR THE SERVICE.**

11. Governing Law & Forum

a. **Government Customers.** This Agreement is governed by the laws of the State where Customer is located (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this Agreement. Any suit or legal proceeding must be exclusively brought in the federal or state courts for the County where Customer is located, and each party submits to this personal jurisdiction and venue. Nothing in this Agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction.

b. **All other Customers.** For all other Customers, this agreement is governed by the laws of the State of Texas (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this agreement. Any suit or legal proceeding must be exclusively brought in the federal or state courts for Collin County, Texas and Customer submits to this personal jurisdiction and venue. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.

12. Other Terms

a. **Entire Agreement and Changes.** This Agreement and the Order Form constitute the entire Agreement between the parties and supersede any prior or contemporaneous negotiations or Agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this Agreement. No representation, promise, or inducement not included in this Agreement is binding. No modification or waiver of any term of this Agreement is effective unless both parties sign an amendment to this Agreement.

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b. **No Assignment.** Neither party may assign or transfer this Agreement to a third party, except that the Agreement and all Order Forms may be assigned without the consent of the other party as part of a merger or sale of all or substantially all a party's businesses, assets, not involving a competitor of the other party, or at any time to an Affiliate.

c. **Export Compliance.** The Service and Confidential Information may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Neither party will permit its personnel or representatives to access any Service in a U.S.-embargoed country or in violation of any applicable export law or regulation.

d. **Independent Contractors.** The parties are independent contractors with respect to each other, and neither party is an employee, or partner of the other party or the other party's Affiliates.

e. **Enforceability and Force Majeure.** If any term of this Agreement is invalid or unenforceable, the other terms remain in effect. Neither party is liable for its non-performance due to events beyond its reasonable control, including but not limited to natural weather events and disasters, labor disruptions, and disruptions in the supply of utilities.

f. **Money Damages Insufficient.** Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach of this Agreement.

g. **No Additional Terms.** LeadsOnline rejects additional or conflicting terms of a Customer's form-purchasing document.

h. **Order of Precedence.** If there is an inconsistency between this Agreement and an Order Form, the Order Form prevails.

i. **Survival of Terms.** All provisions of this Agreement regarding payment, confidentiality, indemnification, limitations of liability, proprietary rights, and such other provisions that by fair implication require performance beyond the term of this Agreement shall survive expiration or termination of this Agreement until fully performed or otherwise are inapplicable.

j. **Feedback.** If Customer provides feedback or suggestions about the Service, then LeadsOnline (and those it allows to use its technology) may use such information without obligation to Customer.

13. SIGNATURES

Each representative identified below represents and warrants that it has the full power, right and authority to enter into this Agreement on behalf of its respective party.

LEADSONLINE LLC (LEADSONLINE)	CITY OF NEWBURGH, NY (CUSTOMER)
Signature:	Signature:
Printed Name: Alexander Finley	Printed Name:
Title: CEO	Title:
Date:	Date:
Address: 6900 Dallas Parkway, Suite 825, Plano, TX 75024, United States	Address: 83 Broadway, Newburgh, New York 12550, United States

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LEADSONLINE POWERPLUS INVESTIGATIONS SYSTEM SUBSCRIPTION

ORDER FORM NO. 24372-4055

CUSTOMER:
CITY OF NEWBURGH, NY

UNIT:
POLICE DEPARTMENT

1. SERVICE

LeadsOnline PowerPlus for Law Enforcement Agency users (**Service**).

Customer represents that it is a law enforcement agency or governing body of a law enforcement agency, an entity duly authorized by municipal, state county or federal government to enforce laws or investigate crimes, and the Eligible Users are employed by Customer in the Unit listed at the top of this Order Form.

2. PURPOSE

Law Enforcement Use: Exclusively for the official law enforcement agency duties of Customer's Unit; information retrieved from the Service is for the exclusive use of Eligible Users with the exception of disclosure necessary to investigate and prosecute crimes within the jurisdiction of and investigated by Customer's Unit.

3. DEFINITIONS

Audit Records means records audit records retained for administrative, legal, audit, or other operational purposes. Audit Records are protected from modification, deletion and unauthorized access and are retained for a minimum of one (1) year.

Deconfliction Data means the subset of data provided to be made aware of activity by another Law Enforcement Official or Law Enforcement Customer regarding a matching person, person of interest, phone number, device identifier, item of property, location, vehicle or other data element to facilitate the benefits of coordinated investigative efforts by Law Enforcement Officials.

Law Enforcement Official means a person employed by and authorized by a Law Enforcement Customer to, in their official duties, access or submit data according to the terms of this agreement.

Reporting Business means any entity that records Transaction Data regarding the receipt or other disposition of merchandise or materials and reports such Transaction Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.

Repository Data means data and any other information LeadsOnline has received from entities other than the Customer.

Transaction Data means information provided by Reporting Businesses and Law Enforcement Agencies about transactions, including, but not limited to, the transaction number, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.

Analysis Files means records electronically submitted by a Customer to the Service for automated analysis. Analysis Files include but are not limited to unstructured images, video, audio or text submitted, and data related to communications or movements of devices, vehicles and other entities, reference data for identifying locations including cell site lists, landmarks, and locations related to crimes. Analysis Files are Customer Property.

4. SERVICE RECIPIENT AND ELIGIBLE USERS

Service Recipient: An unlimited number of authorized personnel of Customer in its Police Department, each with a unique login **(Eligible Users**).

- Eligible User logins may not be shared and individuals who are not Eligible Users may not access the Service.
- During initial onboarding, Customer may provide LeadsOnline with the names and email addresses of Eligible Users.

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5. TERM, SERVICE PERIODS AND SUBSCRIPTION FEES

Order Term: This Order Form will become effective as of the Effective Date and remain in effect through the Service Periods listed below (**Initial Term**) and any renewal Service Periods or until termination by LeadsOnline or Customer as described below. The Effective Date shall be defined as the date of the last signature below.

SERVICE PERIODS	DUE DATE	AMOUNT
November 15, 2024 through November 14, 2025	Due upon receipt	**$6,702**
November 15, 2025 through November 14, 2026	Due on or before November 15, 2025	**$6,903**
November 15, 2026 through November 14, 2027	Due on or before November 15, 2026	**$7,110**

Renewals: Neither party is obligated to renew this Order Form. Prior to the expiration of the Initial Term or any renewal term, the parties may renew this Order Form for an additional one-year term by LeadsOnline's submission of a valid invoice to Customer for the renewal Service Period at then-current pricing and Customer's payment of such invoice within thirty (30) days of renewal.

6. FEATURES

CAPABILITY	POWERPLUS DESCRIPTION
PowerPlus Nationwide Search	Nationwide search access through pawn shop, secondhand store and scrap metal recycler transactions. Unlimited accounts/searches for your personnel working your cases. Continuous saved searches alert investigators to persons or property after. Results include images of property, sellers, vehicles, thumbprints, etc. as reported. Robust identity resolution to spot suspect activity when identifiers are incorrect or out of date. Possible associates report to identify other leads in cases. Advanced property identification to overcome incomplete descriptions and missing information. Daily Stats (hits and statistics for each user).
Nationwide Inter-Agency Deconfliction System	Benefit from coordinated investigative efforts through pointers to the records of other Law Enforcement Agencies when users match on persons, property, devices, vehicles, and other entities.
Phone Forensic Extraction Search	Upload files from device extraction tools (i.e., Cellebrite, XRY, Oxygen) to find identify and link activity of suspects.
NCIC Stolen Property Notification	Automated alerts on property including guns, articles and vehicles from your cases found within and outside of your jurisdiction.
Person / Property Notification	Automatic alerts on suspects, wanted persons and stolen property from your agency's lists.
Compliance Management	Free online reporting system for all pawn/secondhand stores. Easy reporting for businesses. Compatible with point-of-sale systems. Property hold management system. Message Inbox for alerts and communication to and from businesses in your jurisdiction. Unlimited technical support for reporting businesses.

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OfferUp & eBay Marketplace Access	Identify persons in your cases when evidence is found in online listings.
Unlimited Support	Updates, training and support for Customer personnel and businesses.
CompStat Mapping System	Visualize suspect activity within and outside your jurisdiction.
LeadsOnline Toolbox	Automated search warrant generation, automated phone lookups, repository of training materials, video tutorials, templates, resources, software, process guides, carrier and network specifications, contacts, subject matter assistance and other content relevant to criminal investigations.
Citizen Property Inventory System	Community engagement for improved reporting in property crimes.

7. Onboarding, Training and Technical Support

- Eligible Users register for a user account at www.leadsonline.com; Customer may provide lists of Eligible Users for expedited processing.
- LeadsOnline Support will activate Eligible Users and provide training via in-app instructions, videos, and live support.
- Technical support services for non-critical issues, training and general assistance are provided to end-users in the form of unlimited email and/or telephone support, Monday through Friday 7:00 AM – 5:30 PM CST via toll-free at (800) 311-2656 or support@leadsonline.com.

8. Misc.

This Order Form is attached to and incorporated into the Subscription Services Agreement between **Customer** and **LeadsOnline** dated (**Agreement**). This Order Form is governed by the terms of the Agreement between the parties. All terms not defined in this Order Form have the meanings ascribed to such terms in the Agreement. This Order Form and the Agreement constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements, and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this Order Form is effective unless both parties sign an amendment to this Order Form. LeadsOnline may include a purchase order number on Customer's invoice solely for Customer's internal payment and record keeping processes, but any terms within any purchase order in response to a quote, order form or invoice will not modify or enlarge the obligations or liabilities of either party even if the parties sign it.

9. Signatures

Each representative identified below represents and warrants that it has the full power, right and authority to enter into this Agreement on behalf of its respective party.

LEADSONLINE LLC (LEADSONLINE)	CITY OF NEWBURGH, NY (CUSTOMER)
Signature:	Signature:
Printed Name: Alexander Finley	Printed Name:
Title: CEO	Title:
Date:	Date:
Address: 6900 Dallas Parkway, Suite 825, Plano, TX 75024, United States	Address: 83 Broadway, Newburgh, New York 12550, United States

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RESOLUTION NO. _____-2024

OF

NOVEMBER 25, 2024

A RESOLUTION DECLARING SURPLUS ONE 1999 HARLEY DAVIDSON MOTORCYCLE (VIN#1HD1FMW11XY60556) AND AUTHORIZING DISPOSITION TO MOTORCYCLEPEDIA INC. AND THE GERALD A. DOERING FOUNDATION

WHEREAS, the City of Newburgh Police Department possesses one (1) 1999 Harley Davidson motorcycle (VIN#1HD1FMW11XY60556) which is no longer of use to the City; and

WHEREAS, this Council deems it to be in the best interests of the City of Newburgh to declare the 1999 Harley Davidson motorcycle (VIN#1HD1FMW11XY60556) as surplus and authorize the disposition to Motorcyclepedia, Inc. and the Gerald A. Doering Foundation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the 1999 Harley Davidson motorcycle (VIN#1HD1FMW11XY60556) is 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 be and he is hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus 1999 Harley Davidson motorcycle (VIN#1HD1FMW11XY60556) to Motorcyclepedia, Inc. and the Gerald A. Doering Foundation consistent with the City of Newburgh Surplus Property Disposition Policy.

RESOLUTION NO. _____-2024

OF

NOVEMBER 25, 2024

A RESOLUTION ACCEPTING A DONATION OF ONE 2024 FLHTP HARLEY DAVIDSON MOTORCYCLE FROM THE GERALD A. DOERING FOUNDATION

WHEREAS, the Gerald A. Doering Foundation has offered to donate one (1) 2024 FLHTP Harley Davidson motorcycle to the City of Newburgh for use by the Police Department; and

WHEREAS, this Council deems it to be in the best interests of the City of Newburgh to accept the donation of the 2024 FLHTP Harley Davidson motorcycle;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to accept the donation of one 2024 FLHTP Harley Davidson motorcycle from The Gerald A. Doering Foundation with the appreciation and thanks of the City of Newburgh.

Gerald A. Doering Foundation, Inc.

250 Lake St. Newburgh, NY 12550

September 6, 2024

Detective Justin DeMoulin
City of Newburgh Police Department
55 Broadway
Newburgh, NY 12550

Dear Detective J. DeMoulin and Lt. C.Lahar,

Please accept our donation of a 2024 FLHTP Harley-Davidson Motorcycle to the City of Newburgh Police Department from the Gerald A. Doering Foundation.

The motorcycle will be built according to the attached quote from Woodstock Harley. Included with the motorcycle will be all accessories listed with a total cost of $28,172.44.

Sincerely,

Bonnie Clemmer
Administrator, Gerald A. Doering Foundation

Woodstock Harley-Davidson

949 State Route 28

Kingston, Ny 12401

August 7, 2024

This quote is for one (1) 2024 FLHTP plus upfitted parts, for The City of Newburgh.

The parts 'quote' is attached as a PDF reference W.O. Number 80746. This can be your invoice reference number if we are going to order a unit and upfit. Please review parts list as it was largely derived from the pictures supplied.

**** Unit ****

1- 2024 FLHTP (Birch White) $16,327 ($1 over dealer cost)
2- Freight $850
3- Set Up $695
4- Inspection $6
5- Tire Tax $5

No State or Local Tax applied, Full tank of gas. We will deliver to your graphics contractor on completion of build and payment of unit. We use Gross Graphics in Newburgh as a reference.

Unit Total: $17,883.00

**** Parts ****

Total parts (as configured) with labor is $10,289.44

At this time, we would need a deposit for ordering parts as per WO 80746: $10,289.44

The unit will be ordered ASAP - Turnaround is currently at 8 weeks.

The cost of one unit, upfitted as per parts list is $28,172.44

WOODSTOCK HARLEY

845-338-2800

WORK ORDER ESTIMATE
DEALER COPY

WOODSTOCK HARLEY-DAVIDSON
949 STATE RT. 28
KINGSTON, NY 12401
(845) 338-2800

Customer: 200
CITY OF NEWBURGH POLICE
55 BROADWAY

NEWBURGH, NY 12550
Phone: (845)561-3131 Work: Ext:
Fax: Mobile:
P.O. No: Tax No: Tax Exempt: Yes
Comments: QUOTE FOR FLHTP

Appointment: 8/7/24 9:40AM
Offered Back:
Year:
Mfg:
Model:
VIN:
Color:
Ref. No.:

W.O. Number: 80746
Mileage In:
Mileage Out: 0
Shop Tag:
Plate No:
Service Advisor: JCM
Sold By: JCM
Invoice No: 0
Dlr. Lic #: 7113939

Item Number / Job Code	Item Description / Labor Description	Delivered Quantity / Hours	Price Each / Hourly Rate	Extended Amount
Event Number: 1	**Type: R**			
Description:	POLICE TOUR PACK			
53000712DH	KIT,T-PAK,POCE,W/EMER LTG	1.00	2,151.19	2,151.19
53194-07	T-PAK,X	1.00	29.31	29.31
53196-09	POLICE T-P ADAPTER PLATE	1.00	122.95	122.95
65989-97E	BATTERY,17.5AH,SEALED	1.00	164.95	164.95
68000137	KIT-EMERGENCY LIGHT,TOUR-	1.00	104.79	104.79
68000277	KIT,LTG,TOUR PACK EMER,1,	3.00	309.95	929.85
68000286	KIT,LTG,TOUR PACK EMER,3	4.00	164.95	659.80
69201092	HARNESS,SPKR INTRCNCT,STA	1.00	69.11	69.11
69202610	KIT,HARN/WRG,PWR INP,POCE	1.00	23.95	23.95
LABOR	Job Code: 0	5.00	129.00	645.00
Work Description:	INSTALL POLICE TOUR PACK			
			Sub-total For Event (without Tax):	**4,900.90**
Event Number: 2	**Type: R**			
Description:	EMERGENCY RESPONSE KIT			
76001039	KIT,INFOT,POCE AUD,W/SVCE	1.00	1,278.42	1,278.42
LABOR	Job Code: 0	3.00	129.00	387.00
Work Description:	INSTALL SIREN AND AMP			
			Sub-total For Event (without Tax):	**1,665.42**
Event Number: 3	**Type: R**			
Description:	FRONT EMERGENCY LIGHTING			
68000170	KIT-MNTG,FOG LT,TOURING W	1.00	59.95	59.95
68000274	KIT,LTG,SIDE MARKER,RED	1.00	357.95	357.95
68000275	KIT,LTG,SIDE MARKER,BLUE	1.00	357.95	357.95
68000279	KIT,LTG,POLICE SPLICE BOX	1.00	54.95	54.95
68000289A	KIT,LTG,PAR36,RED W/STEAD	1.00	283.95	283.95
68000290A	KIT,LTG,PAR36,BLUE W/STEA	1.00	283.95	283.95
68437-99	FLASHER CAN SHORTING BAR	1.00	21.07	21.07
69202610	KIT,HARN/WRG,PWR INP,POCE	1.00	23.95	23.95
LABOR	Job Code: 0	5.00	129.00	645.00
Work Description:	FRONT EMERGENCY LIGHT INSTALL AND PROGRAM			
			Sub-total For Event (without Tax):	**2,088.72**
Event Number: 4	**Type: R**			
Description:	SADDLEBAG GUARDS			

WORK ORDER ESTIMATE
DEALER COPY

WOODSTOCK HARLEY-DAVIDSON
949 STATE RT. 28
KINGSTON, NY 12401
(845) 338-2800

W.O. Number: 80746

Customer: 200
CITY OF NEWBURGH POLICE
55 BROADWAY

NEWBURGH, NY 12550
Phone: (845)561-3131 Work: Ext:
Fax: Mobile:
P.O. No: Tax No: Tax Exempt: Yes
Comments: QUOTE FOR FLHTP

Appointment: 8/7/24 9:40AM
Offered Back:
Year:
Mfg:
Model:
VIN:
Color:
Ref. No.:

Mileage In:
Mileage Out: 0
Shop Tag:
Plate No:
Service Advisor: JCM
Sold By: JCM
Invoice No: 0
Dlr. Lic #: 7113939

Item Number / Job Code	Item Description / Labor Description	Delivered Quantity / Hours	Price Each / Hourly Rate	Extended Amount
90201903	KIT,S-BAG,GUARD RAIL,CHRM	1.00	339.95	339.95
LABOR	Job Code: 0	1.25	129.00	161.25
Work Description:	SADDLEBAG GUARDS			
			Sub-total For Event (without Tax):	**501.20**
Event Number: 5	**Type: R**			
Description:	WINDSHIELD LIGHT ARRAY			
68000288	KIT,LTG,LIGHT ARRAY	1.00	956.95	956.95
LABOR	Job Code: 0	1.25	129.00	161.25
Work Description:	WINDSHIELD LIGHT ARRAY			
			Sub-total For Event (without Tax):	**1,118.20**

This Is An Estimate Only!
Prices Subject To Change!
Not a Receipt!
* Indicates Special Order Item

SO/Layaway Deposit: 0.00
Work Order Deposits: 0.00

Item Total:	8,274.94
Labor Total:	1,999.50
Sublet Total:	0.00
Shop Supplies:	15.00
Storage Fees:	0.00
Tax Total:	0.00
Deductible(s) Total:	0.00
Work Order Total:	10,289.44
Deposits:	0.00
Total Balance Due:	10,289.44

RESOLUTION NO.: _____-2024

OF

NOVEMBER 25, 2024

A RESOLUTION AMENDING THE 2024 PERSONNEL ANALYSIS BOOK TO DELETE ONE POLICE OFFICER POSITION AND ADD ONE LIEUTENANT POSITION IN THE POLICE DEPARTMENT

WHEREAS, the Police Chief proposes to delete one vacant police officer position and add one lieutenant position to supervise the Investigative Division and to promote efficiency in the Police Department; and

WHEREAS, the addition of such positions requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2024; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2024 be amended to delete one vacant police officer position and add one lieutenant position in the Police Department.

RESOLUTION NO.: _____ - 2024

OF

NOVEMBER 25, 2024

RESOLUTION SCHEDULING A PUBLIC HEARING FOR DECEMBER 9, 2024 TO HEAR PUBLIC COMMENT CONCERNING "A LOCAL LAW ADDING ARTICLE II ENTITLED 'ENERGIZE NY OPEN C-PACE FINANCING PROGRAM' TO CHAPTER 156 ENTITLED 'ENERGY' OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH"

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 adding Article II, entitled 'Energize NY Open C-PACE Financing Program' to Chapter 156 entitled 'Energy' of the Code of Ordinances of the City of Newburgh"; 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 9th day of December, 2024 in the Third Floor, Council Chambers, City Hall, 83 Broadway, Newburgh, New York.

LOCAL LAW NO.: _____ - 202__

OF

_____, 202__

**A LOCAL LAW ADDING ARTICLE II
ENTITLED "ENERGIZE NY OPEN C-PACE FINANCING PROGRAM"
TO CHAPTER 156 ENTITLED "ENERGY" OF THE CODE OF ORDINANCES
OF THE CITY OF NEWBURGH**

BE IT ENACTED, by the Council of the City of Newburgh, New York that

SECTION 1 – TITLE

This Local Law shall be referred to as "A Local Law adding Article II, entitled 'Energize NY Open C-PACE Financing Program' to Chapter 156 entitled 'Energy' of the Code of Ordinances of the City of Newburgh".

SECTION 2 - AMENDMENT

The Code of Ordinances of the City of Newburgh is hereby amended to add new Article II entitled "Energize NY Open C-PACE Financing Program" to Chapter 156 entitled "Energy" of the Code of Ordinances of the City of Newburgh to read as follows:

Chapter 156 Energy.

Article II. Energize NY Open C-PACE Financing Program.

§ 156-12. Legislative findings, intent and purpose; authority.

A. It is the policy of both the City of Newburgh and the State of New York to achieve energy efficiency and renewable energy improvements, reduce greenhouse gas emissions, mitigate the effect of global climate change, and advance a clean energy economy. The City of Newburgh finds that it can fulfill this policy by providing property assessed clean energy financing to Qualified Property Owners (as defined below) for the installation of renewable energy systems and energy efficiency measures. This article establishes a program that will allow the Energy Improvement Corporation (as defined below, "EIC"), a local development corporation, acting on behalf of the City of Newburgh pursuant to a municipal agreement (the "Municipal Agreement") to be entered into between the City of Newburgh and EIC, to make funds available to Qualified Property Owners that will be repaid through charges on the real properties benefited by such funds, thereby fulfilling the purposes of this article and accomplishing an important public purpose. This article provides a method of implementing the public policies expressed by, and

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exercising the authority provided by, Article 5-L of the General Municipal Law (as defined below, the "Enabling Act").

B. The City of Newburgh is authorized to execute, deliver and perform the Municipal Agreement and otherwise to implement this Energize NY Open C-PACE Financing Program pursuant to the Constitution and laws of New York, including particularly Article IX of the Constitution, Section 10 of the Municipal Home Rule Law, the Enabling Act and this article.

C. This article, which is adopted pursuant to Section 10 of the Municipal Home Rule Law and the Enabling Act shall be known and may be cited as the "Energize NY Open C-PACE Local Law".

§ 156-13. Definitions.

A. Capitalized terms used but not defined herein have the meanings assigned in the Enabling Act.

B. For purposes of this article, and unless otherwise expressly stated or unless the context requires, the following terms shall have the meanings indicated:

ANNUAL INSTALLMENT AMOUNT – Has the meaning assigned in Section 156-19(B).

ANNUAL INSTALLMENT LIEN – Has the meaning assigned in Section 156-19(B).

AUTHORITY – The New York State Energy Research and Development Authority.

BENEFIT ASSESSMENT LIEN – Has the meaning assigned in Section 156-14(A).

BENEFITED PROPERTY – Qualified Property for which the Qualified Property Owner has entered into a Finance Agreement for a Qualified Project.

BENEFITED PROPERTY OWNER – The owner of record of a Benefited Property.

CITY OF NEWBURGH – A municipal corporation constituting a tax district as defined in Section 1102 of the New York State Real Property Tax Law.

EIC – The Energy Improvement Corporation, a local development corporation, duly organized under Section 1411 of the New York State Not-For-Profit Corporation Law, authorized hereby on behalf of the City of Newburgh to implement the Program by providing funds to Qualified Property Owners and providing for repayment of such funds from money collected by or on behalf of the City of Newburgh as a charge to be levied on the real property.

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ELIGIBLE COSTS – Costs incurred by the Benefited Property Owner in connection with a Qualified Project and the related Finance Agreement, including application fees, EIC's Program administration fee, closing costs and fees, title and appraisal fees, professionals' fees, permits, fees for design and drawings and any other related fees, expenses and costs, in each case as approved by EIC and the Financing Party under the Finance Agreement

ENABLING ACT – Article 5-L of the New York State General Municipal Law, or a successor law, as in effect from time to time.

FINANCE AGREEMENT – The finance agreement described in Section 156-17(A) of this Article.

FINANCING CHARGES – All charges, fees and expenses related to the loan under the Finance Agreement including accrued interest, capitalized interest, prepayment premiums, and penalties as a result of a default or late payment and costs and reasonable attorneys' fees incurred by the Financing Party as a result of a foreclosure or other legal proceeding brought against the Benefited Property to enforce any delinquent Annual Installment Liens.

FINANCING PARTIES – Third party capital providers approved by EIC to provide financing to Qualified Property Owners or other financial support to the Program which have entered into separate agreements with EIC to administer the Program in the City of Newburgh.

MUNICIPAL LIEN – A lien on Qualified Property which secures the obligation to pay real property taxes, municipal charges, or governmentally imposed assessments in respect of services or benefits to a Qualified Property.

NON-MUNICIPAL LIEN – A lien on Qualified Property which secures any obligation other than the obligation to pay real property taxes, municipal charges, or governmentally-imposed assessments in respect of services or benefits to a Qualified Property Owner or Qualified Property.

PROGRAM – The Energize NY Open C-PACE Financing Program authorized hereby.

QUALIFIED PROJECT – The acquisition, construction, reconstruction or equipping of Energy Efficiency Improvements or Renewable Energy Systems or other projects authorized under the Enabling Act on a Qualified Property, together with a related Energy Audit, Renewable Energy System Feasibility Study and/or other requirements under or pursuant to the Enabling Act, with funds provided in whole or in part by Financing Parties under the Program to achieve the purposes of the Enabling Act.

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QUALIFIED PROPERTY – Any real property other than a residential building containing less than three dwelling units, which is within the boundaries of the City of Newburgh that has been determined to be eligible to participate in the Program under the procedures for eligibility set forth under this article and the Enabling Act and has become the site of a Qualified Project.

QUALIFIED PROPERTY OWNER – The owner of record of Qualified Property which has been determined by EIC to meet the requirements for participation in the Program as an owner, and any transferee owner of such Qualified Property.

RPTL – The New York State Real Property Tax Law, as amended from time to time.

SECURED AMOUNT – As of any date, the aggregate amount of principal loaned to the Qualified Property Owner for a Qualified Project, together with Eligible Costs and Financing Charges, as provided herein or in the Finance Agreement, as reduced pursuant to Section 156-19(C).

STATE – The State of New York.

§ 156-14**.** Establishment of an Energize NY Open C-PACE Financing Program.

A. An Energize NY Open C-PACE Financing Program is hereby established by the City of Newburgh, whereby EIC acting on its behalf pursuant to the Municipal Agreement, may arrange for the provision of funds by Financing Parties to Qualified Property Owners in accordance with the Enabling Act and the procedures set forth under this article, to finance the acquisition, construction, reconstruction, and installation of Qualified Projects and Eligible Costs and Financing Charges approved by EIC and by the Financing Party under the Finance Agreement. EIC, on behalf of the City of Newburgh, and with the consent of the Benefited Property Owner, will record a Benefit Assessment Lien on the Benefited Property in the Secured Amount (the "Benefit Assessment Lien") on the land records for the City of Newburgh. Such recording shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the City of Newburgh.

B. Before a Qualified Property Owner and a Financing Party enter into a Finance Agreement which results in a loan to finance a Qualified Project, repayment of which is secured by a Benefit Assessment Lien, a written consent from each existing mortgage holder of the Qualified Property shall be obtained, permitting the Benefit Assessment Lien and each Annual Installment Lien to take priority over all existing mortgages.

§ 156-15. Procedures for eligibility.

A. Any property owner in the City of Newburgh may submit an application to EIC on such forms as have been prepared by EIC and made available to property owners on the website of EIC and at the City of Newburgh's offices.

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B. Every application submitted by a property owner shall be reviewed by EIC, acting on behalf of the City of Newburgh, which shall make a positive or negative determination on such application based upon the criteria enumerated in the Enabling Act and Section 156-16 of this article. EIC may also request further information from the property owner where necessary to aid in its determination.

C. If a positive determination on an application is made by EIC, acting on behalf of the City of Newburgh, the property owner shall be deemed a Qualified Property Owner and shall be eligible to participate in the Program in accordance with Section 156-17 of this article.

§ 156-16. Application criteria.

Upon the submission of an application, EIC, acting on behalf of the City of Newburgh, shall make a positive or negative determination on such application based upon the following criteria for the making of a financing:

A. The property owner may not be in bankruptcy and the property may not constitute property subject to any pending bankruptcy proceeding;

B. The amount financed under the Program shall be repaid over a term not to exceed the weighted average of the useful life of Renewable Energy Systems and Energy Efficiency Improvements to be installed on the property as determined by EIC;

C. Sufficient funds are available from Financing Parties to provide financing to the property owner;

D. The property owner is current in payments on any existing mortgage on the Qualified Property;

E. The property owner is current in payments on any real property taxes on the Qualified Property; and

F. Such additional criteria, not inconsistent with the criteria set forth above, as the State, the City of Newburgh, or EIC acting on its behalf, or other Financing Parties may set from time to time.

§ 156-17. Energize NY Finance Agreement

A. A Qualified Property Owner may participate in the Program through the execution of a finance agreement made by and between the Qualified Property Owner and a Financing Party, to which EIC, on behalf of the City of Newburgh, shall be a third-party beneficiary (the "Finance Agreement"). Upon execution and delivery of the Finance Agreement, the property that is the subject of the Finance Agreement shall be deemed a "Benefited Property".

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B. Upon execution and delivery of the Finance Agreement, the Benefited Property Owner shall be eligible to receive funds from the Financing Party for the acquisition, construction, and installation of a Qualified Project, together with Eligible Costs and Financing Charges approved by EIC and by the Financing Party, provided the requirements of the Enabling Act, the Municipal Agreement and this article have been met.

C. The Finance Agreement shall include the terms and conditions of repayment of the Secured Amount and the Annual Installment Amounts.

D. EIC may charge fees to offset the costs of administering the Program and such fees, if not paid by the Financing Party, shall be added to the Secured Amount.

§ 156-18. Terms and conditions of repayment.

The Finance Agreement shall set forth the terms and conditions of repayment in accordance with the following:

A. The principal amount of the funds loaned to the Benefited Property Owner for the Qualified Project, together with Eligible Costs and Financing Charges approved by EIC and by the Financing Party, shall be specially assessed against the Benefited Property and will be evidenced by a Benefit Assessment Lien recorded against the Benefited Property on the land records on which liens are recorded for properties within the City of Newburgh. The special benefit assessment shall constitute a "charge" within the meaning of the Enabling Act and shall be collected in annual installments in the amounts certified by the Financing Party in a schedule provided at closing and made part of the Benefit Assessment Lien. Said amount shall be annually levied, billed and collected by EIC, on behalf of the City of Newburgh, and shall be paid to the Financing Party as provided in the Finance Agreement.

B. The term of such repayment shall be determined at the time the Finance Agreement is executed by the Benefited Property Owner and the Financing Party, not to exceed the weighted average of the useful life of the systems and improvements as determined by EIC, acting on behalf of the City of Newburgh.

C. The rate of interest for the Secured Amount shall be fixed by the Financing Party in conjunction with EIC, acting on behalf of the City of Newburgh, as provided in the Finance Agreement.

§ 156-19. Levy of annual installment amount and creation of annual installment lien.

A. Upon the making of the loan pursuant to the Finance Agreement, the Secured Amount shall become a special Benefit Assessment Lien on the Benefited Property in favor of the City of Newburgh. The amount of the Benefit Assessment Lien shall be the Secured Amount. Evidence of the Benefit Assessment Lien shall be recorded by EIC, on behalf of the City of Newburgh, in the land records for properties in the City of Newburgh.

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Such recording shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the City of Newburgh. The Benefit Assessment Lien shall not be foreclosed upon by or otherwise enforced by the City of Newburgh.

B. The Finance Agreement shall provide for the repayment of the Secured Amount in installments made at least annually, as provided in a schedule attached to the Benefit Assessment Lien (the "Annual Installment Amount"). The Annual Installment Amount shall be levied by EIC, on behalf of the City of Newburgh, on the Benefited Property in the same manner as levies for municipal charges, shall become a lien on the Benefited Property as of the first day of January of the fiscal year for which levied (the "Annual Installment Lien") and shall remain a lien until paid. The creation or any recording of the Annual Installment Lien shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the City of Newburgh. Payment to the Financing Party shall be considered payment for this purpose. Such payment shall partly or wholly discharge the Annual Installment Lien. Delinquent Annual Installment Amounts may accrue Financing Charges as may be provided in the Finance Agreement. Any additional Financing Charges imposed by the Financing Party pursuant to the Finance Agreement shall increase the Annual Installment Amount and the Annual Installment Lien for the year in which such overdue payments were first due.

C. The Benefit Assessment Lien shall be reduced annually by the amount of each Annual Installment Lien when each Annual Installment Lien becomes a lien. Each Annual Installment Lien shall be subordinate to all Municipal Liens, whether created by Section 902 of the RPTL or by any other State or local law. No portion of a Secured Amount shall be recovered by the City of Newburgh, EIC, or an assignee upon foreclosure, sale or other disposition of the Benefited Property unless and until all Municipal Liens are fully discharged. Each Annual Installment Lien, however, shall have priority over all Non-Municipal Liens, irrespective of when created, except as otherwise required by law.

D. Neither the Benefit Assessment Lien nor any Annual Installment Lien shall be extinguished or accelerated in the event of a default or bankruptcy of the Benefited Property Owner. Each Annual Installment Amount shall be considered a charge upon the Benefited Property and shall be collected by EIC, on behalf of the City of Newburgh, at the same time and in the same manner as real property taxes or municipal charges. Each Annual Installment Lien shall remain a lien until paid. Amounts collected in respect of an Annual Installment Lien shall be remitted to EIC, on behalf of the City of Newburgh, or the Financing Party, as may be provided in the Finance Agreement.

E. EIC shall act as the City of Newburgh's agent in collection of the Annual Installment Amounts. If any Benefited Property Owner fails to pay an Annual Installment Amount, the Financing Party may redeem the Benefited Property by paying the amount of all unpaid Municipal Liens thereon, and thereafter shall have the right to collect any amounts in respect of an Annual Installment Lien by foreclosure or any other remedy available at law. Any foreclosure shall not affect any subsequent Annual Installment Liens.

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F. EIC, on behalf of the City of Newburgh, may sell or assign for consideration any and all Benefit Assessment Liens and Annual Installment Liens to Financing Parties that provide financing to Qualified Properties pursuant to Finance Agreements. The Financing Parties may sell or assign for consideration any and all Benefit Assessment Liens and Annual Installment Liens received from EIC, on behalf of the City of Newburgh, subject to certain conditions provided in the administration agreement between EIC and the Financing Party. The assignee or assignees of such Benefit Assessment Liens and Annual Installment Liens shall have and possess the same powers and rights at law or in equity as the City of Newburgh would have had if the Benefit Assessment Lien and the Annual Installment Liens had not been assigned with regard to the precedence and priority of such lien, the accrual of interest and the fees and expenses of collection.

§ 156-20. Verification and report.

EIC, on behalf of the City of Newburgh, shall verify and report on the installation and performance of Renewable Energy Systems and Energy Efficiency Improvements financed by the Program in such form and manner as the Authority may establish.

§ 156-21. Severability.

If any clause, sentence, paragraph, section, or part of this article shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not effect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof involved in the controversy in which such judgment shall have been rendered.

SECTION 3 – SEVERABILITY

The provisions of this Local Law are separable and if any provision, clause, sentence, section, subsection, word or part thereof is held to be illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been adopted if such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part here of is held inapplicable had been specifically exempt therefrom.

SECTION 4 – CODIFICATION

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Local Law shall be included in the Code of Ordinances of the City of Newburgh; that the sections and subsections of this Local Law may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term "Local Law" shall be changed to "Chapter", "Article", "Section", or other appropriate word as required for codification; and that any such

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rearranging of the numbering and/or lettering and editing shall not affect the validity of this Local Law or the provisions of the Code of Ordinances affected thereby.

SECTION 5 – VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION 6 – EFFECTIVE DATE

This Local Law and shall be effective immediately after the filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

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EIC NY PACE

Open C-PACE

Property Assessed Clean Energy Financing

City of Newburgh

February 3, 2021

EIC NY PACE

Energy Improvement Corporation

- Not-for-profit, Statewide Local Development Corporation

- Mission to operate a successful Commercial PACE program in NYS that increases clean energy adoption and reduces greenhouse gas emissions

Clean Energy Public Benefits
Property Assessed Clean Energy

EIC NY PACE



"Municipalities would fulfill an important public purpose by providing financing to property owners for the installation of renewable energy systems & energy efficiency measures."

- **Article 5L of the NYS General Municipal Law**

- ❑ Repayments secured through a municipally based assessment lien

Open C-PACE Benefits

EIC NY PACE

Property Assessed Clean Energy (PACE)

- ❑ PACE is not a bank loan
- ❑ Pays for up to 100% of the cost of renewable and energy efficiency projects
- ❑ Automatically transfers to new owner if the property is sold
- ❑ Flexible loan terms not to exceed the average useful life of the improvements, often 20-30 years
- ❑ Competitively-priced financing from EIC-approved capital providers

Economic Development

EIC NY PACE

Lowers Cost of Funds

- PACE is secured by property = has lower rates than construction loans, mezzanine debt, or preferred equity; inclusion of PACE in the capital stack reduces the weighted average cost of capital needed to get a project done

Pass Through Expense

- PACE is a municipally authorized lien and may be passed through as an operating expense on net leases, similar to tax charges and utility costs

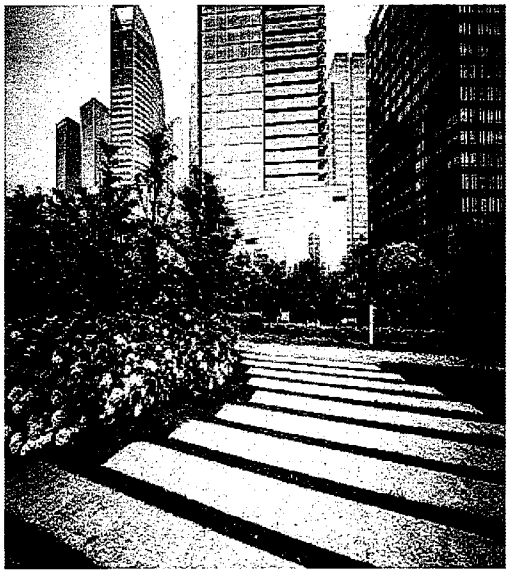
Supports More Efficient, High-Performance Buildings

- Facilitates energy measures that might otherwise be cut from the budget of a gut renovation or new construction project

Eligible Building Types

EIC NY PACE

Commercially-owned and Not-for-Profit Buildings



- ❑ Multifamily
- ❑ Healthcare
- ❑ Hospitality
- ❑ Industrial
- ❑ Warehouse
- ❑ Office
- ❑ Retail
- ❑ Agricultural
- ❑ Institutional
- ❑ Private colleges

Ineligible Buildings Include

- *Public Sector Properties*
- *1-to-4 Family Homes*

Eligible Improvements

EIC NY PACE

Efficiency:

- Lighting
- HVAC Equipment
- Chillers
- Boiler Conversions
- Furnace Upgrades
- Insulation
- Windows
- Smart Controls
- Pumps
- Variable Speed Drives
- Combined Heat + Power

Renewable Energy:

- Solar Thermal
- Solar Photovoltaic (PV)
- Small Wind
- Ground Source Heat Pumps
- Air Source Heat Pumps
- Air to Water Heat Pumps
- Anaerobic Digester Gas
- Fuel Cells
- Wood Heating Systems
- Energy Storage

New Construction Guidelines

EIC NY PACE

- Amendment to State law adopted September 2020; Revised C-PACE Guidance from NYSERDA
- Whole-building energy audit, where practical; otherwise measure-by-measure
- Designed to meet or exceed selected building standard: NY Stretch, Passive House Institute, Energy Star, LEED (gold)
- EIC's independent engineer reviews: scope of work, energy audit/renewable energy feasibility study, incentive approvals (if any), utility company interconnection agreement (if applicable)
  - Audit must include calculation for amount financed over a term not to exceed weighted average useful life of the improvements
  - Same process for PACE applications for existing buildings

Capital Providers

EIC NY PACE

Competition and choice for property owners and developers

= lower rates and longer terms

- ❑ CleanFund
- ❑ Counterpointe Energy
- ❑ Dividend Finance
- ❑ Greenworks Lending
- ❑ Imperial Ridge Real Estate
- ❑ LordCap PACE
- ❑ PACE Equity
- ❑ PACE Loan Group
- ❑ Petros PACE Finance
- ❑ Rockwood/Live Oak Bank
- ❑ Twain Financial Partners
- ❑ White Oak

Starting a Transaction

EIC NY PACE

- ❑ Apply directly to participating capital providers
- ❑ Property Underwriting
  - ➢ No bankruptcy
  - ➢ Current on property taxes & mortgages
  - ➢ Mortgage Lender Consent required
- ❑ NYSERDA CPACE Guidelines for technical qualifications
- ❑ If qualified for capital:
  - ➢ Finance Agreement between Capital Provider and Property Owner
  - ➢ EIC signs Administration Agreement & Assignment Agreement with Capital Provider
  - ➢ EIC files Benefit Assessment Lien and Assignment on Land Records
  - ➢ EIC bills and collects directly with property

Program Administration

EIC NY PACE

EIC's Responsibilities:

- ❑ Review applications, energy audits, scopes of work
- ❑ Manage capital provider list
- ❑ Record the PACE lien on the property when financing is originated, and any subsequent recordings
- ❑ Bill property owner with instructions to repay the capital provider
- ❑ Deliver an Annual Report to Municipality with lists of improved properties and schedule of repayments

Member Municipality Advantages:

- ❑ No collection or enforcement responsibilities
- ❑ No obligation to backstop finance repayments
- ❑ No financial exposure for EIC and its member municipalities
- ❑ No fees to participate
- ❑ Template Local Law and Municipal Agreement to enable program

Lien Enforcement

EIC NY PACE

PACE Benefit Assessment Lien is subordinate to municipal taxes, and senior to non-municipal liens.

If property owner does not pay the Annual PACE Installment:

- ❑ Capital provider must pay off any delinquent taxes *before* enforcing the PACE lien; must follow same timeline that municipality would follow for delinquent taxes

If a benefitted property owner is delinquent on municipal taxes:

- ❑ The municipality will provide, upon EIC's request, verification to EIC of such delinquencies.
  - ➢ Capital provider may then pay off the delinquent taxes to avoid the municipality redeeming the property.

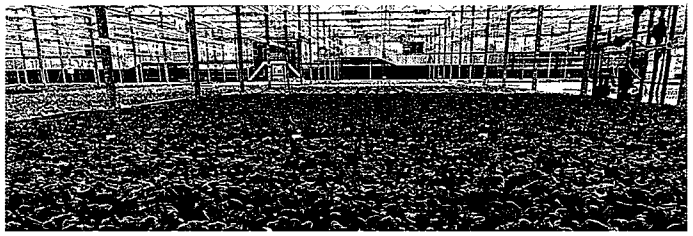
Results

EIC NY PACE

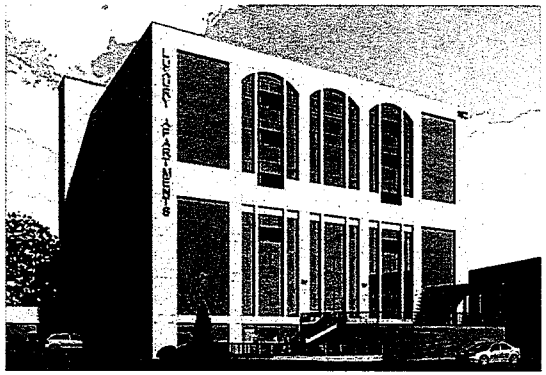
- Since April 2019, 60 municipalities have activated Open C-PACE
  - *24 counties, 24 cities, 12 towns/villages (in Westchester County)*
- Since November 2019, over $23 million financed



Marriott Downtown Syracuse
- Petros PACE Finance



Wheatfield Gardens, Niagara County – Greenworks Lending



192 Erie Blvd, Schenectady – PACE Equity

Next Steps

EIC NY PACE

To Enable Open C-PACE / Join EIC:

- ❑ Adoption of Local Law
- ❑ Authorization & Signing of EIC Municipal Agreement
  - ➢ Uniform documents statewide; submit to EIC for review prior to adoption

Once Enabled, Provide Documents Necessary for Transactions

- ❑ Municipal Certificate
- ❑ Opinion of Local Counsel
- ❑ Lien Filing Letter

Membership – Counties (1/27/21)

EIC NY PACE

- Albany County
- Broome County
- Cayuga County
- Chautauqua County
- Clinton County
- Columbia County
- Cortland County
- Dutchess County
- Franklin County
- Madison County
- Montgomery County
- Nassau County
- Niagara County
- Oneida County
- Orange County
- Otsego County
- Putnam County
- Rockland County
- Suffolk County
- Sullivan County
- Ulster County
- Warren County
- Wyoming County
- Yates County

Membership – Cities (1/27/21)

EIC NY PACE

- City of Amsterdam
- City of Beacon
- City of Buffalo
- City of Canandaigua
- City of Geneva
- City of Glens Falls
- City of Hudson
- City of Ithaca
- City of Kingston
- City of Lackawanna
- City of Lockport
- City of New Rochelle
- City of Niagara Falls
- City of North Tonawanda
- City of Oswego
- City of Peekskill
- City of Port Jervis
- City of Rye
- City of Saratoga Springs
- City of Schenectady
- City of Syracuse
- City of Troy
- City of White Plains
- City of Yonkers

For More Information

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