# CITY OF NEWBURGH
# COUNCIL MEETING AGENDA
# *SESION GENERAL DEL CONSEJAL*
# February 24, 2025
# 7:00 PM

Mayor/Alcaldesa

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

City Clerk:/Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia
4. Approval of the minutes from the City Council meeting of February 10, 2025 / Aprovacion del Acta de la Reunion General del Consejal del 10 de febrero de 2025

Communications/Communicaciones

5. City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia de los Planes de Cada Departamento

Presentations/Presentaciones

6. Presentation of Certificate to Harold Rayford by Councilmember Shakur
   *Entrega de certificado a Harold Rayford por el concejal Shakur*

7. Police Department Update for 2024
   *Actualización del Departamento de Policía de 2024*

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

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

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

8. Resolution No. 29 - 2025 - Donations - City Annual Events 2025
   Resolution authorizing the City Manager to accept donations in support of the City of Newburgh's annual events for 2025

   *Resolución que autoriza al Gerente de la Ciudad a aceptar donaciones en*

*apoyo de los eventos anuales de la Ciudad de Newburgh para 2025*

9. Resolution No. 30 - 2025 - Contracts - City Annual Events 2025

   Resolution authorizing the City Manager to enter into agreements with various parties to provide performing arts and related services in connection with the City of Newburgh's annual events for 2025

   *Resolución autorizando al Gerente Interino de la ciudad a entrar en varios acuerdos con diferentes entidades para proporcionar servicios de artes escénicas y demás relacionadas en conexión a los eventos anuales de la Ciudad de Newburgh para el 2025*

10. Resolution No. 31 - 2025 - Public Special Events Sponsorship Policy - amendment

    Resolution amending the City of Newburgh Public Special Events Sponsorship Policy and Procedure

    *Resolución que enmienda la póliza y procedimiento de patrocinio de eventos especiales públicos de la Ciudad de Newburgh*

11. Resolution No. 32 - 2025 - Solitude Lake Management Sampling Contract

    Resolution authorizing the City Manager to accept a proposal and execute an agreement with Solitude Lake Management for professional services for water quality sampling and analysis of Browns Pond at a cost of $12,328.00

    *Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con Solitude Lake Management para servicios profesionales de muestreo y análisis de la calidad del agua de la Charca de Brown a un costo de $12,328.00*

12. Resolution No. 33 - 2025 - Solitude Lake Management Treatment Contract of Browns Pond

    Resolution authorizing the City Manager to accept a proposal and execute an agreement with Solitude Lake Management for professional services for algae treatment at Browns Pond

    *Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con Solitude Lake Management para servicios profesionales de tratamiento de algas en la Charca de Brown.*

13. Resolution No. 34 - 2025 - Solitude Lake Management Treatment of Lockwood Basin as needed

    Resolution authorizing the City Manager to accept a proposal and execute an agreement with Solitude Lake Management for professional services for algae treatment at Lockwood Basin

*Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con Solitude Lake Management para la prestación de servicios profesionales para el tratamiento de algas en Lockwood Basin*

14. Resolution No. 35 - 2025 - Solitude Lake Management contract for treating Browns Pond for Curly Pond Weed

    Resolution authorizing the City Manager to accept a proposal and execute an agreement with Solitude Lake Management for professional services for curly pond weed treatment at Browns Pond

    *Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con Solitude Lake Management para la prestación de servicios profesionales para el tratamiento de la hierba rizada del estanque en la Charca de Brown*

15. Resolution No. 36 - 2025 - CDBG Subrecipient Agreement with Choice Films in the Amount of $20,000

    Resolution authorizing the City Manager to enter into a Community Development Block Grant (CDBG) sub-recipient grant agreement in the amount of $20,000.00 with Choice Films, Inc. for a film and television training program for youth and young adult residents of the City of Newburgh

    *Resolución que autoriza al Gerente de la Ciudad a entrar en un acuerdo de subvención de sub-recipiente de los Bloques de Desarrollo Comunitario (CDBG) por el monto de $20,000.00 con Choice Films, Inc. para un programa de entrenamiento de cine y televisión para la juventud y adultos jóvenes residentes de la Ciudad de Newburgh*

16. Resolution No. 37 - 2025 - 61 Campbell Street - License Agreement

    Resolution authorizing the City Manager to enter into a License Agreement with Newburgh Community Land Bank, Inc. to allow access to 61 Campbell Street (Section 23, Block 7, Lot 4) for the purposes of obtaining field and survey data

    *Resolución que autoriza al Gerente de la Ciudad a entrar en un Acuerdo de Licencia con Newburgh Community Land Bank, Inc. para permitir el acceso a 61 Campbell Street (Sección 23, Bloque 7, Lote 4) con el fin de obtener datos de terreno y de topografía*

17. Resolution No. 38 - 2025 - 5 City Terrace North - Release of Restrictive Covenants

    Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-Entry from a deed issued to Marisol M. Riverol to the premises known as 5 City Terrace North (Section 7, Block 6, Lot 9)

    *Resolución que autoriza la ejecución de una Liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a Marisol M.*

*Riverol para las instalaciones conocidas como 5 City Terrace North (Sección 7, Bloque 6, Lote 9)*

18. Resolution No. 39 - 2025 - Apply for and Accept if Awarded a Reimagining Land Use and Zoning for Health Equity Grant from the Robert Wood Johnson Foundation

    Resolution authorizing the City Manager to apply for and accept if awarded a Robert Wood Johnson Foundation Reimagining Land Use and Zoning for Health Equity Program Grant not to exceed $250,000.00 to develop the City of Newburgh's Hillside Master Plan and Comprehensive Zoning Revision

    *Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si es otorgado un Subsidio del Programa Reimaginar el Uso del Terreno y Zonificación para la Equidad en Salud de la Fundación Robert Wood Johnson que no exceda los $250,000.00 para desarrollar el Plan Maestro de Laderas y la Revisión Integral de Zonificación de la Ciudad de Newburgh*

19. Resolution No. 40 - 2025 - 2025 Program Donations

    Resolution authorizing the City Manager to accept donations to the City of Newburgh's 2025 Recreation Programs

    *Resolución que autoriza al Gerente de la Ciudad a aceptar donaciones para los Programas Recreativos 2025 de la Ciudad de Newburgh*

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

**RESOLUTION NO.: ____29____-2025**

**OF**

**FEBRUARY 24, 2025**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT DONATIONS IN SUPPORT OF THE CITY OF NEWBURGH'S ANNUAL EVENTS FOR 2025**

**WHEREAS**, the City of Newburgh holds and sponsors several annual events, including but not limited to, Memorial Day and Fourth of July Observances, National Night Out, the Annual International Festival over the Labor Day holiday, and the Back to School, Halloween and Christmas Events; and

**WHEREAS**, various businesses, firms and individuals have made and are willing to make contributions of money and in-kind assistance to support these 2025 events and additional events as may be approved under the Public Special Events Sponsorship Policy and Procedure; and

**WHEREAS**, this Council deems it to be in the best interests of the City of Newburgh to accept such donations;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept said donations with the appreciation and thanks of the City of Newburgh on behalf of its children, families and citizens, for their support and sponsorship of the City of Newburgh's 2025 events authorized by City Council approval of the 2025 Budget, and additional 2025 events as approved under the Public Special Events Sponsorship Policy and Procedure.

**RESOLUTION NO.: _____30_____ - 2025**

**OF**

**FEBRUARY 24, 2025**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH VARIOUS PARTIES TO PROVIDE PERFORMING ARTS AND RELATED SERVICES IN CONNECTION WITH THE CITY OF NEWBURGH'S ANNUAL EVENTS FOR 2025**

**WHEREAS**, the City of Newburgh annually holds City-sponsored events, including events approved under the Public Special Events Sponsorship Policy and Procedure; and

**WHEREAS**, it is appropriate and necessary to authorize the City Manager to enter into agreements by which performing artists, production services and necessary equipment and facilities shall be provided; and

**WHEREAS,** there is funding available in Trust and Agency Accounts for those events and in the 2025 City budget; and

**WHEREAS**, such agreements shall not exceed the funds in the Trust and Agency Accounts and the 2025 Budget; and

**WHEREAS,** this Council has determined that entering into agreements in connection with these annual and approved events is in the best interests of the City of Newburgh and its residents;

**NOW, THEREFORE, BE IT RESOLVED**, that the Council of the City of Newburgh, New York hereby authorizes the City Manager to enter into agreements with terms and conditions as Corporation Counsel may require, with the performing artists and providers of related necessary services in connection with the City-sponsored annual events and events approved under the Public Special Events Sponsorship Policy and Procedure for 2025, with the net cost to the City of such agreements not to exceed the Trust and Agency Account proceeds and 2025 Budget.

# AGREEMENT FOR VENDOR SERVICES

**THIS AGREEMENT** is entered into as of this _____ day of _____, 2025, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the **"CITY,"** with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and _____, a firm with principal offices at _____, hereinafter referred to as **"VENDOR."**

**ARTICLE 1. SCOPE OF WORK**

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter "Department Head").

**ARTICLE 2. TERM OF AGREEMENT**

VENDOR agrees to perform the SERVICES and/or supply goods beginning _____, 2025, and ending _____, 2025.

**ARTICLE 3. COMPENSATION**

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule A, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY an itemized invoice for SERVICES rendered during the event as otherwise set forth in Schedule A, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within sixty (60) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

Any bills or invoices sent by VENDOR to the CITY more than one (1) year after services which are the subject of such billing have been rendered shall not be paid by the CITY and the CITY shall have no liability therefor.

**ARTICLE 4. EXECUTORY CLAUSE**

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

**ARTICLE 5. PROCUREMENT OF AGREEMENT**

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this

Agreement and the CITY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

**ARTICLE 6. CONFLICT OF INTEREST**

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment to or to take any other action provided for by law, in equity or pursuant to this Agreement.

**ARTICLE 7. FAIR PRACTICES**

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the CITY or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not

constitute, without more, a disclosure within the meaning of this Article.

**ARTICLE 8. INDEPENDENT CONTRACTOR**

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

**ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING**

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

**ARTICLE 10. BOOKS AND RECORDS**

VENDOR agrees to maintain accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

**ARTICLE 11. RETENTION OF RECORDS**

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

**ARTICLE 12. AUDIT BY THE CITY AND OTHERS**

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and

accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

**ARTICLE 13. INSURANCE**

For all of the SERVICES set forth herein and as hereinafter amended, and to the extent practicable and if required by law, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed. Except for Workers' Compensation and professional liability, the CITY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the CITY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

| Type of Coverage | Limit of Coverage |
|---|---|
| Worker's Compensation | Statutory |
| Employer's liability or similar insurance | $1,000,000 each occurrence |
| Automobile liability | $1,000,000 aggregate |
| Bodily Injury | $1,000,000 each occurrence |
| Property Damage | $1,000,000 each occurrence |
| Comprehensive General Liability, including | $1,000,000 aggregate |
| Broad form contractual Liability, bodily injury and property damage | $2,000,000 each occurrence |
| Professional liability (If commercially available for your profession) | $1,000,000 aggregate<br>$2,000,000 **each claim** |

If available, VENDOR shall attach to this Agreement applicable certificates of insurance evidencing VENDOR'S compliance with these requirements.

**ARTICLE 14. INDEMNIFICATION**

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party

or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**ARTICLE 15. PROTECTION OF CITY PROPERTY**

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

**ARTICLE 16. CONFIDENTIAL INFORMATION**

In the course of providing the SERVICES and/or goods hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDORS obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

**ARTICLE 17. TERMINATION**

The CITY may, by written notice to VENDOR effective upon mailing, terminate this Agreement in whole or in part at any time (i) for CITY'S convenience, (ii) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**ARTICLE 18. GENERAL RELEASE**

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

**ARTICLE 19. SET-OFF RIGHTS**

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

**ARTICLE 20. NO ARBITRATION**

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manger of the CITY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

**ARTICLE 21. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

**ARTICLE 22. CURRENT OR FORMER CITY EMPLOYEES**

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY

employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

**ARTICLE 23. ENTIRE AGREEMENT**

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

**ARTICLE 24. MODIFICATION**

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement as of the date set forth above.

| | |
|---|---|
| THE CITY OF NEWBURGH | VENDOR |
| BY: _____ | BY: _____ |
| Todd Venning | NAME: |
| City Manager | TITLE: |
| Per Resolution No. | |
| DATE: _____ | DATE: _____ |

SCHEDULE A

SCOPE OF SERVICES AND FEES AND EXPENSES

**RESOLUTION NO.: 31 - 2025**

**OF**

**FEBRUARY 24, 2025**

**A RESOLUTION AMENDING THE CITY OF NEWBURGH PUBLIC SPECIAL EVENTS SPONSORSHIP POLICY AND PROCEDURE**

**WHEREAS**, by Resolution No. 20-2023 of February 13, 2023, the City Council of the City of Newburgh adopted the City of Newburgh Public Special Events Sponsorship Policy and Procedure to provide a framework for identifying City of Newburgh public special events and for establishing criteria for individuals or organizations to enter into sponsorship arrangements with the City of Newburgh for organized events; and

**WHEREAS**, by Resolution No. 235-2023 of November 27, 2023, the City Council adopted amendments to the City of Newburgh Public Special Events Sponsorship Policy and Procedure; and

**WHEREAS**, the City Council has reviewed additional recommendations of City Staff and finds that further amending the Public Special Events Sponsorship Policy and Procedure is in the best interest of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Newburgh, New York hereby amends the City of Newburgh Public Special Events Sponsorship Policy and Procedure, a copy of which is attached hereto and made a part of this Resolution; and

**BE IT FURTHER RESOLVED,** that the City of Newburgh Public Special Events Sponsorship Policy and Procedure, as amended, shall take effect on March 1, 2025.

# City of Newburgh Public Special Events Sponsorship Policy

## I. Intent, Purpose, and Scope

### A. Intent

The City of Newburgh encourages public events which enrich the quality of life and enhance the recognition and celebration of our diverse cultural, historic, spiritual and artistic heritage. The intent of this policy is to support the sustainable development of public events that celebrate the rich history of the City, its cultural diversity and the residents who live here; increase tourism, business support, and positive regional perception; and ensure that a fair and transparent process is used in the allocation of event sponsorship resources.

### B. Purpose

The purpose of this policy is to provide a framework for identifying City of Newburgh public special events and for establishing criteria for individuals or organizations to enter into sponsorship arrangements with the City of Newburgh for organized events. This policy shall work in harmony with the permit process established under City Code Chapter 110, Mass Gatherings and Public Events.

### C. Scope

The scope of this policy applies to City public special events and all requests by individuals or organizations to enter into sponsorship arrangements with the City of Newburgh for organized events. The City Manager, Corporation Counsel, Comptroller, and City Clerk will be responsible for ensuring the compliance with this policy.

## II. Definitions

1. Event Organizer: The individual or organization responsible for making all event arrangements.

2. Event Applicant: The individual charged with acting on behalf of the Event Organizer for purposes of coordinating all aspects of the event.

3. Event Review: The process by which a sponsorship recipient demonstrates in writing to City Manager/Council that is has expended the contribution in accordance with the terms and conditions of the funding agreement on completion of the event.

4. Event Sponsorship: The contribution of money and/or services by the City to an external entity, in exchange for which the external entity shall acknowledge the City and the City's contribution to the event, and grant to the City the right to associate the City's name with the Event Organizer. Event Sponsorship shall be limited to:

a. Money, provided said funds have been allocated and exist in the City's adopted annual budget.

b. Insurance, for liability coverages related to the event.

   i. The Event Applicant may request the City purchase and pay for a special event insurance policy, provided funds have been allocated and exist in the City's adopted annual budget.
   ii. The Event Applicant may request the City purchase a special event insurance policy, with the policy premium being funded by a third-party (i.e. non-City) source.

c. Public safety goods, to the extent that such goods are available for use during the proposed event. Public safety goods are goods currently owned by the City for purposes of assuring public health and safety. Examples include jersey barriers, traffic barricades, garbage cans and dumpsters, and mobile lighting.

d. Public safety services, to the extent that such services are available during the proposed event. Public safety services are police and fire personnel services provided by City for purposes of assuring public health and safety.

   i. The Event Applicant may request the City provide public safety services at no cost to the Event Organizer, provided adequate personnel are available during the event.
   ii. The Event Applicant may request the City provide public safety services, provided adequate personnel are available during the event, but pay the costs of deploying that personnel for the event.

5. Funding: The cash grant, or credit, allocated to support public special events under this policy. Funding is contingent upon budget approval.

6. Recurring City Public Special Events: Annual events planned, marketed and executed by the City of Newburgh.

## III. Public Special Events

A. Recurring Public Special Events of the City of Newburgh

The following annual events are considered Recurring City of Newburgh Public Special Events due to their longstanding traditions in the City of Newburgh and their management by City of Newburgh staff:

- Memorial Day Parade
- 4th of July
- Black History Parade/Juneteenth
- National Night Out
- International Festival

- 9/11-Patriot Day Remembrance Ceremony
- Halloween
- Christmas Tree Lighting
- Annual Community Clean Up
- Summer Festival
- ~~Newburgh Illuminated~~

The City Manager shall coordinate and execute all aspects of these events provided sufficient appropriation exists in the City's adopted annual budget.

B. City Council Member Use of Discretionary Funding for Special Events

City Council Members may have allocations of discretionary funds approved in the City's adopted annual budget. These funds may be used by City Council Members to meet local needs. To the extent that such discretionary funds are available, City Council Members may use these funds to pay for costs related to a special event organized by a community member or organization consistent with Section D below. These discretionary funds shall not be considered as part of the funding cap as outlined in Section D, below.

C. Public Special Events Hosted by a City of Newburgh entity:

Boards, commissions, and departments of the City of Newburgh enhance the overall quality of life in the city. Board, commission, and department hosted public special events must:

1. Fulfill its mission
2. Comply with City of Newburgh Procurement Policy and Procedure and the City Accounts Payable Procedures and this policy
3. Demonstrate that event was duly approved in accordance with its bylaws and the City Code of Conduct for Local Boards and Committees.

The chairperson of the board or commission, or the department head, shall be considered the Event Applicant.

Prior to filing a special event application, the board or commission should pass a resolution to authorize the chairperson to file a special event application and take steps necessary to plan and execute the special event with the City.

Prior to filing a special event application, the board, commission, or the department shall confirm that sufficient funds exist in the appropriate budget line for the board, commission, or the department seeking to hold the special event.

D. Public Special Events Organized by a Community Member or Organization

Community organized events are form of public special events planned and executed by individuals and organizations that are not elected, employed, or

appointed to a board or commission by the City of Newburgh. Event Organizers and Event Applicants work on behalf of community individuals or organizations seeking support from the City of Newburgh are encouraged to plan and execute their community organized events in a manner that provides positive societal, economic, cultural and community outcomes to the City of Newburgh.

The City Council may allocate funds in its annual budget for purposes of Event Sponsorship pursuant to this policy. Funding is contingent upon budget approval.

An Event Sponsorship application, which is different from an event permit application pursuant to Chapter 110 of the City Code, must be submitted at least 90 days prior to the planned event. The City Manager's Office will review the application on a rolling basis throughout the fiscal year. Event Applicants are encouraged to submit Event Sponsorship applications as early as possible, to maximize opportunity for availability of Event Sponsorship resources.

An Event Applicant may request Event Sponsorship in the form of goods and services or a cash grant, but not both, in an amount not to exceed $1,500.00 per event or 10 percent of the total annual allocation for community organized events, whichever is less.

Event applications that request a cash grant or direct payments to third-party vendors shall comply with the City of Newburgh Procurement Policy and Procedure and Accounts Payable Procedures.

## IV. Eligibility

A. To be eligible for Event Sponsorship, all Event Organizers and Event Applicants must:

- Obtain all regulatory approvals per Chapter 110 of the City Code, the Mass Gathering and Public Event.
- Organize an event that is open to, and in the interest of, the general public, serve at least 10 people, and does not discriminate on the basis of race, gender, religion, sexual orientation, or any other protected characteristic under state or federal law.
- Hold the event during the applicable fiscal year for which funding is available.
- Demonstrate that the sponsorship will be used for a purpose in the public interest and in accordance with this policy.
- Articulate the community, economic and or cultural benefit to the City of Newburgh
- Provide positive recognition of City of Newburgh
- Satisfactorily account to City Manager for the expenditure of any previous City sponsorships or other City funding (as required).
- Organize events that are free or feature a free or a low-cost ticketing/entry component of the event.

B. Ineligible events shall include, but are not limited to:

- Events which duplicate or would compete with Recurring Public Special Events as defined in Section III(A).
- Parades or other events, planned or spontaneous, that are First Amendment-protected exercises of free speech that the City has an obligation to provide public safety services and equipment.
- Block parties, trade shows, conventions, conferences, or workshops
- Indoor ticketed concerts, shows, theatres, or theatrical performances
- Luncheons, conferences, or holiday parties
- Class or family reunions and other family activities, such as weddings or memorials.
- Sports tournaments, or school or athletic leagues
- Events where the Event Organizer or Event Applicant could seek to use the event to influence legislation, public policy, or the legislative role of the City Council
- Events which may adversely affect the content or interpretation of existing City of Newburgh programs or services, or may raise a conflict of interest.
- Events which sponsor a political party.
- Fundraising events or events that service organizations may use the funds to sponsor or make a grant to a third party.

## V. Application Process

All Event Applicants must complete a Sponsorship Request Application form, which shall be available at the City Clerk's office and on the City's website. The form shall include the following information:

- Event Organizer contact information, including social security or tax identification number.
- Event Applicant contact information
- Type(s) of Event Sponsorship Requested
- Event description, including a narrative about how the event and sponsorship will be used for a purpose in the public interest; the community, economic and or cultural benefit to the City of Newburgh; and the proposed positive recognition of the City of Newburgh.
- A list of the goods and/or services for which the cash grant or payment to third-party vendors will be applied.

Applicants should submit a completed Event Sponsorship Application Form as a supplement to a Mass Gathering/Event Permit application form, both to the City Clerk's Office. Incomplete applications will not be considered.

The City Manager shall review and approve all applications after consultation with appropriate departments.

**VI. Effective Date:** This Policy is effective on March 1, 2025.

**RESOLUTION NO.: _____32_____ - 2025**

**OF**

**FEBRUARY 24, 2025**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH SOLITUDE LAKE MANAGEMENT FOR PROFESSIONAL SERVICES FOR WATER QUALITY SAMPLING AND ANALYSIS OF BROWNS POND AT A COST OF $12,328.00**

**WHEREAS**, the City of Newburgh needs to monitor water quality at Browns Pond for potential harmful algal blooms as the City's back up water supply; and

**WHEREAS**, a water quality monitoring program will focus on proactive management of monitoring for potential harmful algal blooms; and

**WHEREAS,** Solitude Lake Management has submitted a proposal for professional services related to water quality sampling and analysis of Browns Pond; and

**WHEREAS,** the cost for such professional services will be $12,328.00 and funding shall be derived from F.8389.0448.5022; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Solitude Lake Management for professional services related to a Water Quality Sampling and Analysis Program for Browns Pond at a cost of $12,328.00.

SŌLITUDE
LAKE MANAGEMENT

## SERVICES CONTRACT

CUSTOMER NAME: City of Newburgh - Acct# N0074
SUBMITTED TO: City of Newburgh - Attn: Wayne Vradenburgh
CONTRACT EFFECTIVE DATE: May 1, 2025, through December 31, 2025
SUBMITTED BY: Daniel Benitez, Inside Sales Manager
SERVICES: Annual Water Quality Testing Services Renewal Agreement for City of Newburgh.

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **$12,328.00**. SOLitude shall invoice Customer the total of **$1,541.00 per month (May through December)** for the Services to be provided under this Agreement. The term of this agreement is for a period of eight (8) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date.
The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent eight (8) month terms, with a six percent (6%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives

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written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

4. PRICING. The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.

5. TERMINATION. If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.

6. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

7. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

8. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

9. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

11. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

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12. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.
Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.
Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

15. NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

16. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

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ACCEPTED AND APPROVED:

**SOLITUDE LAKE MANAGEMENT, LLC.**

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**City of Newburgh**

Signature: _____

Printed Name: _____

Title: _____

Date: _____

***Please Remit All Payments to:***

*1320 Brookwood Drive Suite H*
*Little Rock AR 72202*

***Please Mail All Contracts to:***

*1253 Jensen Drive, Suite 103*
*Virginia Beach, VA 23451*

***Customer's Address for Notice Purposes:***

_____

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## SCHEDULE A - SERVICES

Water Quality Sampling and Analysis

1. Water quality assessments are to be conducted at Brown's Pond throughout the season. Two (2) sampling stations will be established, a north station and a south station. All stations will be GPS-referenced.
2. Six (6) sampling events will be conducted in 2024: **May, June, July, August, September, and October.** All sampling will be conducted with a gas-powered motor boat.
3. At each station the following parameters will be measured on each date in situ:

| | |
|---|---|
| Water Temperature | Dissolved Oxygen |
| pH | Water Clarity |
| Alkalinity | Total Hardness |

4. In 2024, phycocyanin (a pigment produced by cyanobacteria) data will also be collected at both sites using a calibrated meter. At the deep-water station, a temperature/dissolved oxygen profile (2-foot intervals) will be performed. The following samples would be collected for analysis at a verified analytical laboratory:

| | |
|---|---|
| Total Phosphorus | Total Nitrogen |
| Nitrate | Total Suspended Solids |
| Chlorophyll A | Conductivity |

5. Results of the tests will be emailed two to three (2-3) weeks after field collection.

Phytoplankton Analysis:

1. Phytoplankton samples will be collected at each station on all sampling dates. Samples will be sand filtered and microscopically identified to genus level (natural units/ml), and enumeration will be performed at a SOLitude lab in Washington, NJ. Phytoplankton results will be provided with forty-eight (48) hours of collection.
2. Samples will be collected by the client (a week after the sampling event) and mailed overnight to SOLitude's lab for analysis during the following months: **May, June, July, August, September, October, November, and December.** Samples should be collected in 1-liter plastic jars, labeled with proper identification, and refrigerated during shipment. A visibility measurement taken with a secchi disk should accompany each sample.
3. Additional Phytoplankton testing and treatments if needed outside of the above scope of work are available and outlined on the additional separate Task Contract.

Microcystin Testing:

1. A water sample will be collected during each sampling event to measure for the algal toxin Microcystin, utilizing the Abraxis Algal Toxin Test Strip Kit. Results will be reported with twenty-four (24) hours of collection.

Service Reporting:

1. Customer will be provided with a service report detailing all of the work performed as part of

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this contract after each visit.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
    a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
    b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
    c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
    d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
    a. Providing information required for the permit application process upon request.
    b. Providing Certified Abutters List for abutter notification where required.
    c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
    d. Compliance with any other special requirements or conditions required by the local municipality.
    e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state

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agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.

6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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**RESOLUTION NO.: _____ - 2025**

**OF**

**FEBRUARY 24, 2025**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH SOLITUDE LAKE MANAGEMENT FOR PROFESSIONAL SERVICES FOR ALGAE TREATMENT AT BROWNS POND**

**WHEREAS**, the City of Newburgh needs to monitor water quality at Browns Pond for potential harmful algal blooms; and

**WHEREAS,** Solitude Lake Management has submitted a proposal for professional services related to water quality monitoring and treatment for harmful algal blooms that may impact the water quality; and

**WHEREAS,** the funding for such services shall be derived from F.8389.0448.5022; and

**WHEREAS,** the City Council has reviewed the annexed proposal and has determined that such services are in the best interests of the City of Newburgh and its residents;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Solitude Lake Management for professional services related to water quality monitoring and treatment for harmful algal blooms at Browns Pond.

SŌLITUDE
LAKE MANAGEMENT

## SERVICES AGREEMENT

PROPERTY NAME: City of Newburgh
CUSTOMER NAME: **City of Newburgh**
SERVICE DESCRIPTION: 2025 As Needed Pond treatment services at Browns Pond
EFFECTIVE DATE: **January 14, 2025**
SUBMITTED TO: Wayne Vradenburgh
SUBMITTED BY: LisaMarie Strawser, Sales Support Administrator

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. SERVICES. SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.

2. MODIFICATIONS. Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").

3. PRICING. The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.

4. PAYMENT. SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.

5. TERM AND EXPIRATION. This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.

6. TERMINATION. In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.

7. RESERVED.

8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.

9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.

10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

11. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

12. RIGHT TO SUBCONTRACT. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

15. E-VERIFY. SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.

18. ASSIGNMENT. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

19. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

21. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

*[SIGNATURES FOLLOW ON THE NEXT PAGE]*

By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF NEWBURGH

Signature: _____

Printed Name: _____

Title: _____

Date: _____

***Please Remit All Payments to:***

*SOLitude Lake Management, LLC*
*1320 Brookwood Drive Suite H*
*Little Rock AR 72202*

***Please Mail All Notices and Agreements to:***

*SOLitude Lake Management, LLC*
*1253 Jensen Drive, Suite 103*
*Virginia Beach, VA 23451*

***Customer's Address for Notice Purposes:***

_____

## SCHEDULE A – SCOPE OF SERVICES

Task 1: Algae Treatment:

1. As needed, Algae found in the pond at the time of application, shall be treated and controlled through the application of Copper Sulfate.
2. Water use restrictions will be posted in the vicinity at the time of treatment. The customer is responsible for removal of any treatment posting upon completion.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
    a. Obtaining any Federal, state, or local permits required to perform any work specified in this Agreement where applicable.
    b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
    c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
    d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
    a. Providing information required for the permit application process upon request.
    b. Providing Certified Abutters List for abutter notification where required.
    c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
    d. Compliance with any other special requirements or conditions required by the local municipality.
    e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.

4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this Agreement will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.

## SCHEDULE B – PRICING SCHEDULE

Total Price: **$3,583.00** Price is valid for 60 days from the Effective Date. **Upon request of as needed services, an amendment will be sent to the customer for signature.**

Due upon completion of each Task:

| | | |
|---|---|---|
| Task 1: (Algae Treatment) | $3,583.00 | (Per Treatment As Needed) |

**RESOLUTION NO.: 34 - 2025**

**OF**

**FEBRUARY 24, 2025**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH SOLITUDE LAKE MANAGEMENT FOR PROFESSIONAL SERVICES FOR ALGAE TREATMENT AT LOCKWOOD BASIN**

**WHEREAS**, the City of Newburgh needs to monitor water quality at Lockwood Basin for potential harmful algal blooms; and

**WHEREAS,** Solitude Lake Management has submitted a proposal for professional services related to water quality monitoring and treatment for harmful algal blooms that may impact the water quality; and

**WHEREAS,** the funding for such services shall be derived from F.8389.0448.5022; and

**WHEREAS,** the City Council has reviewed the annexed proposal and has determined that such services are in the best interests of the City of Newburgh and its residents;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Solitude Lake Management for professional services related to water quality monitoring and treatment for harmful algal blooms at Lockwood Basin.

SOLITUDE
LAKE MANAGEMENT

# SERVICES AGREEMENT

PROPERTY NAME: City of Newburgh
CUSTOMER NAME: **City of Newburgh**
SERVICE DESCRIPTION: 2025 treatment services at Lockwood Basin
EFFECTIVE DATE: **January 14, 2025**
SUBMITTED TO: Wayne Vradenburgh
SUBMITTED BY: LisaMarie Strawser, Sales Support Administrator

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. SERVICES. SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.

2. MODIFICATIONS. Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").

3. PRICING. The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.

4. PAYMENT. SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.

5. TERM AND EXPIRATION. This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.

6. TERMINATION. In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.

7. RESERVED.

8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.

9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.

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15. E-VERIFY. SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

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18. ASSIGNMENT. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

19. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

21. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

*[SIGNATURES FOLLOW ON THE NEXT PAGE]*

By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF NEWBURGH

Signature: _____

Printed Name: _____

Title: _____

Date: _____

***Please Remit All Payments to:***

***SOLitude Lake Management, LLC***
***1320 Brookwood Drive Suite H***
***Little Rock AR 72202***

***Please Mail All Notices and Agreements to:***

***SOLitude Lake Management, LLC***
***1253 Jensen Drive, Suite 103***
***Virginia Beach, VA 23451***

***Customer's Address for Notice Purposes:***

_____

## SCHEDULE A – SCOPE OF SERVICES

**Task 1:** Permitting:

1. SOLitude staff will be responsible for the following:
    a. Obtaining **NYS DEC permits** required to perform any work specified in this Agreement where applicable in **April**.
    b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
    c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
    d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
    a. Providing information required for the permit application process upon request.
    b. Providing Certified Abutters List for abutter notification where required.
    c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
    d. Compliance with any other special requirements or conditions required by the local municipality.
    e. Compliance and enforcement of temporary water-use restrictions where applicable.

**Task 2 and 3:** Treatment:

1. Lockwood Basin will be treated in **May** based on temperature using Propeller. Water use restrictions will be posted in the vicinity at the time of treatment. The client is responsible for removal of any treatment posting upon expiration.
2. A follow up treatment may be needed in **June** using Propeller. Water use restrictions will be posted in the vicinity at the time of treatment. The customer is responsible for removal of any treatment posting upon expiration.

**Task 3:** Post-Treatment Survey:

1. A post-treatment survey will be performed approximately in **August/September** after the completion of treatment(s) to assess the treatment impacts and successes.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this Agreement will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.

## SCHEDULE B – PRICING SCHEDULE

Total Price: **$8,400.00** Price is valid for 60 days from the Effective Date

Due upon completion of each Task:

| | | |
|---|---|---|
| Task 1: (Permits) | $1,000.00 | (April) |
| Task 2: (Initial Propeller Treatment - up to 7 acres at 1.5 PPM) | $3,200.00 | (May) |
| Task 3: (Follow up Propeller treatment - up to 7 acres at 1.5 PPM) | $3,200.00 | (June) |
| Task 4: (Post-treatment Survey) | $1,000.00 | (August/September) |

**RESOLUTION NO.: 35 - 2025**

**OF**

**FEBRUARY 24, 2025**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH SOLITUDE LAKE MANAGEMENT FOR PROFESSIONAL SERVICES FOR CURLY POND WEED TREATMENT AT BROWNS POND**

**WHEREAS**, the City of Newburgh needs to monitor water quality at Browns Pond for potential harmful growth of curly pond weed; and

**WHEREAS,** Solitude Lake Management has submitted a proposal for professional services related to water quality monitoring and treatment for harmful curly pond weed growth that may impact the water quality; and

**WHEREAS,** the funding for such services shall be derived from F.8389.0448.5022; and

**WHEREAS,** the City Council has reviewed the annexed proposal and has determined that such services are in the best interests of the City of Newburgh and its residents;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Solitude Lake Management for professional services related to water quality monitoring and treatment for harmful curly pond weed growth at Browns Pond.

SOLITUDE
LAKE MANAGEMENT

# SERVICES AGREEMENT

PROPERTY NAME: **Browns Pond**
CUSTOMER NAME: **City of Newburgh**
SERVICE DESCRIPTION: **Permitting Services and Treatment for Curly-Leaf Pondweed**
EFFECTIVE DATE: **February 4, 2025**
SUBMITTED TO: **City of Newburgh**
SUBMITTED BY: **Kevin Locke, Business Development Consultant (New York & New Jersey)**

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. SERVICES. SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.

2. MODIFICATIONS. Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").

3. PRICING. The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.

4. PAYMENT. SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.

5. TERM AND EXPIRATION. This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.

6. TERMINATION. In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.

7. RESERVED.

8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.

9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.

10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

11. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

12. RIGHT TO SUBCONTRACT. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

15. E-VERIFY. SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.

18. ASSIGNMENT. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

19. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

21. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

[*SIGNATURES FOLLOW ON THE NEXT PAGE*]

By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF NEWBURGH

Signature: _____

Printed Name: _____

Title: _____

Date: _____

***Please Remit All Payments to:***

***SOLitude Lake Management, LLC***
***1320 Brookwood Drive Suite H***
***Little Rock AR 72202***

***Please Mail All Notices and Agreements to:***

***SOLitude Lake Management, LLC***
***1253 Jensen Drive, Suite 103***
***Virginia Beach, VA 23451***

***Customer's Address for Notice Purposes:***

_____

## SCHEDULE A – SCOPE OF SERVICES

**TASK 1 -** Permitting (Pesticide):

1. SOLitude staff will be responsible for the following:
    a. Obtaining any New York State Department of Environmental Conservation (NYSDEC), Federal, state, or local permits required to perform any work specified in this Agreement where applicable.
    b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
    c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
    d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

**TASK 2 -** Permitting (Freshwater Wetlands):

**1.** SOLitude staff will be responsible for the following:
    a. Obtaining application for the required **Freshwater Wetlands Article 24 Permit** on behalf of the customer.
    b. Application will be completed and submitted immediately upon approval of any customer contract for which a covered treatment permit is required.
    c. Covered aquatic treatments will begin following the receipt of the approved permit from the State.
    d. SOLitude Lake Management will make every effort to expedite the permit approval process, and make its staff available in a timely manner to any state official as needed to provide the necessary information required for the permit approval.
    e. Customer understands that all other aspects of the permit approval process are outside of the direct control of SOLitude Lake Management, and as such, will not hold SOLitude Lake Management responsible for any delays in treatment that might result from permit approval processes outside of its control.

**TASK 3 -** Curly-Leaf Pondweed Treatment (w/ Propeller):

1. Any growth of **curly-leaf pondweed** found in **Browns Pond (up to 96.50 acres)** shall be treated and controlled through the application of **Propeller** as required for control of the specific varieties of aquatic weeds found in the lake at the time of application.
2. **Propeller** will be applied at the rate appropriate to achieve control of the unwanted submersed and floating aquatic weeds present in the lake and susceptible to the herbicide at the time of application.
3. Water tests will be performed on water samples taken from the lake during the treatment period as required to determine the ppb concentration of the systemic herbicides in the water and the ideal timing for subsequent applications.

**TASK 4 -** Post-Treatment Residue Testing:

1. Post-treatment residue testing from curly-leaf pondweed treatment with Propeller. The total number of samples is determined by the NYSDEC. The client will be notified accordingly of any sampling required by NYSDEC.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
    a. Providing information required for the permit application process upon request.
    b. Providing Certified Abutters List for abutter notification where required.
    c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
    d. Compliance with any other special requirements or conditions required by the local municipality.
    e. Compliance and enforcement of temporary water-use restrictions where applicable.

Notice of Intent (when applicable):

1. SOLitude staff will be responsible for the following:
    a. Prepare and file Notice of Intent with NYSDEC and pay the applicable $110.00 fee.
    b. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
    c. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this Agreement will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific

state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.

6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.

## SCHEDULE B – PRICING SCHEDULE

Total Price: **$18,832.00** Price is valid for 60 days from the Effective Date **Upon request of as needed services, an amendment will be sent to the customer for signature.**

Due upon completion of each Task:

| | | |
|---|---|---|
| Task 1: Permitting *(Pesticide)* | $500.00 | FEB 2025 |
| Task 2: Permitting *(Freshwater Wetlands/if required)* | $3,000.00 | FEB 2025 |
| Task 3: Curly-Leaf Pondweed Treatment *(w/ Propeller)* | $14,742.00 | MAY - JUNE 2025 |
| Task 4: Post-Treatment Residue Testing | $590.00 | MAY - JUNE 2025 |

**RESOLUTION NO.: 36 - 2025**

**OF**

**FEBRUARY 24, 2025**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUB-RECIPIENT GRANT AGREEMENT IN THE AMOUNT OF $20,000.00 WITH CHOICE FILMS, INC. FOR A FILM AND TELEVISION TRAINING PROGRAM FOR YOUTH AND YOUNG ADULT RESIDENTS OF THE CITY OF NEWBURGH**

**WHEREAS,** by Resolution No. 226-2023 of November 13, 2023, the City Council of the City of Newburgh approved and adopted the Community Development Block Grant ("CDBG") FY2024 one-year Action Plan; and

**WHEREAS**, one of the activities included in the CDBG FY2024 annual action plan was for economic development and workforce development; and

**WHEREAS**, by Resolution No. 175-2022 of July 11, 2022, Resolution No. 36-2023 of March 13, 2023, and Resolution No. 160-2023 of August 14, 2023, the City Council approved sub-recipient grant agreements with Choice Films, Inc. each in the amount of $10,000.00 for a film and television training program for youth and young adult residents of the City of Newburgh; and

**WHEREAS**, Choice Films, Inc. proposes to continue the program for a two-year period with transportation and child care services in addition to film production for City of Newburgh resident program participants; and

**WHEREAS**, funding for the program and services in the amount of $20,000.00 will be derived from CD1.8686.0400.8040.2024; and

**WHEREAS,** this Council finds it to be in the best interest of the City of Newburgh to enter into the sub-recipient grant agreement with Choice Films, Inc. to provide funding for said program and services;

**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 new sub-recipient grant agreement with Choice Films, Inc. in the amount of $20,000.00, with all such terms and conditions as may be required by the Corporation Counsel, for a film and television training program for youth and young adult residents of the City of Newburgh with transportation and child care services for City of Newburgh resident participants.

**COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF NEWBURGH AND CHOICE FILMS INC**

THIS COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT ("Agreement") is made as of the _____, 2025, by and between the CITY OF NEWBURGH, a municipal corporation with an address of 83 Broadway, Newburgh, New York 12550 ("City") and Choice Films Inc, a for-profit corporation ("Subrecipient"), with an address of 1 Corwin Court, Suite 300, Newburgh, NY 12550.

## RECITALS

A. The City has entered into various funding agreements with the United States Department of Housing and Urban Development ("HUD"), which agreements provide funds ("CDBG Funds") to the City under the Federal Housing and Community Development Act of 1974 (42 USC Sections 5301 et seq.), as amended from time to time (the "Act"), and the regulations promulgated thereunder 24 CFR Sections 570 et seq. ("Regulations"). The Federal award date of the CDBG Funds provided subject to this Agreement is May 14, 2024. The Federal Award Number ("FAIN") for the CDBG Funds provided subject to this Agreement B-24-MC-36-0119. The Catalog of Federal Domestic Assistance ("CFDA") for the CDBG Funds provided subject to this Agreement is 14.218.

B. The Act provides that the City may grant or loan the CDBG funds to nonprofit organizations for certain purposes allowed under the Act.

C. The Subrecipient proposes to provide various services to low/moderate income persons as set forth in **Exhibit A** (Scope of Work).

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1 TERM OF AGREEMENT

1. Unless earlier terminated in accordance with Section 8 of this Agreement, this Agreement shall continue in force and effect until December 31, 2026.

SECTION 2 SUBRECIPIENT OBLIGATIONS

1. Use of CDBG Funds. Subrecipient hereby agrees to use the CDBG funds provided to Subrecipient solely for the project pursuant to all of the terms and conditions of this Agreement. The project is more particularly set forth in **Exhibit A** attached hereto and incorporated herein by reference. The CDBG funds shall be used solely to reimburse the actual expenses incurred by Subrecipient for the project as set forth in the "Budget" attached hereto as **Exhibit B** and incorporated herein by reference. The City may approve minor changes to the budget that do not exceed the maximum amount in Section 3 of this Agreement.

2. Representation and Warranties. Subrecipient hereby represents and warrants to the City as follows:

    a. Subrecipient has read and is familiar with all of the terms and provisions of the Act and the Regulations applicable to Subrecipient.

    b. Subrecipient is a non-profit organization permitted to receive CDBG funds under the Act and the Regulations.

    c. The use of the facility, the project, and the expenses to be reimbursed by the CDBG funds, as described in the budget, are permitted uses of CDBG funds under the Act and the Regulations.

3. Compliance with Law. Subrecipient shall perform the project and operate the facility in accordance with all ordinances, resolutions, statutes, rules, and Regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered, including, but not limited to the Act and the Regulations. Particularly, Subrecipient shall comply with the requirements and standards of the following:

    a. OMB Circular No. A-122 "Cost Principles for Non-Profit Organizations" or OMB Circular No. A-21 "Cost Principles for Educational Institutions," as applicable;

    b. All Federal laws and regulations described in 24 CFR Part 84 and Subpart K of 24 CFR Part 570, including all affirmative action requirements set forth therein, but excluding the City's environmental responsibilities under 24 CFR Section 570.604 and the City's responsibility for initiating the review process under 24 CFR Part 52; and

    c. If Subrecipient is a religious organization, as defined by the Regulations, all conditions prescribed by HUD for the use of CDBG funds by religious organizations shall pertain.

    d. OMB Circular A-133, “Audits of States, Local Governments and Non-Profit Organizations.”

4. Licenses, Permits, Fees and Assessments. Subrecipient shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the project and the operation of the facility.

5. Personnel and Participant Conditions.

    a. Civil Rights

        i. Compliance. Subrecipient agrees to comply with City and State civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order

11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

ii. Nondiscrimination. Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

iii. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, part I. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

iv. Section 504. Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 721) that prohibits discrimination against the handicapped in any federally assisted program.

b. Affirmative Action

i. EO 11246. Subrecipient, if applicable, will comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction Agreements. As specified in Executive Order 11246 and the implementing regulations, contractors, and subcontractors on federal or federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.

ii. Women- and Minority-Owned Businesses (W/MBE). Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business

at least fifty-one (51) percent owned and controlled by minority group members or women. For the purposes of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Subrecipient may rely on written representations by Subrecipients regarding their status as minority and female business enterprises in lieu of an independent investigation.

iii. Access to Records. Subrecipient shall furnish and cause each of its sub-subrecipients to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

iv. Notifications. Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. EEO/AA Statement. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

vi. Subcontract Provisions. Subrecipient will include the provisions of Paragraphs VIII A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each sub-Subrecipient or vendor.

c. Employment Restrictions

i. Prohibited Activity. Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

ii. OSHA. Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

d. "Section 3" Clause

i. Compliance. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement and binding upon the City, the Subrecipient and any sub-Subrecipients. Failure to fulfill these requirements shall subject the City, the

Subrecipient and any sub-Subrecipients, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements. The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement: The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and Agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project.

ii. Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with the requirements.

iii. Notifications. Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

iv. Subcontracts. Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the sub-Subrecipient is in violation of Regulations issued by the grantor agency. The Subrecipient will not subcontract with any sub-Subrecipient where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the sub- Subrecipient has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Environmental Requirements. Lead Based Paint. In accordance with 24 CFR Part 570.608, Subrecipient shall be prohibited from using lead-based paint in residential structures rehabilitated with Community Development Block Grant funds. Lead-based paint is any paint containing more than five- tenths of one percent (5/10 of 1%) lead by weight in the total non-volatile content of liquid paints or in the dried film of paint already applied.

f. Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the obligations of the other.

SECTION 3 DISBURSEMENT OF FUNDS

1. Maximum Amount of CDBG Funds. The maximum amount of CDBG funds to be provided to Subrecipient is $20,000.00 in the form of a grant. Subrecipient hereby acknowledges that the City cannot guarantee that the CDBG funds will be received from HUD. The City's obligation to fund the work hereunder is limited to the availability of CDBG funds from HUD. If the CDBG funds are not forthcoming from HUD for any reason, the City shall not have any obligation to fund the work through any other source of funds.

2. Maximum Amount of General Funds. Not applicable.

3. Termination of Fund Obligation. The services to be provided under this Agreement may be terminated without cause at any point in time in the sole and exclusive discretion of City. In this event, City shall compensate the Subrecipient for all outstanding costs incurred for work satisfactorily completed as of the date of written notice thereof. Subrecipient shall maintain adequate logs and timesheets in order to verify costs incurred to date.

4. Method of Payment- CDBG Funds. Unless otherwise specified in **Exhibit A**, not more frequently than monthly and at least quarterly, Subrecipient may submit to the Agreement Officer an invoice, in a form and/or manner acceptable to the City, setting forth the amounts actually expended by Subrecipient for the project; provided that said expenses are included in the budget (**Exhibit B**) and performance standards have been met. Said invoice shall, at a minimum, set forth each budget category for which reimbursement is sought, a description of the expense, the total budgeted amount for the category, the amount requested to be reimbursed for each budget category, and the total amount expended for each budget category to date. Said invoice shall be accompanied with such additional supporting information as requested by the City, including, but not limited to, paid receipts for each expense. To the extent the CDBG funds actually have been received from HUD, the City shall pay Subrecipient for all expenses stated on the invoice that are approved by City pursuant to this Agreement no later than the thirtieth day after the invoice is received.

5. Method of Payment - General Funds, if applicable. City shall pay Subrecipient an amount not to exceed the total sum noted in Section 3.2 for services to be performed. The City shall make payments for services satisfactorily performed within 30 days after said services are invoiced. City shall not pay any additional sum for any expense or cost whatsoever incurred by the Subrecipient in rendering services pursuant to this Agreement.

6. Program Income. Any program income, as such term is defined in the regulations, received by Subrecipient shall be retained by Subrecipient, so long as the amount held does not exceed Subrecipient's projected cash needs for CDBG activities. The program income received by Subrecipient shall solely be used for the project or for the purpose of operating the facility. All provisions of this Agreement shall apply to activities funded by program income. All program income shall be expended by Subrecipient before the City is obligated to advance any other CDBG funds to Subrecipient under this agreement.

7. Separation of Funds. The Subrecipient shall certify that Subrecipient's financial system is in accordance with the standards specified in OMB Circular 110, or 24 CFR Part 84.

8. Indirect Costs. Not applicable.

SECTION 4 PERFORMANCE SCHEDULE

1. Schedule of Performance. Subrecipient shall commence, prosecute and complete the project within the time periods established in the "Scope of Work" as referenced in **Exhibit A**.

2. Reversion of Assets. Upon the expiration or sooner termination of this Agreement, Subrecipient shall (i) transfer to the City any and all CDBG funds and program income on hand (ii) any accounts receivable attributable to the use of CDBG funds or program income; and (iii) if any CDBG funds or program income was used by Subrecipient to improve or acquire real property and said CDBG funds or program income was in excess of Twenty-Five Thousand Dollars ($25,000), Subrecipient shall either (a) use said real property to meet one of the national objectives specified in 24 CFR Section 570.208 for a period of five (5) years after the termination or sooner expiration of this Agreement or (b) dispose of the real property and reimburse the City in an amount (together with any amounts previously repaid to the City) that is equal to the fair market value of the real property times a fraction, the numerator of which is equal to the amount of CDBG funds and/or other program income used to acquire or improve the property and denominator of which is equal to the fair market value of the real property immediately after the real property was acquired or improved with said funds.

SECTION 5 COORDINATION OF WORK

1. Representative of Subrecipient. The Executive Director is hereby designated as being the representative of Subrecipient authorized to act in its behalf with respect to this Agreement and make all decisions in connection therewith.

2. Contract Officer. Contract Officer shall be the City's CDBG Manager or such person as may be designated by the City Manager. It shall be Subrecipient's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Subrecipient shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

3. Prohibition Against Subcontracting or Assignment. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Subrecipient, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this

Agreement shall be void. No approved transfer shall release Subrecipient or any surety of Subrecipient of any liability hereunder without the express consent of City.

4. Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Subrecipient, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Subrecipient's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Subrecipient shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with the role. Subrecipient shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Subrecipient in its business or otherwise of a joint venture or a member of any joint enterprise with Subrecipient.

5. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no persons having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, Subrecipient, officer, or elected official or appointed official of the City, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

6. The Subrecipient hereby certifies that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or co-operative agreement;

   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contractor, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

   c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification - Paragraph d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1353, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

SECTION 6 INSURANCE REQUIREMENTS

1. Insurance. Before beginning any work under this Agreement, Subrecipient, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by Subrecipient and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Subrecipient shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Subrecipient shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Subrecipient's bid. Subrecipient shall not allow any subcontractor to commence work on any subcontract until Subrecipient has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Subrecipient shall maintain all required insurance listed herein for the duration of this Agreement.

2. Workers' Compensation. Subrecipient shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Subrecipient. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars ($1,000,000) per accident. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Subrecipient, its employees, agendas, and subcontractors.

   a. Submittal Requirements. To comply with Subsection 6.2, Subrecipient shall submit the following:

      i. Certificate of Liability Insurance in the amounts specified in the section; and

      ii. Waiver of Subrogation Endorsement as required by the section.

   b. Commercial General and Automobile Liability Insurance.

      i. General Requirements. Subrecipient, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not

less than one million dollars ($1,000,000) and automobile liability insurance for the term of this Agreement in an amount not less than one million dollars ($1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

ii. Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

[A] The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

[B] City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Subrecipient; or automobiles owned, leased, hired, or borrowed by the Subrecipient.

[C] Subrecipient hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Subrecipient agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

[D] For any claims related to this Agreement or the work hereunder, the Subrecipient's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.

iii. Submittal Requirements. To comply with Subsection 6.3 Subrecipient shall submit the following:

[A] Certificate of Liability Insurance in the amounts specified in the section;

[B] Additional Insured Endorsement as required by the section;

[C] Waiver of Subrogation Endorsement as required by the section; and

[D] Primary Insurance Endorsement as required by the section.

c. Professional Liability Insurance.

i. General Requirements. Subrecipient, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than one million dollars ($1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $150,000 per claim.

ii. Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

[A] The retroactive date of the policy must be shown and must be before the date of the Agreement.

[B] Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

[C] If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Subrecipient shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.

[D] A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

iii. Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy.

iv. Submittal Requirements. To comply with Subsection 6.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

d. All Policies Requirements.

i. Verification of Coverage. Prior to beginning any work under this Agreement, Subrecipient shall furnish City with complete copies of all certificates of insurance delivered to Subrecipient by the insurer, including complete copies of all endorsements attached to the policies. All copies of certificates of insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Subrecipient beginning work, it shall not waive the Subrecipient's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

ii. Deductibles or Self-Insured Retentions. Subrecipient shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before

beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Subrecipient shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

iii. Wasting Policies. No policy required by this Section 6 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

iv. Endorsement Requirements. Each insurance policy required by Section 6 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

v. Subcontractors. Subrecipient shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

vi. Remedies. In addition to any other remedies City may have if Subrecipient fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Subrecipient's breach:

[A] Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

[B] Order Subrecipient to stop work under this Agreement or withhold any payment that becomes due to Subrecipient hereunder, or both stop work and withhold any payment, until Subrecipient demonstrates compliance with the requirements hereof; and/or

[C] Terminate this Agreement.

SECTION 7 ADMINISTRATIVE REQUIREMENTS

1. Financial Management.

a. Accounting Standards. Subrecipient agrees to comply with 24 CFR Part 84 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

b. Cost Principles. Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles

for Educational Institutions," as applicable for all costs incurred whether charged on a direct or indirect basis.

2. Documentation and Record-Keeping

   a. Records to be Maintained. Subrecipient shall maintain all records required by the Federal regulations specific in 24 CFR Part 570.506, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

      i. Records providing a full description of each activity undertaken;
      ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program set forth in 24 CFR 570.208;
      iii. Records required determining the eligibility of activities;
      iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
      v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
      vi. Financial records as required by 24 CFR Part 570.502, and Part 84; and
      vii. Other records necessary to document compliance with Subpart K of 24 CFR 570.

   b. Retention. Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four years after he/she has received final payment.

3. Client Data. Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

4. Disclosure. Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records. The Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8).

6. National Objectives. Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG

program's national objectives: (a) benefit low/moderate income persons, (b) aid in the prevention or elimination of slums or blight, (c) meet community development needs having a particular urgency (as defined in 24 CFR Part 570.208).

7. Performance Monitoring. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

8. Close-Outs. Subrecipient obligations to the City shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including but not limited tothe return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), and determining the custodianship of records.

9. Audits and Inspections. All Subrecipient records with respect to any matters covered by this agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits.

SECTION 8 ENFORCEMENT OF CONTRACT

1. Applicable Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of New York and the United States, as applicable. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Supreme Court of the County of Orange, State of York, or the United States District Court for the Southern District of New York. Subrecipient covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

2. Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the insuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within thirty (30) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Notwithstanding the foregoing, the City may suspend any further payment of CDBG funds until Subrecipient is in compliance with this Agreement. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to

any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the depute is not cured.

3. Remedies Upon Default by Subrecipient. In addition to any other rights or remedies available at law or in equity, if Subrecipient fails to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8:

    a. Temporarily withhold payment of CDBG funds pending correction of the default by Subrecipient;

    b. Refuse to advance all or any part of the CDBG funds for the project and reallocate said funds to another activity;

    c. Wholly or partially suspend or terminate the award and this Agreement; and;

    d. Withhold further awards for the project and/or the facility; and

    e. Require Subrecipient to repay any CDBG funds that the City determines were not expended in compliance with the requirements of this Agreement, the Act or the Regulations.

4. Termination for Convenience. This Agreement may be terminated for convenience as provided in 24 CFR Section 85.44.

5. Waiver. No delay or omission in the exercise of any right or remedy by a non- defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6. Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7. Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to complete specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of the Agreement.

8. Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be

entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

SECTION 9 CITY OFFICERS AND EMPLOYEES

1. Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to Subrecipient, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to Subrecipient or to its successor, or for breach of any obligation of the terms of this Agreement.

2. Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his/her financial interest or the financial interest of any corporation, partnership or association in which s/he is, directly or indirectly, interested, in violation of any State statute or regulation. Subrecipient warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

3. Indemnify and Hold Harmless. Subrecipient agrees to indemnify, defend, and hold harmless City and its officers, agents and employees, from any liabilities, claims, suits or actions, losses or expenses, including attorney fees, caused by, arising out of, or in connection with, either directly or indirectly, Subrecipient's performance under this Agreement. Nothing herein shall be construed to require Subrecipient to indemnify the City, its officers, agents and employees against any responsibility or liability.

SECTION 10 MISCELLANEOUS PROVISIONS

1. Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

| | |
|---|---|
| To City: | City of Newburgh<br>attn.: City Clerk<br>83 Broadway, 1st Floor<br>Newburgh, New York 12550 |
| copy to: | City of Newburgh<br>attn.: Office of the Corporation Counsel<br>83 Broadway, 2nd Floor<br>Newburgh, New York 12550 |

To Subrecipient: Choice Films Inc.
1 Corwin Court, Suite 300
Newburgh, NY 12550

2. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

3. Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

4. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

5. Corporate Authority. The persons executing this Agreement on behalf of the parties hereby warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and, (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

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

DATED: _____, 2025 CITY OF NEWBURGH

By: _____
Name: Todd Venning
Title: City Manager

DATED: _____, 2025 CHOICE FILMS INC.

By: _____
Name: _____
Title: _____

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

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

_____
NOTARY PUBLIC

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

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

_____
NOTARY PUBLIC

**EXHIBIT A – SCOPE OF WORK**

**EXHIBIT B -- BUDGET**

# EXHIBIT A
# Community Development Block Grant (CDBG)

Scope of Services

- Training City of Newburgh residents in the fundamentals of film and television production.
- Providing, via the grant, a living wage hourly salary for all trainees
- Providing wrap around services, including food, transportation and child care for City of Newburgh residents as needed on a scalable basis
- Mentoring the graduates of the program and help with future job placement on film and TV projects locally based.
- Providing union career development, and helping aid in removing barriers for union initiation fees for trainees.

# EXHIBIT B
# Community Development Block Grant (CDBG)

Line Item Budget Form – Line Item Budget Template

Please use the following template to present your proposed line item budget. In column A, list the items for which you anticipate the need for CDBG funds. In Column B, provide the calculation explaining how you arrived at the estimated cost of the line item. In Column C, provide the projected request for CDBG funds. Note: The Budget Items are examples.

| **Organization/Agency Name:** | Choice Films |
|---|---|

| **A**<br>**Budget Item** | **B**<br>**Calculation** | **C**<br>**CDBG Funding** |
|---|---|---|
| | Please provide description of how you arrive at total for each line item | |
| | | |
| **Trainee Stipends** | Previous grant program stats | $7,500.00 |
| **Teacher Stipends** | Previous grant program stats | $2,500.00 |
| **Transportation** | Previous grant program stats | $2,500.00 |
| **Meals Provisions** | Previous grant program stats | $1,500.00 |
| **Materials Provisions** | Previous grant program stats | $1,000.00 |
| **Wrap Around Services** | Estimated Cost based on rates | $5,000.00 |
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| | | |
| **TOTAL OPERATING COSTS** | $20,000.00 | |

RESOLUTION NO.: 160 - 2023

OF

AUGUST 14, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUB-RECIPIENT GRANT AGREEMENT IN THE AMOUNT OF $10,000.00 WITH CHOICE FILMS, INC. FOR A FILM AND TELEVISION TRAINING PROGRAM FOR YOUTH AND YOUNG ADULT RESIDENTS OF THE CITY OF NEWBURGH

WHEREAS, by Resolution No. 276-2022 of November 14, 2022, the City Council of the City of Newburgh approved and adopted the Community Development Block Grant ("CDBG") the FY2023 one-year Action Plan; and

WHEREAS, one of the activities included in the CDBG FY2023 annual action was for economic development and workforce development; and

WHEREAS, by Resolution No. 175-2022 of July 11, 2022 and Resolution No. 36-2023 of March 13, 2023, the City Council approved a sub-recipient grant agreement and addendum with Choice Films, Inc. each in the amount of $10,000.00 for a film and television training program for youth and young adult residents of the City of Newburgh; and

WHEREAS, Choice Films, Inc. proposes to add a new session for the fall of 2023 and add transportation and child care services to film production for City of Newburgh resident program participants; and

WHEREAS, funding for the fall 2023 program and transportation and child care services in the amount of $10,000.00 will be derived from CD1.8686.0400.8040.2023; and

WHEREAS, this Council finds it to be in the best interest of the City of Newburgh to enter into the sub-recipient grant agreement with Choice Films, Inc. to provide funding for said program and services;

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 new sub-recipient grant agreement with Choice Films, Inc. in the amount of $10,000.00, with all such terms and conditions as may be required by the Corporation Counsel, for a fall 2023 film and television training program for youth and young adult residents of the City of Newburgh with transportation and child care services for City of Newburgh resident participants.

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 8/14/23 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 15 day of Aug 20 23

City Clerk

**RESOLUTION NO.: 37 - 2025**

**OF**

**FEBRUARY 24, 2025**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH NEWBURGH COMMUNITY LAND BANK, INC. TO ALLOW ACCESS TO 61 CAMPBELL STREET (SECTION 23, BLOCK 7, LOT 4) FOR THE PURPOSES OF OBTAINING FIELD AND SURVEY DATA**

**WHEREAS**, Newburgh Community Land Bank, Inc. has requested access to, and use of, City-owned property known as 61 Campbell Street (Section 23, Block 7, Lot 4 on the Tax Map of the City of Newburgh) ("Property") for the purpose of obtaining field and survey data at the Property; and

**WHEREAS**, such access to, and use of, the Property requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

**WHEREAS**, this Council has reviewed such license and has determined that entering into the same would be in the best interests of the City of Newburgh and its further development;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with Newburgh Community Land Bank, Inc. to allow access to, and use of, City-owned property identified as 61 Campbell Street (Section 23, Block 7, Lot 4 on the Tax Map of the City of Newburgh), for the purpose of obtaining field and survey data at the Property.

# LICENSE AGREEMENT

**THIS LICENSE AGREEMENT**, made effective as of _____, 2025, by and between:

**THE CITY OF NEWBURGH**, a New York municipal corporation with offices at 83 Broadway, City Hall, Newburgh, New York 12550 ("City" or "Licensor"); and

**NEWBURGH COMMUNITY LAND BANK, INC.** a non-profit corporation with an address of P.O. Box 152, Newburgh, New York 12550 ("Licensee").

WHEREAS, the City is the owner of property known as 61 Campbell Street, being more accurately described as Section 23, Block 7, Lot 4 on the official tax map of the City of Newburgh, (the "Premises"); and

WHEREAS, the Licensee has requested access to the Premises for the purpose of obtaining field and survey data at the Property; and

WHEREAS, Licensor is willing to give said license or privilege on the following terms and conditions:

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and conditions hereinafter contained, it is hereby agreed as follows:

Section 1: Grant of License: Licensor hereby gives to Licensee and Licensee's employees, agents and subcontractors, upon the conditions hereinafter stated, the license or privilege of entering upon the Premises, and taking thereupon such equipment, tools, machinery and other materials as may be necessary and for obtaining the field and survey data as contemplated herein.

Section 2: Access: Licensee agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby. Licensee agrees to give Licensor no less than twenty-four (24) hours advance notice of its intention to enter upon the subject property and to perform the subject work.

Section 3: Insurance: Licensee shall neither commence work nor perform work nor operate machinery under this Agreement until it has obtained all insurances required under this Section 4 and such insurance has been approved by the City.

A. Workers' Compensation Insurance - The Licensee shall take and maintain during the life of this Agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

B. General Liability and Property Damage Insurance - The Licensee shall take and maintain during the life of this Agreement such general liability and property damage insurance as

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shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

1. General Liability Insurance in an amount not less than $1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than $2,000,000.00 on account of any one occurrence.

2. Property Damage Insurance in an amount not less than $50,000.00 for damage on account of all occurrences.

The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this Agreement.

C. Licensee may retain certain employees, agents, subcontractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, Licensee and such agents shall provide and maintain insurances as required by this Section 4 and name Licensor as additional insured under insurance coverage concerning Licensee's performance of the work referenced herein.

Section 4: Fees, Costs, and Expenses: Licensee shall not be required to pay any fees to the City pursuant to this Agreement. Licensee shall be responsible for all costs and expenses related to the subject work.

Section 5. Damages: The relation of the Licensee to the City as to the work to be performed by it under this Agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. Licensee shall make good any damages that may occur in consequence of the performances or any part of it. Licensee shall assume all blame, loss and responsibility of any nature by reason of Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

Section 6. Defense and Indemnity: Licensee shall defend, indemnify and hold the City harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to the access and use of the Premises under this Agreement, excepting gross negligence or misconduct by the City.

Section 7. Term of License: The License hereby given shall expire and terminate upon the earlier of: (1) the completion of the project; or (2) December 31, 2025. In either event, Licensee and its agents, employees and contractors, shall restore the Premises to a clean and orderly state and in the same condition as existed prior to the granting of this License, normal wear and tear excepted.

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Section 8. Assignment of License; No Sub-Licensing: This Agreement may not be assigned or sub-let to any other party.

Section 9. Termination of License: The City, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by five (5) days' notice to the Licensee, terminate this Agreement. Licensee shall not be entitled to reimbursement or recuperation of any of its costs in connection in the event of any termination of this License, including early termination.

Section 10. New York Law: This Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York Supreme Court, Orange County.

Section 11. Notices. Notices shall be in writing and shall be deemed properly served when deposited with the United States Postal Service, as certified mail, return receipt requested, bearing adequate postage or being deposited with a reputable overnight courier service for guaranteed next business day delivery and addressed as follows:

a. If to Licensor:
City of Newburgh
attn: City Manager
City Hall, 83 Broadway
Newburgh, New York 12550

With a copy to
Corporation Counsel
City Hall, 83 Broadway
Newburgh, New York 12550

b. If to Licensee:
Newburgh Community Land Bank
attn: Executive Director
10 Chambers Street
Newburgh, New York 12550

Section 12. Modification of License Agreement: This Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 13. No Vested Rights: It is understood and agreed that no vested right in said Premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

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IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement the day and year herein mentioned.

CITY OF NEWBURGH
LICENSOR

By: _____
Todd Venning, City Manager
Per Resolution No. _____-2025

NEWBURGH COMMUNITY LAND BANK, INC.
LICENSEE

By: _____
Name: Jennifer Welles
Title: Executive Director

Approved as to form:

_____
MICHELLE KELSON
Corporation Counsel

_____
DAVID TRUONG
Assistant City Comptroller

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**RESOLUTION NO.: ___38___-2025**

**OF**

**FEBRUARY 24, 2025**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO MARISOL M. RIVEROL TO THE PREMISES KNOWN AS 5 CITY TERRACE NORTH (SECTION 7, BLOCK 6, LOT 9)**

**WHEREAS**, on August 19, 2010, the City of Newburgh conveyed property located at 5 City Terrace North, being more accurately described on the official Tax Map of the City of Newburgh as Section 7, Block 6, Lot 9, to Marisol M. Riverol; and

**WHEREAS**, Ms. Riverol has requested a release of the restrictive covenants contained in the deed from the City of Newburgh; and

**WHEREAS**, this Council believes it is in the best interest of the City of Newburgh and its further development to grant such request;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, 5 and 6 of the aforementioned deed.

**RELEASE OF COVENANTS AND**
**RIGHT OF RE-ENTRY**

**KNOWN ALL PERSONS BY THESE PRESENTS**, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 5 City Terrace North, Section 7, Block 6, Lot 9 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, 5, and 6 in a deed dated August 19, 2010, from THE CITY OF NEWBURGH to MARISOL M. RIVEROL, recorded in the Orange County Clerk's Office on August 27, 2010, in Liber 13047, Page 1360 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2025

THE CITY OF NEWBURGH

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

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

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

_____

**RESOLUTION NO.: ___39____ - 2025**

**OF**

**FEBRUARY 24, 2025**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A ROBERT WOOD JOHNSON FOUNDATION REIMAGINING LAND USE AND ZONING FOR HEALTH EQUITY PROGRAM GRANT NOT TO EXCEED $250,000.00 TO DEVELOP THE CITY OF NEWBURGH'S HILLSIDE MASTER PLAN AND COMPREHENSIVE ZONING REVISION**

**WHEREAS**, the Robert Wood Johnson Foundation's Healthy Communities portfolio supports building equitable community conditions that allow all residents to thrive by creating equitable approaches to how communities are planned, revitalized, and built through land use and zoning tools that are critical for improving community health and addressing continued harm and discrimination embedded in underlying community development and land use systems and issued a call for proposals from organizations and communities that are actively working to reimagine land use and zoning as tools for advancing healthy, thriving, and equitable communities; and

**WHEREAS**, the City of Newburgh was awarded a New York State Department of State Brownfield Opportunity Area Nomination Study grant for an estimated 81-acre hillside area strategically located between Newburgh's Hudson River waterfront and its downtown commercial corridors; and

**WHEREAS**, the City intends to utilize the Reimagining Land Use and Zoning for Health Equity program grant to prepare a Comprehensive Master Plan for the Hillside Neighborhood to address the lasting effects of urban renewal through the implementation of zoning revisions and ensure equitable redevelopment of the Brownfield Opportunity Area; and

**WHEREAS**, such grant funds shall be in an amount not to exceed $250,000.00 with no City match; and

**WHEREAS**, this Council finds applying for and accepting such grant if awarded to be in the best interest of the City of Newburgh and its further development;

**NOW, THEREFORE, BE IT RESOLVED,** by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded Robert Wood Johnson Foundation's Healthy Communities Reimagining Land Use and Zoning for Health Equity program grant in an amount not to exceed $250,000.00 for the development of a Comprehensive Hillside Neighborhood Master Plan for the Hillside Neighborhood to implement zoning revisions for the ensure equitable redevelopment of the Brownfield Opportunity Area; and that the City Manager be and he is hereby authorized to execute all such grant application forms, contracts and documentation and take such further action as may be appropriate and necessary to accept such grant and administer the program funded thereby.

**2025 Call for Proposals**

Letter of Intent Deadline: February 6, 2025 (3 p.m. ET)

# Reimagining Land Use and Zoning for Health Equity

## BACKGROUND

The systems that the U.S. uses for regulating land use are anchored in and built on policies that were designed to intentionally maintain racial and economic segregation. The impact of those policies is not hypothetical: Land use policies continue to result in the exclusion of real families in actual communities from affordable housing, community assets, and opportunity. Land use policies can prohibit or limit the types of development that communities desire, resulting in significant health inequities. For example, laws that allow for the concentration of affordable multifamily housing in a small set of neighborhoods and allow for the concentration of polluting industry in those same neighborhoods result in differential exposure to environmental toxins along racial and economic lines. Despite the significant impact of land use regulations and zoning laws and practices, they often operate in unseen ways, outside the awareness of those most affected. That is due to both the intentional complexity of the laws and the lack of transparency of many government processes.

The Healthy Communities portfolio is working toward RWJF's Generational Goal of working with others to build Healthy and Equitable Community Conditions that allow all residents to thrive. One focus of this work is creating equitable approaches to how communities are planned, revitalized, and built. Land use and zoning are critical tools for improving community health. There are several beneficial policy tools (e.g., inclusionary zoning, by-right affordable housing, decreasing parking requirements, limiting single-family zoning) that have shown promise for building equity in some communities; and while the adoption of a single policy tool can be an important milestone and can create meaningful change, more is needed to create intergenerational, system-level change. To address and repair the continued harm and discrimination embedded in underlying community development and land use systems in the U.S., communities need to reimagine land use and zoning regulations—and the processes used to create them—as tools for reducing segregation; improving economic opportunity; increasing community-driven land uses; and ultimately protecting and improving the health and wellbeing of all residents.

RWJF envisions a future where land use regulations…

- are co-created with residents—especially those most impacted by structural racism, housing discrimination, concentrated poverty, poor neighborhood conditions, displacement, harmful environmental exposures, and racialized residential segregation;

- enable equitable community development practices that result in the resources and amenities that help communities thrive;
- are designed to increase the supply and diversity of affordable housing across a range of incomes, and result in a reduction in residential segregation and concentrated poverty;
- prevent and reduce residential, economic, and social/cultural displacement;
- foster community resilience to a range of shocks and stressors (economic, climate, health, social, political);
- discontinue and repair harmful land use practices;
- advance wellbeing and health equity and mitigate structural racism.

## THE PROGRAM

Healthy Communities seeks to provide grants to organizations and communities that are actively working to reimagine land use and zoning as tools for advancing healthy, thriving, and equitable communities. This CFP is designed to identify and support existing and ongoing work that is in the demonstration (pilot), implementation, or evaluation stage, rather than concept, startup, or initiation phases. Recognizing that systems change is long-term in nature, RWJF does not necessarily anticipate that an entire project will be completed within the grant period, but that the CFP will result in project grants that support discrete activities. Grantees may have the opportunity to network with other awardees throughout the grant period, but collaboration on project work will not be required.

Eligible project work is expected to fit into one of the following categories. Examples of possible work within each category are provided, but are not exhaustive.

- **Demonstration or Implementation—**
    - Participatory approaches to land use planning and zoning, or approaches that prioritize self-determination for communities experiencing health inequities as a result of current land use policies.
    - Education, capacity-building, and advocacy efforts with local, regional, state, tribal, or federal governments. Funds may *not* be used for lobbying or political activities.
    - Removing or replacing harmful policies and practices.
    - Implementing new land use and zoning policies and practices aimed at increasing racial and health equity.

- **Research**—Exploration of reparative land use regulation frameworks. Case-making on the relationship between land use regulations and community health, residential segregation, concentrated poverty, and other structural inequities.
- **Evaluation or Monitoring**—Assessment of recently implemented policy changes or programs.

## FUNDING DETAILS

- **Type of Award:** Awards funded under this opportunity will be structured as grants.
- **Number of Awards:** Up to 10 awards will be funded.
- **Amount of Award:** Each award will be $250,000.
- **Award Duration:** Award period will be 18 months.
- **Use of Funds:** Award funds should cover the actual costs of the project including personnel and other direct costs. If the grantee is a public charity, grant funds will also cover indirect costs to support the applicant organization's general operations. In keeping with RWJF policy, funds may *not* be used to support clinical trials of unapproved drugs or devices, to construct or renovate facilities, and for lobbying or political activities. Additional budget guidelines are provided in the online application materials.
- **Payment of Awards:** Payment of the award generally will be based upon spending against approved budgets or milestones (not invoices).

## ELIGIBILITY CRITERIA

1. There is no restriction on the type of organization that is eligible, except for the cases specified in eligibility criteria #2 (below). Preference may be shown to nonprofit 501(c)(3) public charities and governmental entities.
2. Any proposed program that (1) has—as a significant or primary focus—creating policy changes that are likely to include new legislation or budget appropriations at the federal, state, or local levels; and (2) seeks to achieve its goals, in whole or in part, through direct engagement with policymakers and/or the general public, and should:
    - have a demonstrated history of managing funds, (e.g., foundation or government) to support nonlobbying advocacy efforts;
    - have a strong previous or current relationships with legal counsel with expertise in the lobbying and political activity restrictions that apply to public charities and private foundations;

- be either public entities or nonprofit organizations that are tax-exempt under Section 501(c)(3) of the Internal Revenue Code and are not private foundations or nonfunctionally integrated Type III supporting organizations. The Foundation may require additional documentation.

3. Applicant organizations must be based in the United States or its territories.

## Selection Criteria

- Healthy Communities seeks diverse geographic, ethnic, and socioeconomic representation, including from communities experiencing structural racism, residential segregation, concentrated poverty, and other structural inequities.
- Projects must demonstrate a collaborative approach with community-based leadership or participatory approach.
- Projects should be forward-looking and solutions-oriented, and move beyond documenting disparities and toward actively addressing, repairing, or reimagining the land use systems that contributed to inequities.
- There is preference for projects that are working toward system-level approaches to land use and zoning reform and projects that have the potential to influence system-level change.
- Place-based projects are eligible, with a preference for projects that can show the relevance and applicability of the project for other communities.
- There is preference for project teams that demonstrate a strong understanding of the relationship between land use and community health.
- There is preference for projects that are in the demonstration, implementation, or evaluation (post-implementation) phases, rather than conceptual or startup phases.

## Open Access

In order to ensure RWJF-supported research is made accessible to a wide and diverse audience, grantees who publish findings in peer-reviewed publications must do so in open access journals and/or must include funds in their budgets to cover the cost of making the resulting publications open access (typically $2,000–$5,000 per manuscript). See our *Open Access policy* for more information.

## How to Apply

Applicants will be asked to submit a letter of intent (LOI) describing the proposed project. Upon review, some applicants will be invited to submit a full proposal. Please note that you will be asked to upload your letter of intent and full proposal narrative as a PDF in the online system.

Please use Arial font at size 11, with one-inch margins and single spacing. Letters of intent should not exceed four (4) pages, and the full proposal narrative should not exceed ten (10) pages.

A letter of intent should include the following information and not exceed four (4) total pages:

- Provide a brief overview of the project and how it is relevant to reimagining land use and zoning regulations, addressing the intersections of structural racism, place, and health.
- Describe the stage of the project and project activities, and how they meet the eligibility and selection criteria.
- Describe key project partners and how you are taking a collaborative and participatory approach. Describe your target audiences; Who are you trying to influence or engage? Who will benefit from your project?

For applicants invited to submit a full proposal, the proposal narrative should contain the following information and not exceed 10 total pages:

- Provide detailed information on the project and how it contributes to system-level land use and zoning regulatory reform.
- Provide detailed information on how the project addresses the intersections between structural racism, place, and health.
- Describe the broader work that the project sits within, and the overarching goals and outcomes of the work.
- Describe the discrete project activities and deliverables that RWJF funding will support.
- Describe your project team and roles, organizational qualifications, and experience with addressing structural racism, land use and zoning, health, or related fields.
- Describe your key external (outside of the project team) partners and audiences. Who is the project trying to influence/engage? Who will benefit from your project? How does the project team work with community members and decisionmakers?
- Timeline of key activities related to objectives and milestones related to implementation and impact.
- A budget and budget narrative that reflects program activities and responsibilities, outlines how resources are allocated for major benchmarks, and demonstrates commitment to responsible stewardship of funds.

Optional:

- An optional applicant webinar will be hosted by RWJF on **January 24 at 1:00 p.m. ET.** Prospective applicants will be able to ask questions, which will be answered live or after the webinar.

- During the review process prior to award notifications, some applicants may be **contacted via email to set up a 30-minute phone conversation to answer follow-up** questions from the RWJF team regarding the proposal. A phone call or absence of a phone call does not indicate chances of an award.

Proposals for this solicitation must be submitted via the RWJF online system. Visit *www.rwjf.org/cfp/LUZ* and use the "Apply Online" link. If you have not already done so, you will be required to register at *my.rwjf.org* before you begin the proposal process.

There are two phases in the competitive proposal process:

*Phase 1: Letters of Intent:*

Applicants must submit a letter of intent of no more than four pages that describes the project.

*Phase 2: Full Proposals:*

Selected Phase 1 applicants will be invited to submit a full proposal of no more than 10 pages accompanied by a detailed budget, budget narrative, and additional information.

Please direct inquiries to:

Chloe Gurin-Sands, *program officer*
Email: *cgurin-sands@rwjf.org*

All applicants should log in to the system and familiarize themselves with online submission requirements well before the final submission deadline. Staff may not be able to assist all applicants in the final 24 hours before the submission deadline.

RWJF does not provide individual critiques of proposals submitted.

## Program Direction

Responsible staff members at the Robert Wood Johnson Foundation are:

Chloe Gurin-Sands, MPH, *program officer*

James Hardy, MPH, *senior program officer*

Chloé Nuñez, MPH, *program associate*

Christine Phares, *program financial analyst*

## Key Dates and Deadlines

- **January 24, 2025 (1 p.m. ET)**
  Optional applicant webinar. Registration is required through *this link*.

- **February 6, 2025 (3 p.m. ET)**
  Deadline for receipt of letters of intent submitted online.*

- **March 18, 2025**
  Invitations sent to submit full proposals (to select applicants).

- **April 15, 2025 (3 p.m. ET)**
  Deadline for receipt of full proposals submitted online.*

- **July 1, 2025**
  Grants begin.

### Applicant Deadline Policy

*All proposals for this solicitation must be submitted via the RWJF online system. Visit *www.rwjf.org/cfp/LUZ* and use the "Apply Online" link. If you have not already done so, you will be required to register at *my.rwjf.org* before you begin the proposal process.

All applicants should log in to the system and familiarize themselves with online proposal requirements well before the final submission deadline. Please note that, in the 24-hour period leading up to the proposal deadline, staff may not be able to assist all applicants with any system-related issues. Therefore, we encourage you to submit your proposal well before the deadline so that any unforeseen difficulties or technical problems may be addressed in advance.

**Late submissions will not be accepted for any reason.** While late submissions will not be accepted, RWJF may choose, at its sole discretion, to extend the proposal deadline for all applicants. Such extensions generally will be granted only in the event of (1) a verified issue with the RWJF proposal system that prevented completion and submission of proposals; or (2) a disaster, emergency, or significant internet outage that affects one or more regions. For purposes of this policy, a region is generally considered to be one or more states. RWJF strives to give all applicants any support needed to successfully submit their proposal prior to the deadline. Submission is defined as all sections completed, marked "Finished," the proposal "Submit" button used, and the proposal status shows "Submitted." If the deadline is extended for any reason, the extension will be posted on the funding opportunity page at *www.rwjf.org*. In addition, an email will be sent to all individuals that have started a proposal in the RWJF online system.

## Evaluation and Monitoring

Grantees are expected to meet RWJF requirements for the submission of narrative and financial reports, as well as periodic information needed for overall project performance monitoring and management. We may ask project directors to participate in periodic meetings and give progress reports on their grants. At the close of each grant, the grantee is expected to provide a written report on the project and its findings suitable for wide dissemination.

## Our Equity, Diversity, and Inclusion Commitment

The Robert Wood Johnson Foundation is committed to building a Culture of Health that provides everyone in America a fair and just opportunity for health and wellbeing. Achieving this goal requires focus on equity, diversity, and inclusion. To that end, we are committed to fostering diverse perspectives. We recognize that individuals' perspectives are shaped by a host of factors, such as their race, ethnicity, gender, physical and mental ability, age, socioeconomic status, gender identity and expression, sexual orientation, familial status, education, religion, legal status, military service, political affiliation, geography, and other personal and professional experiences.

We know that the presence of diverse perspectives alone is not sufficient. Therefore, we also are committed to creating inclusive environments where all individuals are encouraged to share their perspectives and experiences. We believe that only through valuing our differences and similarities, and remaining vigilant in advancing equity, will we be able to maintain an equitable workplace and actively pursue equity in all aspects of our work. We commit to being continuous learners and working alongside others to cultivate equity, diversity, and inclusion.

# ABOUT THE ROBERT WOOD JOHNSON FOUNDATION

RWJF is a leading national philanthropy dedicated to taking bold leaps to transform health in our lifetime. To get there, we must work to dismantle structural racism and other barriers to health. Through funding, convening, advocacy, and evidence-building, we work side-by-side with communities, practitioners, and institutions to achieve health equity faster and pave the way, together, to a future where health is no longer a privilege, but a right. For more information, visit *rwjf.org*.

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**RESOLUTION NO.: __40____ - 2025**

**OF**

**FEBRUARY 24, 2025**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT DONATIONS TO THE CITY OF NEWBURGH'S 2025 RECREATION PROGRAMS**

**WHEREAS,** the City of Newburgh Recreation Department administers numerous programs and activities; and

**WHEREAS,** potential participants may not have the means to pay the registration fees and costs for attending such recreation programs creating a bar to participation; and

**WHEREAS,** the City Council wishes to accept donations to offset the fees and costs of the of such recreation programs to assist potential participants in need who might not otherwise be able to enroll; and

**WHEREAS,** this Council has determined that accepting such donations is in the best interests of the City of Newburgh and it's youth;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept donations to offset the fees and costs of City of Newburgh Recreation Department 2025 programs, with the particular thanks of this Council on behalf of itself and of the residents of the City of Newburgh.