City of Newburgh Council Work Session
Sesion de trabajo del Concejal de la Ciudad de Newburgh
August 7, 2025
6:00 PM

Work Session Presentations/ Presentaciones de la Session de Trabajo

1. Presentation on Guaranteed Basic Income Program
   Presentación sobre el programa de ingreso mínimo garantizado

2. 191 Washington Street Project Presentation
   Presentación del proyecto de 191 Washington Street

Engineering/Ingeniería

3. Delano-Hitch Aquatic Facility - Change Order No. 2 with J&J Sass Electric, Inc.

   Resolution authorizing Change Order No. 2 to the electrical construction contract with J & J Sass Electric, Inc. for the Delano-Hitch Recreation Park Aquatic Center Improvements Project

   Resolución que autoriza la Orden de Cambio No. 2 al contrato de construcción eléctrica con J & J Sass Electric, Inc. para el Proyecto de Mejoras del Centro Acuático del Parque Recreativo Delano-Hitch

4. Proposal with Ryan Biggs Clark Davis for Concrete Evaluation at the Drinking Water Filtration Plant

   Resolution accepting a proposal and authorizing the City Manager to execute a contract with Ryan Biggs Clark Davis Engineering & Surveying, D.P.C. for professional engineering services for a concrete condition assessment at the Water Filtration Plant in the amount of $24,000.00

   Resolución que acepta una propuesta y autoriza al Gerente de la Ciudad a ejecutar un contrato con Ryan Biggs Clark Davis Engineering & Surveying, D.P.C. para servicios profesionales de ingeniería para una evaluación del estado del concreto en la planta de filtración de agua por un monto de $24,000.00

5. South Interceptor Sewer (LTCP) Project - Bond Resolution

   Bond Resolution of the City of Newburgh, New York, adopted August 11, 2025, authorizing financing for the South Interceptor Sewer Improvement Project, stating the estimated total cost thereof is $15,800,000, appropriating said amount therefor and authorizing the issuance of $15,800,000 Bonds to

finance said appropriation and the application of any grant funds received or expected to be received from the United States of America, the State of New York or from any other source to be expended towards the cost of said object or purpose or redemption of the City's obligations issued therefor, or to be budgeted as an offset to the taxes for the payment of the principal of and interest on said Bonds

Resolución de Bonos de la Ciudad de Newburgh, Nueva York, adoptada el 11 de agosto de 2025, autorizando la financiación del Proyecto de Mejoramiento de Alcantarillas del Interceptor Sur, declarando el costo estimado total de $15,800,000, apropiando dicha cantidad y autorizando la emisión de bonos de $15,800,000 para financiar dicha apropiación y la aplicación de cualquier fondo de subvención recibido o que se espere recibir de los Estados Unidos de América, el Estado de Nueva York o cualquier otra fuente, para ser utilizados para el costo de dicho objetivo o propósito o redención de las obligaciones de la ciudad emitidos por lo tanto, o para ser presupuestados como compensación de impuestos para el pago del principal y los intereses sobre dichos bonos.

6. WIIA Grant Application - South Interceptor Sewer Improvements (LTCP) Project

   Resolution authorizing the City Manager to apply for and accept if awarded a New York State Environmental Facilities Corporation Water Infrastructure Improvement Program Grant not to exceed $25,000,000.00 with a 25% match for the design and construction of the Long Term Control Plan Phase V South Interceptor Sewer Improvements Project

   Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar, si se le otorga, una subvención del Programa de Mejoramiento de la Infraestructura de Agua de la Corporación de Instalaciones Ambientales del Estado de Nueva York, que no exceda los $25,000,000.00, con una contrapartida del 25 % para el diseño y la construcción del Plan de Control a Largo Plazo, Fase V, del Proyecto de Mejoramiento de Alcantarillado Interceptor Sur

7. Holden Dam Removal - Riverkeeper Memorandum of Agreement

   Resolution authorizing the City Manager to execute a Memorandum of Agreement with Riverkeeper, Inc. for the Holden Dam Removal Project

   Resolución que autoriza al Gerente de la Ciudad a ejecutar un Memorando de Acuerdo con Riverkeeper, Inc. para el Proyecto de Remoción de la Presa Holden

8. Holden Dam Removal - Riverkeeper License and Access Agreement

   Resolution authorizing the City Manager to execute a License and Access Agreement with Riverkeeper, Inc. and its contracted agents for access to City Owned property in connection with the Holden Dam Removal Project

Resolución que autoriza al Gerente de la Ciudad a ejecutar un Acuerdo de Licencia y Acceso con Riverkeeper, Inc. y sus agentes contratados para el acceso a la propiedad de la ciudad en relación con el Proyecto de Remoción de la Presa Holden

9. Walsh Road Bridge Replacement - Railroad Protective Liability Insurance

   Resolution approving a Railroad Protective Liability Insurance Policy for the Replacement of the Walsh Road Bridge (BIN 2223620/PIN#8761.40)

   Resolución que aprueba una póliza de seguro de responsabilidad civil de protección ferroviaria para el reemplazo del puente de Walsh Road (BIN 2223620/PIN#8761.40

Finance/Finanza

10. Cash Management Services Master Agreement with KeyBank

    Resolution authorizing the City Manager to execute a Cash Management Services Master Agreement with KeyBank National Association

    Resolución que autoriza al Gerente de la Ciudad a firmar un Acuerdo Maestro de Servicios de Administración de Efectivo con KeyBank National Association

11. TD Bank, National Association - Fiscal Agent

    Resolution of the City of Newburgh, New York, adopted August 11, 2025, appointing TD Bank, National Association to serve as Fiscal Agent for bonds and notes issues of the City

    Resolución de la Ciudad de Newburgh, Nueva York, adoptada el 11 de agosto de 2025, nombrando a TD Bank, National Association para servir como Agente Fiscal para las emisiones de bonos y pagarés de la Ciudad

12. Award of RFP #8.25 to Shamrock Shows, Inc. for Carnival Rides, Concessions, and Amusements - International Festival

    Resolution authorizing the award of a bid and execution of a contract with Shamrock Shows, Inc. for carnival rides, attractions and concessions at the City of Newburgh Annual International Festival

    Resolución autorizando una licitación y la ejecucion de un contrato con Shamrock Shows, Inc. para juegos, concesiones, y diversiones en el Festival Internacional Anual de la Ciudad de Newburgh

13. Fireworks Display Contract with Starfire Corporation - International Festival

    Resolution authorizing the City Manager to accept a proposal and execute a contract with Starfire Corporation to provide a fireworks display at the City of Newburgh Annual International Festival for the amount of $16,000.00

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un contrato con Starfire Corporation para proporcionar un espectáculo de fuegos artificiales en el Festival Internacional Anual de la Ciudad de Newburgh por el monto de $16,000.00

14. Natural Gas Services Agreement - Gas Bid Award

    Resolution to authorize the award of a bid and the execution of a contract for gas supply to the City of Newburgh for the best value term to the lowest responsible bidder

    Resolución que autoriza la adjudicación de una licitación y la ejecución de un contrato con el licitador responsable más bajo para el suministro de gas a la Ciudad de Newburgh por un período de invierno -- la oferta más baja se actualizará el 11 de agosto de 2025 para la opción del mejor precio

15. Refreshment Policy, Procedure & Form

    Resolution adopting the City of Newburgh Refreshment Policy and Procedure

    Resolución que adopta la Política y el Procedimiento de Alimentos y Refrescos de la Ciudad de Newburgh

Planning and Economic Development/Planificación y Desarrollo Económico

16. 143 Washington Street - Release of Restrictive Covenants

    Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-Entry from a deed issued to Edward F. Johnston, Jr. to the premises known as 139-141 Washington Street (n/k/a 143 Washington Street) (Section 39, Block 2, Lot 11)

    Resolución que autoriza la ejecución de una Liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a Edward F. Johnston, Jr. a las instalaciones conocidas como 139-141 Washington Street (ahora 143 Washington Street) (Sección 39, Bloque 2, Lote 11)

17. CDBG Use and Compliance

    Uso y cumplimiento de los fondos CDBG

18. Lighting of the African American Burial Ground: Discussion Only

    Iluminación del cementerio afroamericano: solo discusión

Grants/Contracts/Agreements / Becas /Contratos/Convenios

19. Verizon of New York Inc. cable franchise agreement renewal

    Resolution of the City Council of the City of Newburgh approving a cable franchise agreement renewal with Verizon of New York Inc.

Resolución del Concejo Municipal de la Ciudad de Newburgh que aprueba la renovación de un acuerdo de franquicia de cable con Verizon of New York Inc.

20. DCJS Gun Buyback Program $50,000

    Resolution authorizing the City Manager to accept a SFY 2025-2026 New York State Legislative Initiative Grant through the New York State Division of Criminal Justice Services from Assembly Member Jonathan Jacobson in the amount of $50,000.00 for a City of Newburgh Police Department Gun Buyback Program

    Resolución que autoriza al Gerente de la Ciudad a aceptar una subvención de la Iniciativa Legislativa del Estado de Nueva York para el año fiscal 2025-2026 a través de la División de Servicios de Justicia Criminal del Estado de Nueva York del miembro de la Asamblea Jonathan Jacobson por la cantidad de $50,000.00 para un programa de recompra de armas del Departamento de Policía de la Ciudad de Newburgh

Recreation/ Recreación

21. 2025 Personnel Book Amendment

    Resolution amending the 2025 Personnel Analysis Book to add one Laborer position on a temporary basis in the Recreation Department

    Resolución que enmienda el Libro de Análisis de Personal 2025 para añadir un puesto de obrero temporal en el Departamento de Recreación

Boards and Commissions/Juntas y Comisiones

22. Dissolution of the City of Newburgh Local Development Corporation

    Resolution of the City Council of the City of Newburgh to approve measures for the dissolution of the City of Newburgh Local Development Corporation

    Resolución del Concejo Municipal de la Ciudad de Newburgh para aprobar medidas para la disolución de la Corporación de Desarrollo Local de la Ciudad de Newburgh

Executive Session/ Sesión Ejecutiva

23. Proposed, pending or current litigation

    Litigio propuesto, pendiente o actual

24. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation

El historial médico, financiero, crediticio o laboral de una persona o corporación en particular, o asuntos que conduzcan al nombramiento, empleo, promoción, degradación, disciplina, suspensión, despido o remoción de una persona o corporación en particular

RESOLUTION NO.: _____ - 2025

OF

AUGUST 11, 2025

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 2 TO THE ELECTRICAL CONSTRUCTION CONTRACT WITH J & J SASS ELECTRIC, INC. FOR THE DELANO-HITCH RECREATION PARK AQUATIC CENTER IMPROVEMENTS PROJECT

WHEREAS, by Resolution No. 3-2024 of January 8, 2024, the City Council of the City of Newburgh, New York awarded a bid to J & J Sass Electric, Inc. in the total amount of $835,000.00 for the electrical construction of the Delano-Hitch Recreation Park Aquatic Center Improvements Project; and

WHEREAS, contract changes include additional costs in the amount of $22,783.64 associated with electrical work not contemplated in the original contract; and

WHEREAS, J & J Sass Electric, Inc. has submitted Change Order No. 2 to include the costs and expenses for the additional work with the funding for the contract increase derived from budget lines A.7181.0205 and A.7181.0208; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute Change Order No. 2 with to J & J Sass Electric, Inc. for the Delano-Hitch Recreation Park Aquatic Center Improvements Project.

AIA® Document G731™ – 2019

Change Order, Construction Manager as Adviser Edition

PROJECT: *(name and address)*
Delano-Hitch Recreation Park Aquatic Center Improvements
375 Washington Street,
Newburgh, NY 12550

CONTRACT INFORMATION:
Contract For: General Construction
Date: 03-08-2024

CHANGE ORDER INFORMATION:
Change Order Number: CO-EC-002
Date: 07-31-2025

OWNER: *(name and address)*
City of Newburgh
83 Broadway
Newburgh, NY 12550

ARCHITECT: *(name and address)*
CPL Architecture, Engineering, Planning

26 IBM Road
Poughkeepsie, NY 12601

CONTRACTOR: *(name and address)*
J&J Sass Electric, Inc.
30 Grand Street - PO Box 1910
Kingston, NY 12402

CONSTRUCTION MANAGER: *(name and address)*
Arcadis
44 S Broadway #1200
White Plains, NY 10601

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

See attached change order proposals

The original Contract Sum was	$	835,000.00
Net change by previously authorized Change Orders	$	19,091.00
The Contract Sum prior to this Change Order was	$	854,091.00
The Contract Sum will be increased by this Change Order in the amount of	$	22,783.64
The new Contract Sum including this Change Order will be	$	876,874.64

The Contract time will be unchanged by Zero(0) days.
The Contractor's Work shall be substantially complete on .

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

ARCHITECT *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
BY: CPL	BY: Arcadis
(Printed name, title, and license number if required)	*(Printed name and title)*
Date	*Date*

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User Notes: (687f92c3494982dd47c2b858)

CONTRACTOR *(Signature)*

BY: J&J Sass Electric, Inc.
(Printed name and title)

Date

OWNER *(Signature)*

BY: City of Newburgh
(Printed name and title)

Date

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User Notes: (687f92c3494982dd47c2b858)

J&S SASS ELECTRIC, INC.

30 Grand Street- P.O. Box 1910
Kingston, New York 12402
Ph (845) 331-8666 Fx (845) 331-3176

DATE: 1-23-2025

SUBMITTED TO: Mr. Jonathan Dirocco
JOB NAME: Delano Hitch Aquatic Center
JOB LOCATION: Newburgh, NY
PCO No.3

Provide disconnect switches for mechanical equipment not included in electrical contract.
Includes (1) 200amp Nema 3r disconnect for WH-2, (1) 100amp disconnect for WH-1, (1) manual motor switch each for Surge pit pump, RP-1, and RP-2. All others not listed are not included and figured as being provided by others.

Exceptions:
Taxes
Overtime

Clarifications:

Material: $1,541.89
Labor: ($120.45) x0 = $0
($104.75) x0 = $0

Equipment: $0
Total: $1,541.89
OH@15%: $231.28
Total: $1,773.17
Bond: $17.73
Total: $1,790.90

Grand Total: $1,791.00

Indicate status below and return fax to us as soon as possible.
Please note that work will not proceed until we receive this acknowledgement.

_____ Proceed with the above noted work. Signed: _____ ___/___/___
_____ Do not proceed with the above work at this time. Signed:_____ ___/___/___

Thank-you,
Salvatore A. Incorvaia

Vice President

Shopping Cart (4)

Product | Search your cart



Square D DU323 Safety Switch Not-Fusible 100A 240V NEMA-1 3P , Single Throw

Manufacturer: **Square-D / Schneider**
Catalog #: **DU323**
Cooper Electric Part #: **96695**
Add Comment

19 available for delivery
Order by **5:00pm** ET for delivery tomorrow

2 available at **Ocean**

Check another branch

Quantity	Price	Ext. Price
1 ea	$477.00/ea	$477.00



Siemens HNF364R 240/480/600 VAC 250/600 VDC 200 Amp 3-Pole 3-Wire NEMA 3R Heavy Duty Non-Fusible Safety Switch

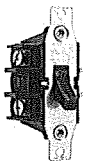
Manufacturer: **Siemens**
Catalog #: **HNF364R**
Cooper Electric Part #: **1089**
Add Comment

5 available for delivery
Order by **5:00pm** ET for delivery tomorrow

Not Available for Pickup at **Ocean**

Check another branch

Quantity	Price	Ext. Price
1 ea	$830.59/ea	$830.59



Pass & Seymour 7802-MD 30A 600VAC 2-Pole Single Phase Manual Controller

Manufacturer: **Pass & Seymour / Legrand**
Catalog #: **7802MD**
Cooper Electric Part #: **1021235**
Add Comment

112 available for delivery
Order by **5:00pm** ET for delivery tomorrow

Not Available for Pickup at **Ocean**

Check another branch

Quantity	Price	Ext. Price
1 ea	$63.10/ea	$63.10

x 3 = 189.30



Square D 2510FL1 Padlock Provision Manual Starter Handle Guard Kit

Manufacturer: **Square-D / Schneider**
Catalog #: **2510FL1**
Cooper Electric Part #: **99882**
Add Comment

82 available for delivery
Order by **5:00pm** ET for delivery tomorrow

Not Available for Pickup at **Ocean**

Check another branch

Quantity	Price	Ext. Price
1 ea	$15.00/ea	$15.00

x3 = $45.00

Enter promo code here | APPLY

Subtotal: **$1,385.69**

$1,541.89

Quick Entry

Enter product part# | Qty | ADD

What is this?

EMPTY CART | CHECK OUT

S&S ELECTRIC, INC.

30 Grand Street- P.O. Box 1910
Kingston, New York 12402
Ph (845) 331-8666 Fx (845) 331-3176

DATE: 1-23-2025

SUBMITTED TO: Mr. Jonathan Dirocco
JOB NAME: Delano Hitch Aquatic Center
JOB LOCATION: Newburgh, NY
PCO No.4

Provide labor and material associated with repurposing (4) dedicated circuits originally for soap dispensers to feed new hand dryers. Includes working with masons to install recessed conduits where masonry walls were not already built and also includes drilling block and snaking hand dryer feeds where masonry walls were already built. Labor and materials necessary for re-work is considered a wash. This proposal only includes the cost to supply the (4) new hand dryers.

Exceptions:
Taxes
Overtime

Clarifications:

Material: $2,380.00
Labor: ($120.45) x0 = $0
($104.75) x0 = $0

Equipment: $0
Total: $2,380.00
OH@15%: $357.00
Total: $2,737.00
Bond: $27.37
Total: $2,764.37

Grand Total: $2,764.00

Indicate status below and return fax to us as soon as possible.
Please note that work will not proceed until we receive this acknowledgement.

_____ Proceed with the above noted work. Signed:_____ ___/___/___
_____ Do not proceed with the above work at this time. Signed:_____ ___/___/___

Thank-you,
Salvatore A. Incorvaia

Vice President

Excel TA-ABS-H ThinAir® High-Efficiency Hand Dryer with Electrostatic (eHEPA®) Filter and White ABS Cover - 110/120V, 950W

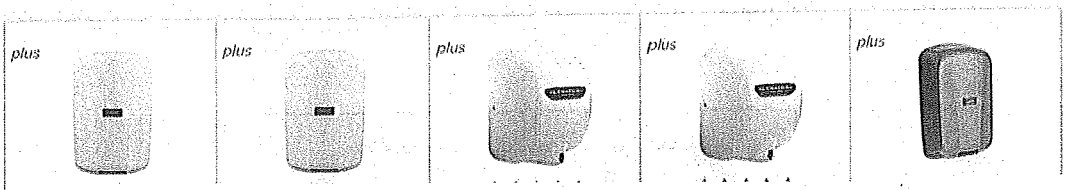
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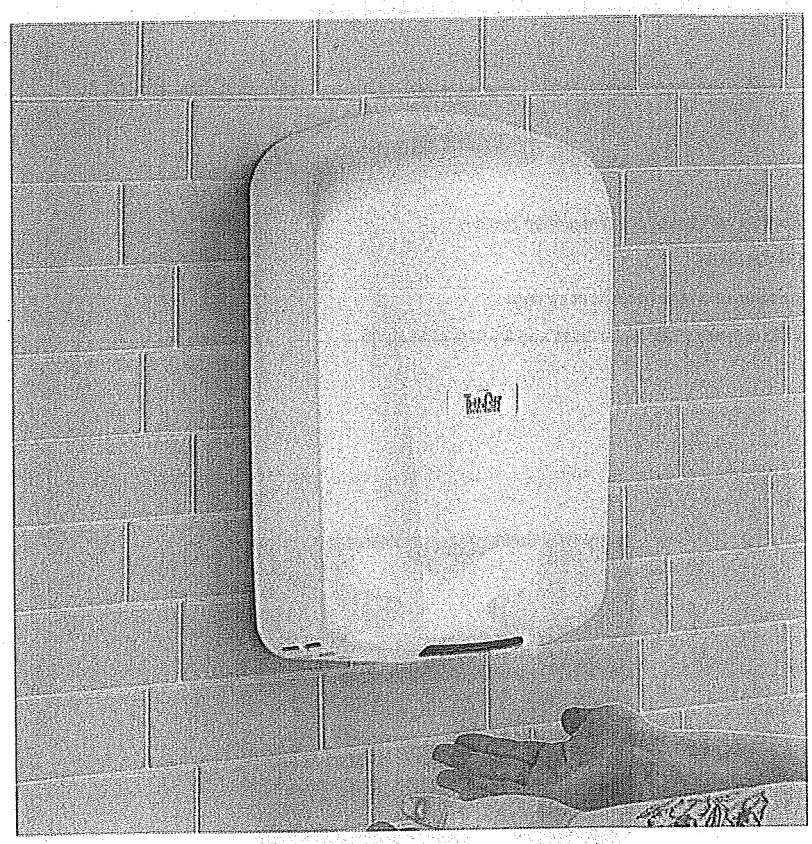
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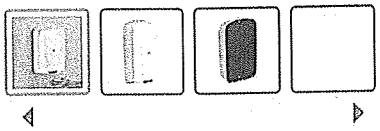
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Credit Key

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30 Grand Street- P.O. Box 1910
Kingston, New York 12402
Ph (845) 331-8666 Fx (845) 331-3176

DATE: 4-17-2025

SUBMITTED TO: Mr. Jonathan Dirocco
JOB NAME: Delano Hitch Aquatic Center
JOB LOCATION: Newburgh, NY
PCO No.5

Provide labor and material associated with providing and installing cellular dialer necessary for fire alarm system to dial out.

Exceptions:
Taxes
Overtime

Clarifications:
Includes first year monitoring service

Material: $395.00
Labor: ($123.45) x2 = $246.90
($104.75) x0 = $0

Equipment: $0
Total: $641.90
OH@15%: $96.29
Total: $738.19
Bond: $8.12
Total: $746.31

Grand Total: 746.00

Indicate status below and return fax to us as soon as possible.
Please note that work will not proceed until we receive this acknowledgement.
_____ Proceed with the above noted work. Signed: _____ ___/___/___
_____ Do not proceed with the above work at this time. Signed:_____ ___/___/___

Thank-you,
Salvatore A. Incorvaia

Vice President

Fire Security & Sound Systems, LLC.

4 Avis Drive
Latham, New York 12110
Tel 518.250.4364 Fax 518.250.4365
www.firesecuritysound.com

To: J & & Sass Electric **Sales Team:** Ian Reilly / Steve Herring / Roy A. Yannes

Attn: **Sal** **Email:** IanReilly@firesecuritysound.com

Quote #: **Date:** April 10, 2025

Re: Delano Hitch – Dialer

We are pleased to submit the following quotation for your review. Our price does not include standard boxes, pipe, wire or installation.

Cellular Dialer (EST): 1 Cellular Dialer

Total Price is: $395.00 (plus any appl. taxes)

Note: Yearly Monitoring not included in the above quotation

The above price includes submittals, demonstration, supervision of final connections of control equipment and assisting in testing the system. It does not include tax, installation, engineered stamped drawings, permits or fees of any kind. Our terms are net 30 days with approved credit. Our proposal is subject to the attached terms and conditions.

This quotation will only be valid for 30 days. Equipment for projects should be released as soon as possible to mitigate delays in product allocation.

Working together as a team to achieve common goals.
We appreciate your business.

Solutions Agreement

This Solutions Agreement (the "Solution Agreement" or "Agreement") is made and entered into by and between Fire, Security & Sound Systems, a New York LLC, (the "Company"), an independent wholly owned subsidiary of Sciens Building Solutions, LLC, and _____, a [state + entity type] ("Customer" and together with Company, the "Parties", and each individually a "Party").

1. **Scope of Work**

   The Company shall perform the work as specified in the proposal attached as Exhibit A (the "Work").

2. **Term of the Contract.**

   a) Term. This Agreement shall be effective from the last date signed below until the Work is completed by the Company and accepted by the Customer.

   b) Termination without Cause. Either Party may terminate this Agreement at any time, without cause, by providing the other Party with thirty (30) days prior written notice.

   c) Termination for Cause. Each Party may terminate this Agreement or the specific Work under this Agreement with cause by giving the other Party prior written notice and the opportunity to cure. After a Party issues a notice of termination for cause, the other Party has forty-eight (48) hours to respond to the notice and initiate the steps necessary to address the breach or default. If such breach or default is not substantially cured within a reasonable time after the notice date, this Agreement shall be terminated immediately.

   d) Termination for Bankruptcy. Either Party may terminate this Agreement or the specific Work under this Agreement immediately by giving written notice to the other Party in the event of (a) the liquidation or insolvency of the other Party, (b) an assignment by the other Party for the benefit of its creditors, or (c) commencement of any proceeding by or against the other Party in bankruptcy or seeking composition, extension, or readjustment of all or substantially all of such other Party's obligations, or reorganization, dissolution, liquidation, winding-up arrangement, or any other relief under any bankruptcy, insolvency, reorganization, or other similar applicable law of any jurisdiction.

   e) Termination Effect. Except when this Agreement is terminated due to the Company's breach, Customer shall promptly pay for the Work performed by the Company up to the date of termination.

3. **Change Order.**

   Any changes made to the Work must be through written change order signed by both Parties. The Company shall submit the claim for the addition to, or deduction from, the Fee or time to complete the Work to the Customer, with all documentation necessary to substantiate such claim. If the Customer and the Company cannot agree on the amount of the addition or deletion, the Company shall only perform the unchanged Work and the Customer shall pay for the unchanged Work performed. The Company reserves the right to not perform the changed Work until both Parties have reached an agreement on the amount of the addition or deletion in the Fee or time.

4. **Delay.**

   If the Company fails to maintain the schedule for any of the Work, it shall, at its own costs, accelerate its work schedule until the Work is in accordance with the schedule. Should the Company be delayed in the performance of Work by the act, neglect or default of the Customer or any other third party, or by other causes for which the Company is not responsible, then the Company shall be entitled to extra compensation and/or extension of time by submitting written claims to the Customer as soon as reasonably possible upon such delay. If, through no act or fault of the Company, suspensions, delays or interruptions of the Work aggregate more than 100 percent of the number of days scheduled for completion, or 60 days in any 365-day period, whichever is less, the Company reserves the right to terminate such Work with written notice if both Parties fail to reach an agreement on updated schedule and/or additional compensation within a reasonable timeframe.

5. **Subcontract.** The Company shall only employ subcontractors who are duly licensed and qualified to perform the work consistent with the terms specified in Exhibit A. The Company agrees that each subcontractor shall be fully bound in the same manner as the Company is bound to this Agreement, to the extent applicable to subcontractor's scope of work. The Company assumes responsibility to the Customer for the proper performance of the work of subcontractors and any acts and omissions in connection with performance. Nothing in this Agreement is intended or deemed to create any legal or contractual relationship between Customer and subcontractor, including but not limited to any third-party beneficiary rights.

6. **Insurance.**

   The Company will be responsible for obtaining adequate insurance coverages. Certificates of Insurance will be provided to the Customer upon request.

7. **Fee and Payment.**

   a) Fee. The Customer agrees to pay the fee set forth in Exhibit "A" (the "Fee") in accordance with the payment method set forth in Section 7(b) of this Agreement.

   b) Invoice and Payment. Unless otherwise agreed in writing by both parties, the Company shall submit a monthly invoice for Work performed during the prior month. Payment shall be due within thirty (30) days of the date of invoice. Any payments past due more than ten (10) days shall be subject to interest of one and one-half percent (1.5%) per month or the highest rate allowed by law, starting from the due date to the date of payment. Customer shall also be responsible for any attorney fees and/or collections fees incurred by the Company in collecting any past due amounts and interest.

   c) Payment Dispute. If the Customer wishes to dispute any portion of an invoice, the Customer shall notify the Company in writing within five (5) days of the date of the invoice. The Customer shall identify the specific cause of the dispute and shall pay when due that portion of the invoice not in dispute. The Company and Customer shall work together in good faith to resolve any disputes as soon as reasonably possible. If necessary, the Company shall issue a revised

invoice, and Customer shall pay to the Company in accordance with such revised invoice. The Company reserves the right to stop the performance on any or all of the Work until the dispute is resolved. Failure to notify the Company for any payment dispute within the required timeframe will be deemed as the Customer's agreement and acceptance to the amount and terms set forth in the invoice.

8. **Warranty.**

a) Warranties by Both Parties. Each Party represents and warrants to the other that: (a) this Agreement has been duly executed and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such Party's execution or performance of this Agreement; and (c) the execution, delivery, and performance of this Agreement does not violate applicable laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

b) Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THE LIMITED WARRANTY IN THIS SECTION, THE COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE WORK, GOODS AND ALL MATERIALS, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE.

c) Limited Warranty by the Company. The Company guarantees the goods, material, supplies and/or equipment used in connection with the Work for a period of one (1) year upon completion. The Company shall repair and/or replace any defect found in its work, materials, supplies and/or equipment during such period.

d) Warranty Coverage Exceptions. The Limited Warranty does not cover any problem that is caused by (a) accident, abuse, neglect, shock, electrostatic discharge, degaussing, heat or humidity beyond product specifications, improper installation, operation, maintenance or modification; or (b) any misuse contrary to the instructions in the user manual, safety guidelines, and quick start guides; or (c) lost passwords; or (d) malfunctions caused by other equipment.

9. **Limitation of Liability.**

IN NO EVENT SHALL THE COMPANY BE LIABLE TO THE CUSTOMER FOR ANY DIRECT, LIQUIDATED, CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY THE COMPANY OR COULD HAVE BEEN REASONABLY FORESEEN BY THE COMPANY, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL THE COMPANY' LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNTS PAID BY CUSTOMER TO THE COMPANY UNDER THIS AGREEMENT FOR THE WORK.

10. **Indemnification.**

Each Party agrees to indemnify, defend, and hold harmless the other Party and its affiliates and their directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, suits, actions, demands, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with (a) any negligent, reckless or intentionally wrongful act of the indemnifying Party and/or its employees, contractors or agents, (b) any breach by the indemnifying Party and/or its employees, contractors or agents of any of the covenants contained in this Agreement to the extent caused by or arising out of the misconduct and active negligence of the indemnifying party.

11. **Confidential Information.**

a) Confidential Information. Confidential Information shall mean any information disclosed by either Party (the "Discloser") to the other Party (the "Recipient"), whether orally or in writing, that is designated as confidential or is otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure under this Agreement or by the nature of the information itself. Confidential Information includes this Agreement and its terms, related discussions and negotiations, any and all products or services used in completing the Work, business and marketing plans, forecasts, finance matters, technology and technical information, product plans and designs, and business processes disclosed by either Party.

b) Non-Use and non-disclosure. Unless otherwise approved by the Discloser in writing, the Recipient shall not use the Confidential Information for any purposes outside the scope of this Agreement, and shall not disclose any Confidential Information to its employees or any third party other than those who have a need to know for purposes consistent with this Agreement and who have signed confidentiality agreements with the Recipient containing protections no less stringent than those herein. Recipient shall not reverse engineer, disassemble or decompile any samples, prototypes, software or other tangible objects that embody the Confidential Information provided by the Discloser to the Recipient except with the express written authorization from the Discloser. Recipient acknowledges and agrees that any unauthorized disclosure or use by the Recipient, whether intentional or unintentional, of any of the Confidential Information shall be detrimental to the Discloser. The obligation of confidentiality will expire five (5) years from the date hereof or the date of termination for any agreement, whichever is later. Upon the expiration or termination of this Agreement, each Party shall, upon request or mutual agreement, destroy or deliver to the other all Confidential Information of the other Party that it has in its possession or control. If requested, Recipient agrees to sign a certification verifying that all Confidential Information received from the Discloser and its agents has been destroyed or returned.

c) Exceptions. Confidential Information shall not include any information disclosed or made available to the Recipient which (a) prior to its disclosure by the Discloser, is already lawfully and rightfully known by or available to the Recipient, (b) through no breach of this Agreement by the Recipient is or hereafter becomes generally available to the public, (c) is developed by the Recipient independently without use of or reference to the Confidential Information, (d) is lawfully received by the Recipient from a third party without restriction and without breach of this Agreement or any other agreement, or (e) is approved for public release or use by written authorization of the Discloser.

d) Compelled Disclosures. If the Recipient becomes legally compelled to disclose any Confidential Information, other than pursuant to a confidentiality agreement, the Recipient will provide the Discloser prompt written notice, if legally permissible, and will use its best efforts to assist the Discloser in seeking a protective order or other appropriate remedies.

e) Other Agreements. The Parties may enter into separate non-disclosure agreements governing the protection of the Confidential Information. To the extent the terms in such separate non-disclosure agreements are more restrictive than the terms of this Agreement, the more restrictive terms will control for the disclosure.

12. **Independent Contractor.**

The Parties shall be and act as independent contractors in the performance of this Agreement. This Agreement shall not be interpreted or construed as creating or evidencing any agency, association, joint venture, partnership or franchise between the Parties. Neither Party may represent to anyone that it is an agent of the other Party or is otherwise authorized to bind or commit the other Party in any way without such other Party's prior written consent. At no time shall either Party make commitments or incur any charges or expenses for or in the name of the other Party.

13. **Assignment.**

Neither this Agreement nor any right, interest or obligation hereunder may be assigned by the Customer without prior written consent from the Company. Any purported assignment by the Customer without prior written consent shall be null and void. The Company reserves the right to assign this Agreement without the prior written consent of the Customer.

14. **Severability.**

If, for any reason, any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be enforced to the extent possible. In such case, this Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting therefor another provision that is valid, legal and enforceable so as to materially effectuate the Parties' intent.

15. **Notice.**

Each notice or other communication to be given under this Agreement ("Notice") shall be in writing and be given by personal delivery, by facsimile or electronic mail with confirmed receipt, or by a reputable overnight courier with confirmed receipt to the addressee designated for the purpose by the addressee to the other Party. The initial facsimile number, addresses, and relevant person or office holder of each Party as follows:

(a) In the case of the Customer:

Address:

Email:

Facsimile:

Attention:

(b) In the case of the Company:

Address: 4 Avis Drive Suite 110 Latham NY 12110

Email: accounting@firesecuritysound.com

Facsimile: N/A

Attention: Contract Team

16. **Waiver.**

No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise of any right, power or privilege. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with this Agreement shall not be a waiver of such Party's right to demand strict compliance in the future, nor shall the same be construed as a novation of this Agreement.

17. **Force Majeure.**

Neither Party shall be liable for any delays in performance or for failure to perform its obligations (except for payment obligations) hereunder due to circumstances beyond its control, including but not limited to, any breach or nonperformance of this Agreement by the other Party; war, invasion, or hostilities (whether war is declared or not); terrorist threats or acts, riots, civil unrest; acts of God; acts of government; pandemics or epidemics; national or regional emergency; telecommunication breakdowns, power outages or shortages; lack of warehouse or storage space; delays in transportation, embargoes or blockades in effect on or after the date of this Agreement; strikes, labor stoppages or slowdowns, and other delays in delivery or inability of suppliers to obtain and deliver adequate or suitable materials; and other events beyond the control of either Party (each a "Force Majeure Event"). In the event of the happening of such a case, the Party whose performances is so affected (the "Impacted Party") will give prompt, written notice to the other Party, stating the period of time the same is expected to continue, and the date(s) for performance of the obligation affected shall be postponed for as long as is necessary. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. Provided, however, if such delay or failure to perform continues for a period exceeding six (6) months, either Party may terminate this Agreement immediately by written notice to the other Party.

18. **Disputes Resolution.**

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

19. **Governing Law.**

This Agreement shall be interpreted and construed in accordance with the laws of the state where the work is located, without regard to conflict of law principles that would require application of the laws of another jurisdiction or to the United Nations Convention on Contracts for the International Sale of Goods.

20. **Counterparts.**

This Agreement may be executed in two or more counterparts, each of which shall be binding as of the date hereof, and all of which shall constitute one and the same instrument. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Counterparts delivered by email in PDF or a similar image format shall have the same effect as originals.

21. **Entire Agreement, Amendments.**

This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and replaces any prior or contemporaneous undertakings, commitments or agreements, oral or written, as to its subject matter. Shall there be any conflict between this Agreement and any other written agreement or terms and conditions, this Agreement shall prevail. The Company shall not be bound by terms additional to or different from these contained in this Agreement that may appear in Customer's purchase order, work order, work authorization, or in any other communication from he Customer. Acceptance of such communication by the Company shall not constitute the Company's consent to or acceptance of any such terms. This Agreement may be modified or amended only by an instrument in writing signed by authorized representatives of the Parties on or after the date hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers

Customer	Fire, Security & Sound Systems LLC
By:	By:
Name: _____	Name: Ian Reilly
Title: _____	Title: Sales
Date: _____	Date: April 10, 2025

30 Grand Street- P.O. Box 1910
Kingston, New York 12402
Ph (845) 331-8666 Fx (845) 331-3176

DATE: 4-17-2025

SUBMITTED TO: Mr. Jonathan Dirocco
JOB NAME: Delano Hitch Aquatic Center
JOB LOCATION: Newburgh, NY
PCO No.6

Provide credit for equipment requested by City of Newburgh IT department to not be used on project.

Exceptions:
Taxes
Overtime

Clarifications:
Detailed credit of equipment attached

Material: -($7,300.00)
Labor: ($123.45) x0 = $0
($104.75) x0 = $0

Equipment: $0
Total: -($7,300.00)
OH@15%: $0
Total: -($7,300.00)
Bond: $0
Total: -($7,300.00)

Grand Total: -($7,300.00)

Indicate status below and return fax to us as soon as possible.
Please note that work will not proceed until we receive this acknowledgement.

_____ Proceed with the above noted work. Signed: _____ ___/___/___
_____ Do not proceed with the above work at this time. Signed:_____ ___/___/___

Thank-you,
Salvatore A. Incorvaia

Vice President

A DIVISION OF:

Fire Security & Sound Systems, LLC.

4 Avis Drive
Latham, New York 12110
Tel 518.250.4364 Fax 518.250.4365
www.firesecuritysound.com

To: J&J Sass Electric Inc. **Sales Team:** Ian Reilly / Steve Herring / Roy A. Yannes

Attn: **Sal Incorvaia** **Email:** IanReilly@firesecuritysound.com

Quote #: **Date:** April 10, 2025

Re: Delano-Hitch Recreational Park Aquatic Center – Newburgh (Credit)

We are pleased to submit the following quotation for your review. Our price does not include standard boxes, pipe, wire or installation.

CCTV & Card Access (Credit): -1 Network Video Recorder, -1 POE Switch w/SFP, -1 Network Controller Panel, -4 Dual Door Controller Modules, -2 Input Boards, -1 Lot Technician Labor & 1 Lot Restocking Fee.

Total Credit Price is: $7,300.00

Note: The above quotation includes Credit of tech Labor – we will not be Commissioning the CCTV or Card Access system. Engineering labor has already been used and will not be a credit.

The quotation does not include tax, installation, engineered stamped drawings, permits or fees of any kind. Our terms are net 30 days with approved credit. Our proposal is subject to the attached terms and conditions.

This quotation will only be valid for 30 days. Equipment for projects should be released as soon as possible to mitigate delays in product allocation.

Working together as a team to achieve common goals.
We appreciate your business.

Solutions Agreement

This Solutions Agreement (the "Solution Agreement" or "Agreement") is made and entered into by and between Fire, Security & Sound Systems, a New York LLC, (the "Company"), an independent wholly owned subsidiary of Sciens Building Solutions, LLC, and _____, a [state + entity type] ("Customer" and together with Company, the "Parties", and each individually a "Party").

1. **Scope of Work**

   The Company shall perform the work as specified in the proposal attached as Exhibit A (the "Work").

2. **Term of the Contract.**

   a) Term. This Agreement shall be effective from the last date signed below until the Work is completed by the Company and accepted by the Customer.

   b) Termination without Cause. Either Party may terminate this Agreement at any time, without cause, by providing the other Party with thirty (30) days prior written notice.

   c) Termination for Cause. Each Party may terminate this Agreement or the specific Work under this Agreement with cause by giving the other Party prior written notice and the opportunity to cure. After a Party issues a notice of termination for cause, the other Party has forty-eight (48) hours to respond to the notice and initiate the steps necessary to address the breach or default. If such breach or default is not substantially cured within a reasonable time after the notice date, this Agreement shall be terminated immediately.

   d) Termination for Bankruptcy. Either Party may terminate this Agreement or the specific Work under this Agreement immediately by giving written notice to the other Party in the event of (a) the liquidation or insolvency of the other Party, (b) an assignment by the other Party for the benefit of its creditors, or (c) commencement of any proceeding by or against the other Party in bankruptcy or seeking composition, extension, or readjustment of all or substantially all of such other Party's obligations, or reorganization, dissolution, liquidation, winding-up arrangement, or any other relief under any bankruptcy, insolvency, reorganization, or other similar applicable law of any jurisdiction.

   e) Termination Effect. Except when this Agreement is terminated due to the Company's breach, Customer shall promptly pay for the Work performed by the Company up to the date of termination.

3. **Change Order.**

   Any changes made to the Work must be through written change order signed by both Parties. The Company shall submit the claim for the addition to, or deduction from, the Fee or time to complete the Work to the Customer, with all documentation necessary to substantiate such claim. If the Customer and the Company cannot agree on the amount of the addition or deletion, the Company shall only perform the unchanged Work and the Customer shall pay for the unchanged Work performed. The Company reserves the right to not perform the changed Work until both Parties have reached an agreement on the amount of the addition or deletion in the Fee or time.

4. **Delay.**

   If the Company fails to maintain the schedule for any of the Work, it shall, at its own costs, accelerate its work schedule until the Work is in accordance with the schedule. Should the Company be delayed in the performance of Work by the act, neglect or default of the Customer or any other third party, or by other causes for which the Company is not responsible, then the Company shall be entitled to extra compensation and/or extension of time by submitting written claims to the Customer as soon as reasonably possible upon such delay. If, through no act or fault of the Company, suspensions, delays or interruptions of the Work aggregate more than 100 percent of the number of days scheduled for completion, or 60 days in any 365-day period, whichever is less, the Company reserves the right to terminate such Work with written notice if both Parties fail to reach an agreement on updated schedule and/or additional compensation within a reasonable timeframe.

5. **Subcontract.** The Company shall only employ subcontractors who are duly licensed and qualified to perform the work consistent with the terms specified in Exhibit A. The Company agrees that each subcontractor shall be fully bound in the same manner as the Company is bound to this Agreement, to the extent applicable to subcontractor's scope of work. The Company assumes responsibility to the Customer for the proper performance of the work of subcontractors and any acts and omissions in connection with performance. Nothing in this Agreement is intended or deemed to create any legal or contractual relationship between Customer and subcontractor, including but not limited to any third-party beneficiary rights.

6. **Insurance.**

   The Company will be responsible for obtaining adequate insurance coverages. Certificates of Insurance will be provided to the Customer upon request.

7. **Fee and Payment.**

   a) Fee. The Customer agrees to pay the fee set forth in Exhibit "A" (the "Fee") in accordance with the payment method set forth in Section 7(b) of this Agreement.

   b) Invoice and Payment. Unless otherwise agreed in writing by both parties, the Company shall submit a monthly invoice for Work performed during the prior month. Payment shall be due within thirty (30) days of the date of invoice. Any payments past due more than ten (10) days shall be subject to interest of one and one-half percent (1.5%) per month or the highest rate allowed by law, starting from the due date to the date of payment. Customer shall also be responsible for any attorney fees and/or collections fees incurred by the Company in collecting any past due amounts and interest.

   c) Payment Dispute. If the Customer wishes to dispute any portion of an invoice, the Customer shall notify the Company in writing within five (5) days of the date of the invoice. The Customer shall identify the specific cause of the dispute and shall pay when due that portion of the invoice not in dispute. The Company and Customer shall work together in good faith to resolve any disputes as soon as reasonably possible. If necessary, the Company shall issue a revised

invoice, and Customer shall pay to the Company in accordance with such revised invoice. The Company reserves the right to stop the performance on any or all of the Work until the dispute is resolved. Failure to notify the Company for any payment dispute within the required timeframe will be deemed as the Customer's agreement and acceptance to the amount and terms set forth in the invoice.

8. **Warranty.**

a) Warranties by Both Parties. Each Party represents and warrants to the other that: (a) this Agreement has been duly executed and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such Party's execution or performance of this Agreement; and (c) the execution, delivery, and performance of this Agreement does not violate applicable laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

b) Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THE LIMITED WARRANTY IN THIS SECTION, THE COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE WORK, GOODS AND ALL MATERIALS, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE.

c) Limited Warranty by the Company. The Company guarantees the goods, material, supplies and/or equipment used in connection with the Work for a period of one (1) year upon completion. The Company shall repair and/or replace any defect found in its work, materials, supplies and/or equipment during such period.

d) Warranty Coverage Exceptions. The Limited Warranty does not cover any problem that is caused by (a) accident, abuse, neglect, shock, electrostatic discharge, degaussing, heat or humidity beyond product specifications, improper installation, operation, maintenance or modification; or (b) any misuse contrary to the instructions in the user manual, safety guidelines, and quick start guides; or (c) lost passwords; or (d) malfunctions caused by other equipment.

9. **Limitation of Liability.**

IN NO EVENT SHALL THE COMPANY BE LIABLE TO THE CUSTOMER FOR ANY DIRECT, LIQUIDATED, CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY THE COMPANY OR COULD HAVE BEEN REASONABLY FORESEEN BY THE COMPANY, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL THE COMPANY' LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNTS PAID BY CUSTOMER TO THE COMPANY UNDER THIS AGREEMENT FOR THE WORK.

10. **Indemnification.**

Each Party agrees to indemnify, defend, and hold harmless the other Party and its affiliates and their directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, suits, actions, demands, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with (a) any negligent, reckless or intentionally wrongful act of the indemnifying Party and/or its employees, contractors or agents, (b) any breach by the indemnifying Party and/or its employees, contractors or agents of any of the covenants contained in this Agreement to the extent caused by or arising out of the misconduct and active negligence of the indemnifying party.

11. **Confidential Information.**

a) Confidential Information. Confidential Information shall mean any information disclosed by either Party (the "Discloser") to the other Party (the "Recipient"), whether orally or in writing, that is designated as confidential or is otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure under this Agreement or by the nature of the information itself. Confidential Information includes this Agreement and its terms, related discussions and negotiations, any and all products or services used in completing the Work, business and marketing plans, forecasts, finance matters, technology and technical information, product plans and designs, and business processes disclosed by either Party.

b) Non-Use and non-disclosure. Unless otherwise approved by the Discloser in writing, the Recipient shall not use the Confidential Information for any purposes outside the scope of this Agreement, and shall not disclose any Confidential Information to its employees or any third party other than those who have a need to know for purposes consistent with this Agreement and who have signed confidentiality agreements with the Recipient containing protections no less stringent than those herein. Recipient shall not reverse engineer, disassemble or decompile any samples, prototypes, software or other tangible objects that embody the Confidential Information provided by the Discloser to the Recipient except with the express written authorization from the Discloser. Recipient acknowledges and agrees that any unauthorized disclosure or use by the Recipient, whether intentional or unintentional, of any of the Confidential Information shall be detrimental to the Discloser. The obligation of confidentiality will expire five (5) years from the date hereof or the date of termination for any agreement, whichever is later. Upon the expiration or termination of this Agreement, each Party shall, upon request or mutual agreement, destroy or deliver to the other all Confidential Information of the other Party that it has in its possession or control. If requested, Recipient agrees to sign a certification verifying that all Confidential Information received from the Discloser and its agents has been destroyed or returned.

c) Exceptions. Confidential Information shall not include any information disclosed or made available to the Recipient which (a) prior to its disclosure by the Discloser, is already lawfully and rightfully known by or available to the Recipient, (b) through no breach of this Agreement by the Recipient is or hereafter becomes generally available to the public, (c) is developed by the Recipient independently without use of or reference to the Confidential Information, (d) is lawfully received by the Recipient from a third party without restriction and without breach of this Agreement or any other agreement, or (e) is approved for public release or use by written authorization of the Discloser.

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12. **Independent Contractor.**

The Parties shall be and act as independent contractors in the performance of this Agreement. This Agreement shall not be interpreted or construed as creating or evidencing any agency, association, joint venture, partnership or franchise between the Parties. Neither Party may represent to anyone that it is an agent of the other Party or is otherwise authorized to bind or commit the other Party in any way without such other Party's prior written consent. At no time shall either Party make commitments or incur any charges or expenses for or in the name of the other Party.

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Neither this Agreement nor any right, interest or obligation hereunder may be assigned by the Customer without prior written consent from the Company. Any purported assignment by the Customer without prior written consent shall be null and void. The Company reserves the right to assign this Agreement without the prior written consent of the Customer.

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If, for any reason, any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be enforced to the extent possible. In such case, this Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting therefor another provision that is valid, legal and enforceable so as to materially effectuate the Parties' intent.

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(a) In the case of the Customer:

Address:

Email:

Facsimile:

Attention:

(b) In the case of the Company:

Address: 4 Avis Drive Suite 110 Latham NY 12110

Email: accounting@firesecuritysound.com

Facsimile: N/A

Attention: Contract Team

16. **Waiver.**

No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise of any right, power or privilege. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with this Agreement shall not be a waiver of such Party's right to demand strict compliance in the future, nor shall the same be construed as a novation of this Agreement.

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Neither Party shall be liable for any delays in performance or for failure to perform its obligations (except for payment obligations) hereunder due to circumstances beyond its control, including but not limited to, any breach or nonperformance of this Agreement by the other Party; war, invasion, or hostilities (whether war is declared or not); terrorist threats or acts, riots, civil unrest; acts of God; acts of government; pandemics or epidemics; national or regional emergency; telecommunication breakdowns, power outages or shortages; lack of warehouse or storage space; delays in transportation, embargoes or blockades in effect on or after the date of this Agreement; strikes, labor stoppages or slowdowns, and other delays in delivery or inability of suppliers to obtain and deliver adequate or suitable materials; and other events beyond the control of either Party (each a "Force Majeure Event"). In the event of the happening of such a case, the Party whose performances is so affected (the "Impacted Party") will give prompt, written notice to the other Party, stating the period of time the same is expected to continue, and the date(s) for performance of the obligation affected shall be postponed for as long as is necessary. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. Provided, however, if such delay or failure to perform continues for a period exceeding six (6) months, either Party may terminate this Agreement immediately by written notice to the other Party.

18. **Disputes Resolution.**

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

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This Agreement shall be interpreted and construed in accordance with the laws of the state where the work is located, without regard to conflict of law principles that would require application of the laws of another jurisdiction or to the United Nations Convention on Contracts for the International Sale of Goods.

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This Agreement may be executed in two or more counterparts, each of which shall be binding as of the date hereof, and all of which shall constitute one and the same instrument. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Counterparts delivered by email in PDF or a similar image format shall have the same effect as originals.

21. **Entire Agreement, Amendments.**

This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and replaces any prior or contemporaneous undertakings, commitments or agreements, oral or written, as to its subject matter. Shall there be any conflict between this Agreement and any other written agreement or terms and conditions, this Agreement shall prevail. The Company shall not be bound by terms additional to or different from these contained in this Agreement that may appear in Customer's purchase order, work order, work authorization, or in any other communication from he Customer. Acceptance of such communication by the Company shall not constitute the Company's consent to or acceptance of any such terms. This Agreement may be modified or amended only by an instrument in writing signed by authorized representatives of the Parties on or after the date hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers

Customer	Fire, Security & Sound Systems LLC
By:	By:
Name: _____	Name: Ian Reilly
Title: _____	Title: Sales
Date: _____	Date: April 10, 2025

30 Grand Street- P.O. Box 1910
Kingston, New York 12402
Ph (845) 331-8666 Fx (845) 331-3176

DATE: 4-23-2025

SUBMITTED TO: Mr. Jonathan Dirocco
JOB NAME: Delano Hitch Aquatic Center
JOB LOCATION: Newburgh, NY
PCO No.7

Replace WP Horn/Strobe damaged while pressure washing exterior brick on building. Device was located on Janitors closet side of building.

Exceptions:
Taxes
Overtime

Clarifications:
See attached FS&S Quote

Material: $790.00
Labor: ($123.45) x2 = $246.90
($104.75) x0 = $0

Equipment: $0
Total: $1,036.90
OH@15%: $155.54
Total: $1,192.44
Bond: $13.12
Total: $1,205.56

Grand Total: $1,206.00

Indicate status below and return fax to us as soon as possible.
Please note that work will not proceed until we receive this acknowledgement.

_____ Proceed with the above noted work. Signed: _____ ___/___/___
_____ Do not proceed with the above work at this time. Signed:_____ ___/___/___

Thank-you,
Salvatore A. Incorvaia

Vice President

Fire Security & Sound Systems, LLC.

4 Avis Drive
Latham, New York 12110
Tel 518.250.4364 Fax 518.250.4365
www.firesecuritysound.com

To: J&J Sass Electric Inc. **Sales Team:** Ian Reilly / Steve Herring / Roy A. Yannes

Attn: **Sal Incorvaia** **Email:** IanReilly@firesecuritysound.com

Quote #: 2025-0168 **Date:** April 23, 2025

Re: Delano Hitch Recreation

We are pleased to submit the following quotation for your review. Our price does not include standard boxes, pipe, wire or installation.

Fire Alarm System Replacement: 1 Weatherproof Horn/Strobe & 1 Lot Technician Labor for Testing

Total Price is: $790.00 (plus any appl. taxes)

The above price includes submittals, demonstration, supervision of final connections of control equipment and assisting in testing the system. It does not include tax, installation, engineered stamped drawings, permits or fees of any kind. Our terms are net 30 days with approved credit. Our proposal is subject to the attached terms and conditions.

This quotation will only be valid for 30 days. Equipment for projects should be released as soon as possible to mitigate delays in product allocation.

Working together as a team to achieve common goals.
We appreciate your business.

Solutions Agreement

This Solutions Agreement (the "Solution Agreement" or "Agreement") is made and entered into by and between Fire, Security & Sound Systems, a New York LLC, (the "Company"), an independent wholly owned subsidiary of Sciens Building Solutions, LLC, and _____, a [state + entity type] ("Customer" and together with Company, the "Parties", and each individually a "Party").

1. **Scope of Work**

   The Company shall perform the work as specified in the proposal attached as Exhibit A (the "Work").

2. **Term of the Contract.**

   a) Term. This Agreement shall be effective from the last date signed below until the Work is completed by the Company and accepted by the Customer.

   b) Termination without Cause. Either Party may terminate this Agreement at any time, without cause, by providing the other Party with thirty (30) days prior written notice.

   c) Termination for Cause. Each Party may terminate this Agreement or the specific Work under this Agreement with cause by giving the other Party prior written notice and the opportunity to cure. After a Party issues a notice of termination for cause, the other Party has forty-eight (48) hours to respond to the notice and initiate the steps necessary to address the breach or default. If such breach or default is not substantially cured within a reasonable time after the notice date, this Agreement shall be terminated immediately.

   d) Termination for Bankruptcy. Either Party may terminate this Agreement or the specific Work under this Agreement immediately by giving written notice to the other Party in the event of (a) the liquidation or insolvency of the other Party, (b) an assignment by the other Party for the benefit of its creditors, or (c) commencement of any proceeding by or against the other Party in bankruptcy or seeking composition, extension, or readjustment of all or substantially all of such other Party's obligations, or reorganization, dissolution, liquidation, winding-up arrangement, or any other relief under any bankruptcy, insolvency, reorganization, or other similar applicable law of any jurisdiction.

   e) Termination Effect. Except when this Agreement is terminated due to the Company's breach, Customer shall promptly pay for the Work performed by the Company up to the date of termination.

3. **Change Order.**

   Any changes made to the Work must be through written change order signed by both Parties. The Company shall submit the claim for the addition to, or deduction from, the Fee or time to complete the Work to the Customer, with all documentation necessary to substantiate such claim. If the Customer and the Company cannot agree on the amount of the addition or deletion, the Company shall only perform the unchanged Work and the Customer shall pay for the unchanged Work performed. The Company reserves the right to not perform the changed Work until both Parties have reached an agreement on the amount of the addition or deletion in the Fee or time.

4. **Delay.**

   If the Company fails to maintain the schedule for any of the Work, it shall, at its own costs, accelerate its work schedule until the Work is in accordance with the schedule. Should the Company be delayed in the performance of Work by the act, neglect or default of the Customer or any other third party, or by other causes for which the Company is not responsible, then the Company shall be entitled to extra compensation and/or extension of time by submitting written claims to the Customer as soon as reasonably possible upon such delay. If, through no act or fault of the Company, suspensions, delays or interruptions of the Work aggregate more than 100 percent of the number of days scheduled for completion, or 60 days in any 365-day period, whichever is less, the Company reserves the right to terminate such Work with written notice if both Parties fail to reach an agreement on updated schedule and/or additional compensation within a reasonable timeframe.

5. **Subcontract.** The Company shall only employ subcontractors who are duly licensed and qualified to perform the work consistent with the terms specified in Exhibit A. The Company agrees that each subcontractor shall be fully bound in the same manner as the Company is bound to this Agreement, to the extent applicable to subcontractor's scope of work. The Company assumes responsibility to the Customer for the proper performance of the work of subcontractors and any acts and omissions in connection with performance. Nothing in this Agreement is intended or deemed to create any legal or contractual relationship between Customer and subcontractor, including but not limited to any third-party beneficiary rights.

6. **Insurance.**

   The Company will be responsible for obtaining adequate insurance coverages. Certificates of Insurance will be provided to the Customer upon request.

7. **Fee and Payment.**

   a) Fee. The Customer agrees to pay the fee set forth in Exhibit "A" (the "Fee") in accordance with the payment method set forth in Section 7(b) of this Agreement.

   b) Invoice and Payment. Unless otherwise agreed in writing by both parties, the Company shall submit a monthly invoice for Work performed during the prior month. Payment shall be due within thirty (30) days of the date of invoice. Any payments past due more than ten (10) days shall be subject to interest of one and one-half percent (1.5%) per month or the highest rate allowed by law, starting from the due date to the date of payment. Customer shall also be responsible for any attorney fees and/or collections fees incurred by the Company in collecting any past due amounts and interest.

   c) Payment Dispute. If the Customer wishes to dispute any portion of an invoice, the Customer shall notify the Company in writing within five (5) days of the date of the invoice. The Customer shall identify the specific cause of the dispute and shall pay when due that portion of the invoice not in dispute. The Company and Customer shall work together in good faith to resolve any disputes as soon as reasonably possible. If necessary, the Company shall issue a revised

invoice, and Customer shall pay to the Company in accordance with such revised invoice. The Company reserves the right to stop the performance on any or all of the Work until the dispute is resolved. Failure to notify the Company for any payment dispute within the required timeframe will be deemed as the Customer's agreement and acceptance to the amount and terms set forth in the invoice.

8. **Warranty.**

a) Warranties by Both Parties. Each Party represents and warrants to the other that: (a) this Agreement has been duly executed and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such Party's execution or performance of this Agreement; and (c) the execution, delivery, and performance of this Agreement does not violate applicable laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

b) Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THE LIMITED WARRANTY IN THIS SECTION, THE COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE WORK, GOODS AND ALL MATERIALS, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE.

c) Limited Warranty by the Company. The Company guarantees the goods, material, supplies and/or equipment used in connection with the Work for a period of one (1) year upon completion. The Company shall repair and/or replace any defect found in its work, materials, supplies and/or equipment during such period.

d) Warranty Coverage Exceptions. The Limited Warranty does not cover any problem that is caused by (a) accident, abuse, neglect, shock, electrostatic discharge, degaussing, heat or humidity beyond product specifications, improper installation, operation, maintenance or modification; or (b) any misuse contrary to the instructions in the user manual, safety guidelines, and quick start guides; or (c) lost passwords; or (d) malfunctions caused by other equipment.

9. **Limitation of Liability.**

IN NO EVENT SHALL THE COMPANY BE LIABLE TO THE CUSTOMER FOR ANY DIRECT, LIQUIDATED, CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY THE COMPANY OR COULD HAVE BEEN REASONABLY FORESEEN BY THE COMPANY, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL THE COMPANY' LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNTS PAID BY CUSTOMER TO THE COMPANY UNDER THIS AGREEMENT FOR THE WORK.

10. **Indemnification.**

Each Party agrees to indemnify, defend, and hold harmless the other Party and its affiliates and their directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, suits, actions, demands, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with (a) any negligent, reckless or intentionally wrongful act of the indemnifying Party and/or its employees, contractors or agents, (b) any breach by the indemnifying Party and/or its employees, contractors or agents of any of the covenants contained in this Agreement to the extent caused by or arising out of the misconduct and active negligence of the indemnifying party.

11. **Confidential Information.**

a) Confidential Information. Confidential Information shall mean any information disclosed by either Party (the "Discloser") to the other Party (the "Recipient"), whether orally or in writing, that is designated as confidential or is otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure under this Agreement or by the nature of the information itself. Confidential Information includes this Agreement and its terms, related discussions and negotiations, any and all products or services used in completing the Work, business and marketing plans, forecasts, finance matters, technology and technical information, product plans and designs, and business processes disclosed by either Party.

b) Non-Use and non-disclosure. Unless otherwise approved by the Discloser in writing, the Recipient shall not use the Confidential Information for any purposes outside the scope of this Agreement, and shall not disclose any Confidential Information to its employees or any third party other than those who have a need to know for purposes consistent with this Agreement and who have signed confidentiality agreements with the Recipient containing protections no less stringent than those herein. Recipient shall not reverse engineer, disassemble or decompile any samples, prototypes, software or other tangible objects that embody the Confidential Information provided by the Discloser to the Recipient except with the express written authorization from the Discloser. Recipient acknowledges and agrees that any unauthorized disclosure or use by the Recipient, whether intentional or unintentional, of any of the Confidential Information shall be detrimental to the Discloser. The obligation of confidentiality will expire five (5) years from the date hereof or the date of termination for any agreement, whichever is later. Upon the expiration or termination of this Agreement, each Party shall, upon request or mutual agreement, destroy or deliver to the other all Confidential Information of the other Party that it has in its possession or control. If requested, Recipient agrees to sign a certification verifying that all Confidential Information received from the Discloser and its agents has been destroyed or returned.

c) Exceptions. Confidential Information shall not include any information disclosed or made available to the Recipient which (a) prior to its disclosure by the Discloser, is already lawfully and rightfully known by or available to the Recipient, (b) through no breach of this Agreement by the Recipient is or hereafter becomes generally available to the public, (c) is developed by the Recipient independently without use of or reference to the Confidential Information, (d) is lawfully received by the Recipient from a third party without restriction and without breach of this Agreement or any other agreement, or (e) is approved for public release or use by written authorization of the Discloser.

d) Compelled Disclosures. If the Recipient becomes legally compelled to disclose any Confidential Information, other than pursuant to a confidentiality agreement, the Recipient will provide the Discloser prompt written notice, if legally permissible, and will use its best efforts to assist the Discloser in seeking a protective order or other appropriate remedies.

e) Other Agreements. The Parties may enter into separate non-disclosure agreements governing the protection of the Confidential Information. To the extent the terms in such separate non-disclosure agreements are more restrictive than the terms of this Agreement, the more restrictive terms will control for the disclosure.

12. **Independent Contractor.**

The Parties shall be and act as independent contractors in the performance of this Agreement. This Agreement shall not be interpreted or construed as creating or evidencing any agency, association, joint venture, partnership or franchise between the Parties. Neither Party may represent to anyone that it is an agent of the other Party or is otherwise authorized to bind or commit the other Party in any way without such other Party's prior written consent. At no time shall either Party make commitments or incur any charges or expenses for or in the name of the other Party.

13. **Assignment.**

Neither this Agreement nor any right, interest or obligation hereunder may be assigned by the Customer without prior written consent from the Company. Any purported assignment by the Customer without prior written consent shall be null and void. The Company reserves the right to assign this Agreement without the prior written consent of the Customer.

14. **Severability.**

If, for any reason, any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be enforced to the extent possible. In such case, this Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting therefor another provision that is valid, legal and enforceable so as to materially effectuate the Parties' intent.

15. **Notice.**

Each notice or other communication to be given under this Agreement ("Notice") shall be in writing and be given by personal delivery, by facsimile or electronic mail with confirmed receipt, or by a reputable overnight courier with confirmed receipt to the addressee designated for the purpose by the addressee to the other Party. The initial facsimile number, addresses, and relevant person or office holder of each Party as follows:

(a) In the case of the Customer:

Address:

Email:

Facsimile:

Attention:

(b) In the case of the Company:

Address: 4 Avis Drive Suite 110 Latham NY 12110

Email: accounting@firesecuritysound.com

Facsimile: N/A

Attention: Contract Team

16. **Waiver.**

No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise of any right, power or privilege. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with this Agreement shall not be a waiver of such Party's right to demand strict compliance in the future, nor shall the same be construed as a novation of this Agreement.

17. **Force Majeure.**

Neither Party shall be liable for any delays in performance or for failure to perform its obligations (except for payment obligations) hereunder due to circumstances beyond its control, including but not limited to, any breach or nonperformance of this Agreement by the other Party; war, invasion, or hostilities (whether war is declared or not); terrorist threats or acts, riots, civil unrest; acts of God; acts of government; pandemics or epidemics; national or regional emergency; telecommunication breakdowns, power outages or shortages; lack of warehouse or storage space; delays in transportation, embargoes or blockades in effect on or after the date of this Agreement; strikes, labor stoppages or slowdowns, and other delays in delivery or inability of suppliers to obtain and deliver adequate or suitable materials; and other events beyond the control of either Party (each a "Force Majeure Event"). In the event of the happening of such a case, the Party whose performances is so affected (the "Impacted Party") will give prompt, written notice to the other Party, stating the period of time the same is expected to continue, and the date(s) for performance of the obligation affected shall be postponed for as long as is necessary. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. Provided, however, if such delay or failure to perform continues for a period exceeding six (6) months, either Party may terminate this Agreement immediately by written notice to the other Party.

18. **Disputes Resolution.**

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

19. **Governing Law.**

This Agreement shall be interpreted and construed in accordance with the laws of the state where the work is located, without regard to conflict of law principles that would require application of the laws of another jurisdiction or to the United Nations Convention on Contracts for the International Sale of Goods.

20. **Counterparts.**

This Agreement may be executed in two or more counterparts, each of which shall be binding as of the date hereof, and all of which shall constitute one and the same instrument. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Counterparts delivered by email in PDF or a similar image format shall have the same effect as originals.

21. **Entire Agreement, Amendments.**

This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and replaces any prior or contemporaneous undertakings, commitments or agreements, oral or written, as to its subject matter. Shall there be any conflict between this Agreement and any other written agreement or terms and conditions, this Agreement shall prevail. The Company shall not be bound by terms additional to or different from these contained in this Agreement that may appear in Customer's purchase order, work order, work authorization, or in any other communication from he Customer. Acceptance of such communication by the Company shall not constitute the Company's consent to or acceptance of any such terms. This Agreement may be modified or amended only by an instrument in writing signed by authorized representatives of the Parties on or after the date hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers

Customer	Fire, Security & Sound Systems LLC
By:	By:
Name: _____	Name: Ian Reilly
Title: _____	Title: Sales
Date: _____	Date: April 23, 2025

J&J SASS ELECTRIC, INC.

30 Grand Street- P.O. Box 1910
Kingston, New York 12402
Ph (845) 331-8666 Fx (845) 331-3176

DATE: 6-24-2025

SUBMITTED TO: Mr. Jonathan Dirocco
JOB NAME: Delano Hitch Aquatic Center
JOB LOCATION: Newburgh, NY
PCO No.8

Provide labor and material associated with supplying new 3 pole 40amp feed to griddle not originally shown. Also includes Installing cords and matching receptacles for all concession appliances.

Exceptions:
Taxes
Overtime

Clarifications:

Material: $1,679,81
Labor: ($123.45) x8 = $987.60
($104.75) x8 = $838.00

Equipment: $0
Total: $3,505.41
OH@15%: $525.81
Total:$4,031.22
Bond: $40.31
Total: $4,071.53

Grand Total: $4,072.00

Indicate status below and return fax to us as soon as possible.
Please note that work will not proceed until we receive this acknowledgement.

_____ Proceed with the above noted work. Signed: _____ ___/___/___
_____ Do not proceed with the above work at this time. Signed:_____ ___/___/___

Thank-you,
Salvatore A. Incorvaia

Vice President

SAFEGUARD BUSINESS SYSTEMS (845) 471-4466 Ref No: G255712220

JOB INVOICE

7574

J & J SASS ELECTRIC, INC.
Electrical Contractors
Specializing In Fiber Optics & Category 6
30 Grand St. - P.O. Box 1910
Kingston, New York 12402

(845) 331-8666 FAX (845) 331-3176

TO

TERMS:

PHONE	DATE OF ORDER
ORDER TAKEN BY: John Anton	CUSTOMER'S ORDER NUMBER

☐ DAY WORK ☐ CONTRACT ☐ EXTRA

JOB NAME/NUMBER: Delaire Hitch Aquatic Center #2740

JOB LOCATION

JOB PHONE | STARTING DATE

QTY.	MATERIAL	PRICE	AMOUNT
1200 ft	#12 Black THHN	.86	103.20
1200 ft	#12 Red THHN	.86	103.20
1200 ft	#12 Blue THHN	.86	103.20
4	4-11-16 deep Boxes	7.99	31.96
12.5	3/4 SO Cord	5.19	62.04
4	3/4 SO cord connectors	.24.43	99.72
2	15-20P Plug ends	1.71.63	355.26
2	15-20R receptacles	184.08	368.16
2	15-20R receptacles	42.18	84.36
1	15-30P plug end	46.06	46.06
2	50 Amp 4-11-16 outlet	6.87	13.74
2	50 Amp 4-11-16 outlet	6.87	13.74
16	Connectors	.75	12.00
14	Wire nuts	.25	4.00
4	Ground Rods	1.03	4.12
1	3 pole 40 Amp Breaker	DR 86	219.80
120 ft	#10 Green THHN	.46	55.20
			1679.81

DESCRIPTION OF WORK

Install additional 3 pole 40 Amp feed with receptacle for Gazebo in concession. Additionally, relay corresponding cord wires and receptacles for all appliances in concession as covered in initial note for Hood wiring.

OTHER CHARGES

TOTAL OTHER

LABOR	HRS.	RATE	AMOUNT
John Anton	8	[illegible]	
Alex Ornelly	8	10/hr	

TOTAL LABOR

TOTAL MATERIALS

TOTAL OTHER

SIGNATURE CONSTITUTES VERIFICATION OF TIME & MATERIAL ONLY, NOT OF VALIDITY FOR CLAIM PURPOSES OR PAYMENT

DATE COMPLETED TOTAL MATERIALS

Thank You

TAX

TOTAL

Work ordered by Kyle Ambrburg Accabis

Signature

I hereby acknowledge the satisfactory completion of the above described work.
My signature serves as acceptance and ~~authorization for payment~~.

S&S ELECTRIC, INC.

30 Grand Street- P.O. Box 1910
Kingston, New York 12402
Ph (845) 331-8666 Fx (845) 331-3176

DATE: 6-24-2025

SUBMITTED TO: Mr. Jonathan Dirocco
JOB NAME: Delano Hitch Aquatic Center
JOB LOCATION: Newburgh, NY
PCO No.9

Provide labor and material associated with reworking pool pump feed due to pump location change..

Exceptions:
Taxes
Overtime

Clarifications:

Material: $179.72
Labor: ($123.45) x4 = $493.80
($104.75) x0 =0

Equipment: $0
Total: $673.52
OH@15%: $101.03
Total:$774.55
Bond: $7.75
Total: $782.30

Grand Total: $782.00

Indicate status below and return fax to us as soon as possible.
Please note that work will not proceed until we receive this acknowledgement.

_____ Proceed with the above noted work. Signed: _____ ___/___/___
_____ Do not proceed with the above work at this time. Signed:_____ ___/___/___

Thank-you,
Salvatore A. Incorvaia

Vice President

SAFEGUARD BUSINESS SYSTEMS (845) 471-4466 Ref No: 0255712220

JOB INVOICE

7575

J & J SASS ELECTRIC, INC.
Electrical Contractors
Specializing In Fiber Optics & Category 6
30 Grand St. - P.O. Box 1910
Kingston, New York 12402

(845) 331-8666 FAX (845) 331-3176

TO

TERMS:

PHONE	DATE OF ORDER
ORDER TAKEN BY: John Anton	CUSTOMER'S ORDER NUMBER
☐ DAY WORK ☐ CONTRACT ☐ EXTRA	
JOB NAME/NUMBER: Delaware Agquatic Center #2740	
JOB LOCATION	
JOB PHONE	STARTING DATE

QTY.	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK
20 ft.	Schedule 80 1" PVC	1.34	27.80	Pool pump location changed
1	PVC LR		8.96	so pipe work and wiring
2	Pipe support post blocks	25.00	50.00	to pool pump must be
2	1" split straps	.98	1.96	extended.
40 ft	#6 THHN	1.32	52.80	
40 ft	#10 THHN	.96	38.40	
			179.92	

OTHER CHARGES	
TOTAL OTHER	

LABOR	HRS.	RATE	AMOUNT
John Anton	4	123.48	

SIGNATURE CONSTITUTES VERIFICATION OF TIME & MATERIAL ONLY, NOT OF VALIDITY FOR CLAIM PURPOSES OR PAYMENT

DATE COMPLETED

TOTAL MATERIALS	
TOTAL LABOR	
TOTAL MATERIALS	
TOTAL OTHER	
TAX	
TOTAL	

Work ordered by Kyle Andreyeva, RE CADD

Signature

I hereby acknowledge the satisfactory completion of the above described work. My signature serves as acceptance and ~~authorization for payment.~~

Thank You

S&S ELECTRIC, INC.

30 Grand Street- P.O. Box 1910
Kingston, New York 12402
Ph (845) 331-8666 Fx (845) 331-3176

DATE: 6-24-2025

SUBMITTED TO: Mr. Jonathan Dirocco
JOB NAME: Delano Hitch Aquatic Center
JOB LOCATION: Newburgh, NY
PCO No.10

Provide labor and material associated with adding 2 power and 2 data outlets in office 103, for two monitors as requested by owner

Exceptions:
Taxes
Overtime

Clarifications:

Material: $136.52
Labor: ($123.45) x8 = $987.60
($104.75) x0 =0

Equipment: $0
Total: $1,124.12
OH@15%: $168.62
Total:$1,292.74
Bond: $12.92
Total: $1,305.67

Grand Total: $1,306.00

Indicate status below and return fax to us as soon as possible.
Please note that work will not proceed until we receive this acknowledgement.

_____ Proceed with the above noted work. Signed: _____ ___/___/___
_____ Do not proceed with the above work at this time. Signed:_____ ___/___/___

Thank-you,
Salvatore A. Incorvaia

Vice President

SAFEGUARD BUSINESS SYSTEMS (845) 471-4466 Ref No: G285712220

JOB INVOICE

7564

J & J SASS ELECTRIC, INC.
Electrical Contractors
Specializing In Fiber Optics & Category 6
30 Grand St. - P.O. Box 1910
Kingston, New York 12402

(845) 331-8666 FAX (845) 331-3176

TO

TERMS:

PHONE	DATE OF ORDER
ORDER TAKEN BY: John Anton	CUSTOMER'S ORDER NUMBER
☐ DAY WORK ☐ CONTRACT ☒ EXTRA	
JOB NAME/NUMBER: Delano Hitch Aquatic Center #2740	
JOB LOCATION	
JOB PHONE	STARTING DATE

QTY.	MATERIAL	PRICE	AMOUNT
2	single gang cut in boxes	7.20	14.40
2	LV cut in rings	3.62	7.24
2	Duplex receptacles	5.38	10.76
2	Duplex receptacle covers	7.08	14.16
2	Cat 6 Leviton extreme cnds	10.62	21.24
2	Cat 6 port blanks	.25	.50
2	cat 6 2 port covers	5.75	11.50
8	9" zip ties	.21	2.00
50 ft.	12/2 MC	.99	49.50
2	single mc connectors	.35	.70
1	duplex mc connector	1.36	1.36
6	Red Yellow wire nuts	.35	2.10
2	Ground tails	1.03	2.06
			136.52

DATE COMPLETED — TOTAL MATERIALS

DESCRIPTION OF WORK

Add 2 outlets and 2 data drops to office 103 for 2 new monitors.

OTHER CHARGES

TOTAL OTHER

LABOR	HRS.	RATE	AMOUNT
John Anton	8	123.45	

TOTAL LABOR
TOTAL MATERIALS
TOTAL OTHER
TAX
TOTAL

Thank You

Work ordered by

Signature

I hereby acknowledge the satisfactory completion of the above described work.
My signature serves as acceptance and authorization for payment.

S&S ELECTRIC, INC.

30 Grand Street- P.O. Box 1910
Kingston, New York 12402
Ph (845) 331-8666 Fx (845) 331-3176

DATE: 6-24-2025

SUBMITTED TO: Mr. Jonathan Dirocco
JOB NAME: Delano Hitch Aquatic Center
JOB LOCATION: Newburgh, NY
PCO No.11

Provide labor and material associated with adding 4 data drops for computers in Rm.103 and add key switches as requested by owner. Locations include 104/105, 108/109, and corridor 101/102

Exceptions:
Taxes
Overtime

Clarifications:

Material: $253.13
Labor: ($123.45) x8 = $987.60
($104.75) x0 =0

Equipment: $0
Total: $1,240.73
OH@15%: $186.11
Total:$1,426.84
Bond: $14.27
Total: $1,441.11

Grand Total: $1,441.00

Indicate status below and return fax to us as soon as possible.
Please note that work will not proceed until we receive this acknowledgement.

_____ Proceed with the above noted work. Signed: _____ ___/___/___
_____ Do not proceed with the above work at this time. Signed:_____ ___/___/___

Thank-you,
Salvatore A. Incorvaia

Vice President

SAFEGUARD BUSINESS SYSTEMS (845) 471-4466 Ref No. 0255712220

JOB INVOICE

7565

J & J SASS ELECTRIC, INC.
Electrical Contractors
Specializing In Fiber Optics & Category 6
30 Grand St. - P.O. Box 1910
Kingston, New York 12402

(845) 331-8666 FAX (845) 331-3176

TO

TERMS:

PHONE	DATE OF ORDER
ORDER TAKEN BY: John Anton	CUSTOMER'S ORDER NUMBER
☐ DAY WORK ☐ CONTRACT ☐ EXTRA	
JOB NAME/NUMBER: Delano Hitch aquatic center	
JOB LOCATION	
JOB PHONE	STARTING DATE

QTY.	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK
100 ft.	Cat 6	.46	46.00	Install 4 new data drops
1	Single LV cut in ring	3.62	3.62	for computer + desk setup
1	single gang 6 port cat 6 plate		6.75	in office 103. Replace 104/105,
2	cat 6 blanks	.25	.50	108/109, and corridor 101/102
4	cat 6 Leviton extreme RJ45's	10.62	42.48	decora switches w/ Key switches,
6	Leviton Key switches	18.55	111.30	
6	stainless Key switch covers	7.08	42.48	
			$ 253.13	

OTHER CHARGES	
TOTAL OTHER	

LABOR	HRS.	RATE	AMOUNT
John Anton	8	12.34	

TOTAL LABOR	
TOTAL MATERIALS	
TOTAL OTHER	
TAX	
TOTAL	

DATE COMPLETED

TOTAL MATERIALS

Work ordered by

Signature

I hereby acknowledge the satisfactory completion of the above described work.
My signature serves as acceptance and authorization for payment.

Thank You

S&S ELECTRIC, INC.

30 Grand Street- P.O. Box 1910
Kingston, New York 12402
Ph (845) 331-8666 Fx (845) 331-3176

DATE: 6-24-2025

SUBMITTED TO: Mr. Jonathan Dirocco
JOB NAME: Delano Hitch Aquatic Center
JOB LOCATION: Newburgh, NY
PCO No.12

Provide labor and material associated with adding emergency release buttons for interior swing gate as requested by owner

Exceptions:
Taxes
Overtime

Clarifications:

Material: $36.17
Labor: ($123.45) x8 = $987.60
($104.75) x0 =0

Equipment: $0
Total: $1,023.77
OH@15%: $153.57
Total:$ 1,177.34
Bond: $ 11.77
Total: $1,189.11

Grand Total: $1,189.00

Indicate status below and return fax to us as soon as possible.
Please note that work will not proceed until we receive this acknowledgement.

_____ Proceed with the above noted work. Signed: _____ ___/___/___
_____ Do not proceed with the above work at this time. Signed:_____ ___/___/___

Thank-you,
Salvatore A. Incorvaia

Vice President

SAFEGUARD BUSINESS SYSTEMS (845) 471-4466 Ref No: G2567122

JOB INVOICE

7563

J & J SASS ELECTRIC, INC.
Electrical Contractors
Specializing In Fiber Optics & Category 6
30 Grand St. - P.O. Box 1910
Kingston, New York 12402

(845) 331-8666 FAX (845) 331-3176

TO

TERMS:

PHONE	DATE OF ORDER
ORDER TAKEN BY: John Anton	CUSTOMER'S ORDER NUMBER
☐ DAY WORK ☐ CONTRACT ☐ EXTRA	
JOB NAME/NUMBER: Delano Hitch aquatic center #2440	
JOB LOCATION	
JOB PHONE	STARTING DATE

QTY.	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK
50 ft	18/4	.43	21.50	Work with swing gate vendor /
4	1¼" x 5/16 hex head self tapper	.25	1.00	installer to wire Gate mag lock,
4	¼" Fender washers	.25	1.00	emergency release button, normal
1	Romex connector	.45	.45	release button and power supply.
1	MC connecter	.45	.45	
4	zip it wall anchors	.65	1.00	
4	Tapcons 1¼ x 5/16 hex	.25	1.00	
1	Single Bell box w/ 5-½" holes	[illegible]	5.22	
10	Blue/orange wire nuts	.35	3.50	
6	9" zip ties	.25	1.50	
			36.17	

OTHER CHARGES	
TOTAL OTHER	

LABOR	HRS.	RATE	AMOUNT
John Anton	8	123.41	

TOTAL LABOR	
TOTAL MATERIALS	
TOTAL OTHER	
TAX	
TOTAL	

DATE COMPLETED

TOTAL MATERIALS

Work ordered by

Signature

I hereby acknowledge the satisfactory completion of the above described work.
My signature serves as acceptance and authorization for payment.

Thank You

S&S ELECTRIC, INC.

30 Grand Street- P.O. Box 1910
Kingston, New York 12402
Ph (845) 331-8666 Fx (845) 331-3176

DATE: 6-24-2025

SUBMITTED TO: Mr. Jonathan Dirocco
JOB NAME: Delano Hitch Aquatic Center
JOB LOCATION: Newburgh, NY
PCO No.13

Provide labor and material associated with removing and replacing ceiling devices in rooms where drywall was added at owners request.

Exceptions:
Taxes
Overtime

Clarifications:

Material: $11.58
Labor: ($123.45) x8 = $987.60
($104.75) x0 =0

Equipment: $0
Total: $999.18
OH@15%: $149.88
Total:$1,149.06
Bond: $11.49
Total: $1,160.55

Grand Total: $1,161.00

Indicate status below and return fax to us as soon as possible.
Please note that work will not proceed until we receive this acknowledgement.

_____ Proceed with the above noted work. Signed: _____ ___/___/___
_____ Do not proceed with the above work at this time. Signed:_____ ___/___/___

Thank-you,
Salvatore A. Incorvaia

Vice President

GUARD BUSINESS SYSTEMS (845) 471-4455 Ref No: G05512220

JOB INVOICE

7562

J & J SASS ELECTRIC, INC.
Electrical Contractors
Specializing In Fiber Optics & Category 6
30 Grand St. - P.O. Box 1910
Kingston, New York 12402

(845) 331-8666 FAX (845) 331-3176

TO

PHONE | DATE OF ORDER

ORDER TAKEN BY: John Anton | CUSTOMER'S ORDER NUMBER

☐ DAY WORK ☐ CONTRACT ☐ EXTRA

JOB NAME/NUMBER: Delano Hitch aquatic center #2740

JOB LOCATION

JOB PHONE | STARTING DATE

TERMS:

QTY.	MATERIAL	PRICE	AMOUNT
6	1/4" Toggle Bolts	1.18	7.08
6	1/4" Fender washers	.25	1.50
12	1 1/4" hex head self tappers	.25	3.00
			11.58

DESCRIPTION OF WORK

Take down all light fixtures, fire alarm devices and security devices from rooms 107, 116, and 118. Safe off wiring and prep boxes for remounting of devices after sheetrock. Remount all lights + devices after sheetrock + paint.

OTHER CHARGES

TOTAL OTHER

LABOR	HRS.	RATE	AMOUNT
John Anton	8	12.54	

TOTAL LABOR

TOTAL MATERIALS

TOTAL OTHER

DATE COMPLETED | TOTAL MATERIALS

Thank You

TAX

TOTAL

Work ordered by

Signature

I hereby acknowledge the satisfactory completion of the above described work.
My signature serves as acceptance and authorization for payment.

S&S ELECTRIC, INC.

30 Grand Street- P.O. Box 1910
Kingston, New York 12402
Ph (845) 331-8666 Fx (845) 331-3176

DATE: 6-24-2025

SUBMITTED TO: Mr. Jonathan Dirocco
JOB NAME: Delano Hitch Aquatic Center
JOB LOCATION: Newburgh, NY
PCO No.14

Provide labor and material associated with installing aqua-stat switches on RP-1 and RP-2.

Exceptions:
Taxes
Overtime

Clarifications:

Material: $61.08
Labor: ($123.45) x8 = $987.60
($104.75) x0 =0

Equipment: $0
Total: $1,048.68
OH@15%: $157.30
Total:$1,205.98
Bond: $12.06
Total: $1,218.04

Grand Total: $1,218.00

Indicate status below and return fax to us as soon as possible.
Please note that work will not proceed until we receive this acknowledgement.

_____ Proceed with the above noted work. Signed: _____ ___/___/___
_____ Do not proceed with the above work at this time. Signed:_____ ___/___/___

Thank-you,
Salvatore A. Incorvaia

Vice President

SAFEGUARD BUSINESS SYSTEMS (845) 471-4100 Ref No. 0355712220

JOB INVOICE

7568

J & J SASS ELECTRIC, INC.
Electrical Contractors
Specializing In Fiber Optics & Category 6
30 Grand St. - P.O. Box 1910
Kingston, New York 12402

(845) 331-8666 FAX (845) 331-3176

TO

TERMS:

PHONE	DATE OF ORDER
ORDER TAKEN BY John Anton	CUSTOMER'S ORDER NUMBER

☐ DAY WORK ☐ CONTRACT ☐ EXTRA

JOB NAME/NUMBER Delano Aquatic Center #2740
JOB LOCATION
JOB PHONE STARTING DATE

$38

QTY.	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK
6	90° ½" seal tight connectors	3.60	32 20	Intercept feed for RP-1 + RP-2
2	straight ½" seal tight connectors	3.60	7 20	and re-route through aquatics
12 ft	½" seal tight	1.30	15 60	for corresponding Water
20 ft	#12 THHN	.30	6 00	Heaters.
			61 08	

OTHER CHARGES

TOTAL OTHER

LABOR	HRS.	RATE	AMOUNT
John Anton	8	123.45	

TOTAL LABOR
TOTAL MATERIALS
TOTAL OTHER
TAX
TOTAL

Thank You

DATE COMPLETED

SIGNATURE CONSTITUTES VERIFICATION OF TIME & MATERIAL ONLY NOT OF VALIDITY FOR CLAIM PURPOSES OR PAYMENT

Work ordered by Brenda, Kyle Anderberg

Signature

I hereby acknowledge the satisfactory completion of the above described work.
My signature serves as acceptance and [illegible]

S&S ELECTRIC, INC.

30 Grand Street- P.O. Box 1910
Kingston, New York 12402
Ph (845) 331-8666 Fx (845) 331-3176

DATE: 6-24-2025

SUBMITTED TO: Mr. Jonathan Dirocco
JOB NAME: Delano Hitch Aquatic Center
JOB LOCATION: Newburgh, NY
PCO No.15

Provide labor and material associated with rerouting WH-1 feeds from MDP to PP-1, as a result of water heater being shipped with 2-2pole 40a power requirement, in lieu of the originally shown 1-3pole 80amp requirement. Original 3 pole breaker in MDP has been labeled as spare.

Exceptions:
Taxes
Overtime

Clarifications:

Material: $468.16
Labor: ($123.45) x8 = $987.60
($104.75) x0 =0

Equipment: $0
Total: $1,455.76
OH@15%: $218.36
Total:$1,674.12
Bond: $16.74
Total: $1,690.86

Grand Total: $1,690.87

Indicate status below and return fax to us as soon as possible.
Please note that work will not proceed until we receive this acknowledgement.

_____ Proceed with the above noted work. Signed: _____ ___/___/___
_____ Do not proceed with the above work at this time. Signed:_____ ___/___/___

Thank-you,
Salvatore A. Incorvaia

Vice President

JOB INVOICE

7576

J & J SASS ELECTRIC, INC.
Electrical Contractors
Specializing In Fiber Optics & Category 6
30 Grand St. - P.O. Box 1910
Kingston, New York 12402

(845) 331-8666 FAX (845) 331-3176

TO

TERMS:

PHONE	DATE OF ORDER
ORDER TAKEN BY: John Anton	CUSTOMER'S ORDER NUMBER
☐ DAY WORK ☐ CONTRACT ☐ EXTRA	
JOB NAME/NUMBER: Delano Aquatic Center	
JOB LOCATION	
JOB PHONE	STARTING DATE

QTY.	MATERIAL	PRICE	AMOUNT
2	2 pole 40 Amp GFCI Breakers	139.23	278.46
160 ft.	#8 THHN	.84	134.40
40 ft	#10 THHN	.45	18.00
10 ft.	3/4 EMT	1.14	11.40
2	3/4 EMT cowboys	.92	1.84
2	3/4 EMT compression connectors	1.45	2.90
2	3/4 Rigid couplings	5.82	11.64
2	3/4 seal tight connectors	4.91	9.82
2	1/4 x 5/16 Hex Head Tapcons	.25	.50
			468.16

DESCRIPTION OF WORK

Reroute feed for WH-1 from MDP-1 to PP1. Install (2) new 2 pole 40 Amp GFCI Breakers to feed WH-1 and pipe conduit out of trough. Pull wire and Terminate.

OTHER CHARGES

TOTAL OTHER

LABOR	HRS.	RATE	AMOUNT
John Anton	8	1234	

TOTAL LABOR

TOTAL MATERIALS

TOTAL OTHER

TAX

TOTAL

DATE COMPLETED

TOTAL MATERIALS

Work ordered by

Signature

I hereby acknowledge the satisfactory completion of the above described work. My signature serves as acceptance and authorization for payment.

Thank You

Customer Quote

KANDEL BROTHERS OF MIDDLETOWN

Kandel Brothers of Middletown, Inc.
151 North Street
Middletown, 10940
Phone (845)343-3200

Quote #	Quote Date	Valid Until / Status
39491	02/28/2025	03/15/2025 / Approved
Store	**Store Phone #**	**SalesRep**
KBM	(845)343-3200	Thomas Mascarelli
Customer Acct #	**Job Name**	**Ship Via / Shipping Method**
JJSASE	DELANO-HITCH WATER HEATER CHANGE	Company / Best Way

Bid To

J&J SASS ELECTRIC INC
30 GRAND STREET
PO BOX 1910
KINGSTON, NY 12402

Ship To

SAL INCORVAIA
30 GRAND STREET
KINGSTON, NY 12401

Line #	Vendor Item #	Mfg-Catalog Item Description Customer Part Number	STK NSK	Qty	UM	Unit Price	UM	Disc %	Ext Price
1	88762121543	**BF240A** BRKR BLF GFCI 5mA 2P 240V 40A 10kA	STK	2	EA	139.23	EA		278.46

NEED To BILL

Sub Total		278.46	
Shipping & Handling		0.00	
Ulster County	8.0000 %	22.28	
Quote Total		300.74	US$

Conditions Of Quote

J&J SASS ELECTRIC, INC.

30 Grand Street- P.O. Box 1910
Kingston, New York 12402
Ph (845) 331-8666 Fx (845) 331-3176

DATE: 6-24-2025

SUBMITTED TO: Mr. Jonathan Dirocco
JOB NAME: Delano Hitch Aquatic Center
JOB LOCATION: Newburgh, NY
PCO No.16

Provide labor and material associated with installing door contact I/O cabinet and 2 additional card access panels provided by owner. Original returned card access system only included 1 panel. All cabinets installed required power and data drops. Also includes supply and install of 1 additional wall mounted data rack.

Exceptions:
Taxes
Overtime

Clarifications:

Material: $1,770.26
Labor: ($123.45) x18 = $2,222.10
($104.75) x0 =0

Equipment: $0
Total: $3,992.36
OH@15%: $598.85
Total:$4,591.21
Bond: $45.91
Total: $4,637.12

Grand Total: $4,637.00

Indicate status below and return fax to us as soon as possible.
Please note that work will not proceed until we receive this acknowledgement.

_____ Proceed with the above noted work. Signed: _____ ___/___/___
_____ Do not proceed with the above work at this time. Signed:_____ ___/___/___

Thank-you,
Salvatore A. Incorvaia

Vice President

SAFEGUARD BUSINESS SYSTEMS (845) 471-4436 Ref No: G255712220

JOB INVOICE

7566

J & J SASS ELECTRIC, INC.
Electrical Contractors
Specializing In Fiber Optics & Category 6
30 Grand St. - P.O. Box 1910
Kingston, New York 12402

(845) 331-8666 FAX (845) 331-3176

TO

TERMS:

PHONE	DATE OF ORDER
ORDER TAKEN BY: John Anton	CUSTOMER'S ORDER NUMBER
☐ DAY WORK ☐ CONTRACT ☐ EXTRA	
JOB NAME/NUMBER: Delano Hitch Aquatic Center #2740	
JOB LOCATION	
JOB PHONE	STARTING DATE

QTY.	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK
2	1½" compression connectors	6.41	12.82	Install Door Contact IO panel
2	1½" Threaded bushings	.55	1.10	in office 103 next to other
2	1¼" compression connectors	4.36	8.72	door access panels. Bring power
2	1¼" Threaded bushings	.45	1.90	and data into new IO
10 ft.	1½" EMT	4.04	40.40	Panel.
10 ft.	1¼" EMT	3.31	33.10	Install (2) Additional Access
4	¼" Toggles	1.18	4.72	Panels Provided By owner
4	¼" Fender washers	.25	1.00	
25 ft.	Cat 6	.46	11.50	
			1115.26	Provide & Install
	DATA RACK		1,655.00	Additional Data Rack Per
				owner Request

OTHER CHARGES	
TOTAL OTHER	

LABOR	HRS.	RATE	AMOUNT
John Anton 5-14	8	123.45	
John Anton 5-22	8	123.45	
John Anton 5-23	2	123.45	

DATE COMPLETED | TOTAL MATERIALS

TOTAL LABOR
TOTAL MATERIALS
TOTAL OTHER
TAX
TOTAL

Thank You

Work ordered by

Signature

I hereby acknowledge the satisfactory completion of the above described work.
My signature serves as acceptance and authorization for payment.

HZ ELECTRIC SUPPLY
US Electrical Services Inc.

HZ - POUGHKEEPSIE
135 NORTH HAMILTON ST
POUGHKEEPSIE, NY 12601-2017
845-214-1100
Fax 845-214-1109

Quotation

QUOTE DATE	QUOTE NUMBER	PAGE NO.
04/08/2025	S127683263	1 of 1
CUST PO#:	data rack	
JOB/REL#:	SHOP ACCT	

QUOTE TO:

J & J SASS ELECTRIC INC.
P.O. BOX 1910
KINGSTON, NY 12402-1910

SHIP TO:

J & J SASS ELE SHOP
30 GRAND ST
KINGSTON, NY 12401-3928

CUSTOMER NUMBER	CUSTOMER PHONE	ORDERED BY	SALESPERSON
309537	845-331-8666		LUCIA GRANIERI 845-214-1100

WRITER	SHIP VIA	TERMS	EXPIRATION DATE	FREIGHT EXEMPT
STEVEN S BURNS 845-214-1100		2% 10TH, NET 15TH	04/07/2025	No

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	TRIPPLIT SR42UBDP 42" RACKS	1665.000/ea	1665.00

Prices listed on this quotation are subject to change without notice beyond expiration date, include only the equipment listed and do not include any sales tax unless noted otherwise. Expiration date does not apply to commodity pricing which may be subject to change after 24 hours. Special order items cannot be cancelled unless the manufacturer permits cancellation. NOTE, Pricing does not account for potential future U.S. tariffs, which may impact costs. Good-thru

Subtotal	1665.00
Shipping Chgs	0.00
Amount Due	1665.00

Printed By: BURSTE on 6/18/2025 8:10:50 AM EST

S&S ELECTRIC, INC.

30 Grand Street- P.O. Box 1910
Kingston, New York 12402
Ph (845) 331-8666 Fx (845) 331-3176

DATE: 6-24-2025

SUBMITTED TO: Mr. Jonathan Dirocco
JOB NAME: Delano Hitch Aquatic Center
JOB LOCATION: Newburgh, NY
PCO No.17

Provide labor and material associated with installing fire alarm monitor module for Ansul system and programmable fire alarm Relay to shutdown all electrical equipment located under kitchen hood in concession area.

Exceptions:
Taxes
Overtime

Clarifications:

Material: $1,972.80
Labor: ($123.45) x24 = $2,962.80
($104.75) x0 =0

FS&S: $1,475.00
Total: $6,410.60
OH@15%: $961.59
Total:$7,372.19
Bond: $73.72
Total: $7,445.91

Grand Total: $7,446.00

Indicate status below and return fax to us as soon as possible.
Please note that work will not proceed until we receive this acknowledgement.

_____ Proceed with the above noted work. Signed: _____ ___/___/___
_____ Do not proceed with the above work at this time. Signed:_____ ___/___/___

Thank-you,
Salvatore A. Incorvaia

Vice President

Invoice

Kandel Brothers of Middletown, Inc.
151 North Street
Middletown, NY 10940
Phone (845) 343-3200

Invoice #	Invoice Date	Due Date	Trip # / Order # / Ordered by
258386-1	05/01/2025	06/30/2025	/ 245778 / SAL INCORVAIA
Customer PO	**PO Release**	**By**	**Date Shipped**
VERBAL SAL / EMAIL	J2740	Thomas Mascarelli	05/01/2025
Warehouse	**Phone #**	**Customer Acct #**	**Shipping Type**
KBM	(845) 343-3200		Our Trucks
Customer		**Job Name**	
J&J SASS ELECTRIC INC - J2740 DELANO HITCH RECREATION PARK		DELANO J2740 - SHUNT TRIP BREAKERS	

Bill-To	Ship-To
J&J SASS ELECTRIC INC - J2740 DELANO HITCH RECREATION PARK . . 30 GRAND STREET, BOX PO 1910 KINGSTON NY KINGSTON, NY 12402	J&J SASS ELECTRIC INC - J2740 DELANO HITCH RECREATION PARK . . 30 GRAND STREET KINGSTON, NY 12401

Line #	item #	Catalog Item Description Customer Part Number	STK NSK	BO Qty	Ord Qty	Inv Qty	UM	Unit Price	Ext Amount
1	783643268937	B330H00S01 - SIEMENS INDUSTRY INC BLH, BREAKER 3-Pole 30A, 240VAC 22 KAIC Shunt Trip 120V	STK		2	2	EA	443.55/EA	887.10
2	783643268951	B340H00S01 - SIEMENS INDUSTRY INC BLH, BREAKER 3-Pole 40A, 240VAC 22 KAIC Shunt Trip 120V	STK		2	2	EA	443.55/EA	887.10

Sub Total	1,774.20
S/H	0.00
PLEASE PAY THIS AMOUNT	**1,774.20 US$**

Conditions Of Sale
Thank you for your purchase.

Federal Tax ID#

Please Remit To :
Kandel Brothers of Middletown
151 North Street
Middletown, NY 10940-4817

MISC. MAT 198 60
$1,972.80

A DIVISION OF: sciens BuildingSolutions

Fire Security & Sound Systems, LLC.

4 Avis Drive
Latham, New York 12110
Tel 518.250.4364 Fax 518.250.4365
www.firesecuritysound.com

To: J&J Sass Electric Inc. **Sales Team:** Ian Reilly / Steve Herring / Roy A. Yannes

Attn: **Sal Incorvaia** **Email:** IanReilly@firesecuritysound.com

Quote #: 2025-0180 Rev. 1 **Date:** May 1, 2025

Re: Delano Hitch Recreation EC-RFI-011

We are pleased to submit the following quotation to monitor an Ansul system. Our price does not include standard boxes, pipe, wire or installation.

Fire Alarm System Addition: 1 Monitor Module, 1 Control Module & 1 Lot Engineering & Technician Labor

Total Price is: $1,475.00 (plus any appl. taxes)

The above price includes submittals, demonstration, supervision of final connections of control equipment and assisting in testing the system. It does not include tax, installation, engineered stamped drawings, permits or fees of any kind. Our terms are net 30 days with approved credit. Our proposal is subject to the attached terms and conditions.

This quotation will only be valid for 30 days. Equipment for projects should be released as soon as possible to mitigate delays in product allocation.

Working together as a team to achieve common goals.
We appreciate your business.

30 Grand Street- P.O. Box 1910
Kingston, New York 12402
Ph (845) 331-8666 Fx (845) 331-3176

DATE: 6-30-2025

SUBMITTED TO: Mr. Jonathan Dirocco
JOB NAME: Delano Hitch Aquatic Center
JOB LOCATION: Newburgh, NY
PCO No.18

Provide deduct for Cat 6 cable not being installed to camera at new Archway. Cable will be installed by City I/T.

Exceptions:
Taxes
Overtime

Clarifications:

Material: -($253.65)
Labor: ($123.45) x3 = -($370.35)
($104.75) x3 =-($314.25)

Total: -($938.25)
OH@15%: $0
Total:$0
Bond: $0
Total: $-($938.25)

Grand Total: -($938.25)

Indicate status below and return fax to us as soon as possible.
Please note that work will not proceed until we receive this acknowledgement.

_____ Proceed with the above noted work. Signed: _____ ___/___/___
_____ Do not proceed with the above work at this time. Signed:_____ ___/___/___

Thank-you,
Salvatore A. Incorvaia

Vice President

30 Grand Street- P.O. Box 1910
Kingston, New York 12402
Ph (845) 331-8666 Fx (845) 331-3176

DATE: 6-30-2025

SUBMITTED TO: Mr. Jonathan Dirocco
JOB NAME: Delano Hitch Aquatic Center
JOB LOCATION: Newburgh, NY
PCO No.19

Provide deduct for Solar Panels at Shade Structure.

Exceptions:
Taxes
Overtime

Clarifications:

Material: -($5,200.00)
Labor: = -($5,200.00)

Total: -($10,400.00
OH@15%: $0
Total:$0
Bond: $0
Total: $-($10,400.00)

Grand Total: -($10,400.00)

Indicate status below and return fax to us as soon as possible.
Please note that work will not proceed until we receive this acknowledgement.

_____ Proceed with the above noted work. Signed: _____ ___/___/___
_____ Do not proceed with the above work at this time. Signed:_____ ___/___/___

Thank-you,
Salvatore A. Incorvaia

Vice President

J&S SASS ELECTRIC, INC.

30 Grand Street- P.O. Box 1910
Kingston, New York 12402
Ph (845) 331-8666 Fx (845) 331-3176

DATE: 7-8-2025

SUBMITTED TO: Mr. Jonathan Dirocco
JOB NAME: Delano Hitch Aquatic Center
JOB LOCATION: Newburgh, NY
PCO No.20

Provide labor and materials associated with reworking existing gate power feeds to accommodate gate controller locations. Includes conduit from controller to future key pad pedestal location being provided by others. Key pad wiring and pedestal /key pad installation by others.

Exceptions:
Providing, installing and wiring key pad and pedestal
Taxes
Overtime

Clarifications:
Includes excavation and restoration, necessary to intercept existing underground power feed.
Includes excavation for low voltage conduit out to key pad pedestal

Material: $1,982.82
Labor: ($123.45) x 37 = $4,567.65
Exc. Sub: $8,500.00

Total: $15,050.47
OH@15%: $2,257.57
Total:$17,308.04
Bond: $173.08
Total: $17,481.12

Grand Total: $17,481.00

Indicate status below and return fax to us as soon as possible.
Please note that work will not proceed until we receive this acknowledgement.

_____ Proceed with the above noted work. Signed: _____ ___/___/___
_____ Do not proceed with the above work at this time. Signed:_____ ___/___/___

Thank-you,
Salvatore A. Incorvaia

Vice President

Job Name: D ao Changes
Job Number: 3331
Extension Name: Final

Item #	Item Name	Quantity	Price 1	U	Ext Price 1	Bid Lbr Ext	CCode	% of Extended Price	% of Extended Hours
Label Set: Combined, Combined, Combined, Combined, Co					**$1,982.82**	**36.70**		**100 %**	**100 %**
CCode: <undefined>					$1,135.00	18.00		57.24 %	49.05 %
60,044	12x12 Quazite	1.00	$400.00		$400.00	8.00			
60,046	Trm Controller	2.00	$0.00		$0.00	4.00			
60,048	WP Splice	2.00	$150.00		$300.00	4.00			
60,050	Trm PP-1	1.00	$435.00		$435.00	2.00			
CCode: Branch Rough					$540.56	13.64		27.26 %	37.18 %
787	3/4 EMT	10.00	$121.59	C	$12.16	0.45	cb		
844	3/4 EMT CONN D/C	1.00	$101.96	C	$1.02	0.09	cb		
1,160	1 GRC 90 ELBOW	10.00	$919.62	C	$91.96	3.75	cb		
2,205	1" X 12" NIPPLE GRC	4.00	$2,955.60	C	$118.22	0.75	cb		
4,387	1 PVC 40	60.00	$113.31	C	$67.98	3.00	cb		
4,543	1 PVC COUPLING	16.00	$77.14	C	$12.34	1.60	cb		
4,565	1 PVC FEMALE ADPT	24.00	$133.36	C	$32.01	2.40	cb		
4,897	1 FLEX WP	12.00	$209.30	C	$25.12	0.45	cb		
4,927	1 FLEX WP CONN,IN	8.00	$2,067.74	C	$165.42	1.00	cb		
13,662	4/S BOX 1-1/2" DEEP	1.00	$538.97	C	$5.39	0.10	cb		
13,665	4/S SG MUD RING 1/2"I	1.00	$894.25	C	$8.94	0.05	cb		
CCode: Hangers/Anchors					$127.12	3.07		6.41 %	8.37 %
3,262	3/8-16 X 3/4 RH COMB	8.00	$21.59	C	$1.73	0.48	ch		
3,534	3/16X3 C TOGGLE BOLT	12.00	$48.20	C	$5.78	0.60	ch		
3,630	3/8" WASHER	8.00	$132.06	C	$10.56	0.00	ch		
3,700	BOX SUPPORTS-CLIP O	1.00	$0.00	C	$0.00	0.03	ch		
3,720	1 5/8 DEEP STRUT GAL	30.00	$126.00	C	$37.80	1.80	ch		
3,735	KINDORF B911-3/8 SPR	8.00	$890.52	C	$71.24	0.16	ch		
CCode: Straps					$2.47	0.06		0.12 %	0.16 %
1,071	3/4 EMT 1 HOLE STP/S	2.00	$123.52	C	$2.47	0.06	cs		
CCode: Trim Devices/Plates					$0.67	0.05		0.03 %	0.14 %
13,332	1G PLAS TELEPHONE PI	1.00	$67.20	C	$0.67	0.05	dt		
CCode: Feeder Wire					$177.00	1.88		8.93 %	5.11 %

Job Name: Delenao Changes
Job Number: 3331
Extension Name: Final

Item #	Item Name	Quantity	Price 1	U	Ext Price 1	Bid Lbr Ext	CCode	% of Extended Price	% of Extended Hours
42	8 THHN CU STRANDE	300.00	$590.00	M	$177.00	1.88	wf		
					$1,982.82	**36.70**			

S&S ELECTRIC, INC.

30 Grand Street- P.O. Box 1910
Kingston, New York 12402
Ph (845) 331-8666 Fx (845) 331-3176

DATE: 7-21-2025

SUBMITTED TO: Mr. Jonathan Dirocco
JOB NAME: Delano Hitch Aquatic Center
JOB LOCATION: Newburgh, NY
PCO No.21

Provide labor and materials associated with providing (2) dedicated 20 amp feeds to fryer receptacles located under hood. Fryer receptacles will be tied into fire alarm system and shunt trip in an under hood ansul event.
Also includes dedicated 20amp circuit and cord reel above prep table in concessions. All work as shown in IB-49

Exceptions:
Taxes
Overtime

Clarifications:

Material: $3,993.00
Labor: ($123.45) x 45 = $5,555.25

Total: $9,548.25
OH@15%: $1,432.24
Total:$10,980.49
Bond: $109.80
Total: $11,090.29

Grand Total: $11,090.00

Indicate status below and return fax to us as soon as possible.
Please note that work will not proceed until we receive this acknowledgement.

_____ Proceed with the above noted work. Signed: _____ ___/___/___
_____ Do not proceed with the above work at this time. Signed:_____ ___/___/___

Thank-you,
Salvatore A. Incorvaia

Vice President

Job Name: Delenao Changes
Job Number: 3331
Extension Name: Final

Item #	Item Name	Quantity	Price 1	U	Ext Price 1	Bid Lbr Ext	CCode	% of Extended Price	% of Extended Hours
Label Set: Combined, Combined, Combined, Combined, Co					**$3,992.55**	**44.56**		**100 %**	**100 %**
CCode: <undefined>					$2,380.00	12.00		59.61 %	26.93 %
60,052	Cord Rel	1.00	$1,200.00		$1,200.00	2.00			
60,054	20 a Shunt Trip Breaker	2.00	$425.00		$850.00	4.00			
60,056	20 a Ckt. Breaker	1.00	$180.00		$180.00	1.00			
60,058	Penetrations and Patchi	1.00	$150.00		$150.00	5.00			
CCode: Misc.					$0.00	-0.75		0 %	-1.68 %
16,056	1 HOUR LABOR (MISC.)	-0.75	$0.00	X	$0.00	-0.75	am		
CCode: Supervision					$0.00	-0.35		0 %	-0.79 %
16,069	1 HR LABOR (MULTIPLE	-0.35	$0.00	X	$0.00	-0.35	as		
CCode: Branch Rough					$644.52	17.05		16.14 %	38.26 %
787	3/4 EMT	310.00	$121.59	C	$376.93	13.95	cb		
799	3/4 EMT 90 ELBOW	3.00	$903.50	C	$27.11	0.44	cb		
844	3/4 EMT CONN D/C	6.00	$101.96	C	$6.12	0.56	cb		
892	3/4 EMT CONN S/C	10.80	$264.30	C	$28.54	1.01	cb		
928	3/4 EMT COUP D/C	12.00	$96.91	C	$11.63	0.00	cb		
952	3/4 EMT COUPL S/C	27.00	$155.08	C	$41.87	0.00	cb		
13,662	4/S BOX 1-1/2" DEEP	4.20	$538.97	C	$22.64	0.42	cb		
13,671	4/S BLANK COVER	4.20	$200.43	C	$8.42	0.21	cb		
13,676	MASONRY BOX 1 GANC	3.00	$4,042.38	C	$121.27	0.45	cb		
CCode: Hangers/Anchors					$506.38	6.16		12.68 %	13.83 %
3,142	1/4-20 X 3/8 RH MACH	36.45	$4.06	C	$1.48	0.18	ch		
3,262	3/8-16 X 3/4 RH COMB	24.00	$21.59	C	$5.18	1.44	ch		
3,630	3/8" WASHER	24.00	$132.06	C	$31.69	0.00	ch		
3,658	3/8" CONCRETE INSERT	6.00	$20.10	C	$1.21	0.60	ch		
3,692	BEAM CLAMPS-CLIP 0N	4.50	$132.94	C	$5.98	0.54	ch		
3,720	1 5/8 DEEP STRUT GAL	30.00	$126.00	C	$37.80	1.80	ch		
3,722	STRUT POST BASE	2.00	$56.06	E	$112.12	0.80	ch		
3,735	KINDORF B911-3/8 SPR	16.00	$890.52	C	$142.48	0.32	ch		
3,744	KINDORF B916 GALV 3-	4.00	$2,816.76	C	$112.67	0.32	ch		

Job Name: Delenao Changes
Job Number: 3331
Extension Name: Final

Item #	Item Name	Quantity	Price 1	U	Ext Price 1	Bid Lbr Ext	CCode	% of Extended Price	% of Extended Hours
3,745	KINDORF B917 GALV 5-	2.00	$2,787.86	C	$55.76	0.16	ch		
CCode: Straps					$66.16	3.48		1.66 %	7.82 %
4,064	1/4-20 APP BEAM CLAI	36.45	$110.00	C	$40.10	1.46	cs		
4,091	3/4 STL COND HGR \	33.75	$0.77	E	$26.07	2.03	cs		
CCode: Trim Devices/Plates					$25.58	0.75		0.64 %	1.68 %
13,339	1G SS POWER PLATE	3.00	$123.46	C	$3.70	0.15	dt		
13,421	GFI RECP, STANDARD	1.00	$852.00	C	$8.52	0.20	dt		
13,435	DPLX 20/3 (5362)	2.00	$668.00	C	$13.36	0.40	dt		
CCode: Branch Wire					$369.90	6.22		9.26 %	13.95 %
40	12 THHN CU STRANDI	123.50	$215.00	M	$26.55	0.49	wb		
41	10 THHN CU STRANDI	1,144.50	$300.00	M	$343.35	5.72	wb		
CCode: Romex/MC/BX					$0.00	0.00		0 %	0 %
					$3,992.55	**44.56**			

J&J SASS ELECTRIC, INC.

30 Grand Street- P.O. Box 1910
Kingston, New York 12402
Ph (845) 331-8666 Fx (845) 331-3176

DATE: 1-13-2025

SUBMITTED TO: Mr. Jonathan Dirocco
JOB NAME: Delano Hitch Aquatic Center
JOB LOCATION: Newburgh, NY
PCO No.2

Provide labor and material associated with providing and installing (2) new wall sconces and (1) flat panel fixture mounted on brick façade behind sign lettering. Includes 1-1/4" underground PVC conduit and (1) Cat6 cable from building rack to new archway. Includes excavation, backfill, and restoration.

Exceptions:
Taxes
Overtime

Clarifications:

Material: $5,193.45
Labor: ($120.45) x51 = $6,142.95
($104.75) x0 = $0
Exc. Sub: $5,100.00
Equipment: $0
Total: $16,436.40
OH@15%: $2,465.46
Total: $18,901.86
Bond: $189.02
Total: $19,090.88

Grand Total: $19,091.00

Indicate status below and return fax to us as soon as possible.
Please note that work will not proceed until we receive this acknowledgement.

_____ Proceed with the above noted work. Signed: _____ ___/___/___
_____ Do not proceed with the above work at this time. Signed:_____ ___/___/___

Thank-you,
Salvatore A. Incorvaia

Vice President

Job Name: Delenao Changes
Job Number: 3331
Extension Name: Final

Item #	Item Name	Quantity	Price 1	U	Ext Price 1	Bid Lbr Ext	CCode	% of Extended Price	% of Extended Hours
Label Set: Combined, Combined, Combined, Combined, Co					**$5,193.45**	**50.51**		**100 %**	**100 %**
CCode: <undefined>					$4,405.13	33.00		84.82 %	65.34 %
60,032	CAT 6 Label/Test	1.00	$1.25		$1.25	0.50			
60,034	CAT 6 Jack	12.00	$8.95		$107.40	3.00			
60,036	CAT 6 Cable	250.00	$0.58		$145.00	5.50			
60,038	Inst Sign Fixture	1.00	$3,651.48		$3,651.48	16.00			
60,040	Mason Chase	1.00	$0.00		$0.00	8.00			
60,042	Wall Sconce	2.00	$250.00		$500.00	0.00			
CCode: Branch Rough					$241.98	4.16		4.66 %	8.23 %
787	3/4 EMT	60.00	$121.59	C	$72.95	2.70	cb		
799	3/4 EMT 90 ELBOW	3.00	$903.50	C	$27.11	0.44	cb		
844	3/4 EMT CONN D/C	6.00	$101.96	C	$6.12	0.56	cb		
928	3/4 EMT COUP D/C	15.00	$96.91	C	$14.54	0.00	cb		
13,676	MASONRY BOX 1 GANG	3.00	$4,042.38	C	$121.27	0.45	cb		
CCode: Feeder Rough					$419.22	10.31		8.07 %	20.41 %
1,134	1 1/4 GRC	10.00	$844.95	C	$84.49	1.00	cf		
1,161	1 1/4 GRC 90 ELBOW	3.00	$1,428.20	C	$42.85	1.05	cf		
2,288	1 1/4 GRC LB BODY	2.00	$32.76	E	$65.52	0.80	cf		
4,388	1 1/4 PVC 40	130.00	$171.70	C	$223.20	5.20	cf		
4,518	1 1/4 PVC MALE TERM	2.00	$157.80	C	$3.16	0.26	cf		
16,062	1 HOUR LABOR (CORE	2.00	$0.00	X	$0.00	2.00	cf		
CCode: Hangers/Anchors					$127.12	3.04		2.45 %	6.02 %
3,262	3/8-16 X 3/4 RH COMB	8.00	$21.59	C	$1.73	0.48	ch		
3,534	3/16X3 C TOGGLE BOLT	12.00	$48.20	C	$5.78	0.60	ch		
3,630	3/8" WASHER	8.00	$132.06	C	$10.56	0.00	ch		
3,720	1 5/8 DEEP STRUT GAL	30.00	$126.00	C	$37.80	1.80	ch		
3,735	KINDORF B911-3/8 SPR	8.00	$890.52	C	$71.24	0.16	ch		
					$5,193.45	**50.51**			

MOXIE

To:	Job/Project Name:
J&J SASS ELECTRIC 30 GRAND ST KINGSTON, NY 12401	DELANO HITCH - EXTERIOR SIGNAGE

Qty	Type	Mfg	Description	Price
			***NO QUANTITIES PROVIDED, SUBJECT TO REVIEW & APPROVAL.*	
			OPTION 1 NOT USED	
2		CORE	CRS-CUST(36"X132")-30K-24V	
2		CORE	PSRX-XXW-24V-UNV	
	NOTE		**CUSTOM SIZE TO BE CONFIRMED.	
	NOTE		**POWER SUPPLY SIZE & QTY TO BE CONFIRMED.	
	NOTE		**INCLUDING LED FIXTURES, CONNECTORS, MOUNTING & POWER SUPPLIES ONLY.	
			SUBTOTAL	**$2,598.76**
2		EURO	EXTERIOR WALL SCONCE	
			SUBTOTAL	**$500.00**
			OPTION 2 USED. SEEMS LIKE BETTER FIT	
			6@11'	
66'		QTRN	WURM-SW-WSC-WET-30-3.0-X-X-X-X-X-PER FT-X	
2		QTRN	QZ-192W-UNV-24V-PH/010-WH	
			SUBTOTAL	**$3,651.48**
			TOTAL:	~~$6,750.24~~

RESOLUTION NO.: _____ - 2025

OF

AUGUST 11, 2025

A RESOLUTION ACCEPTING A PROPOSAL AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH RYAN BIGGS CLARK DAVIS ENGINEERING & SURVEYING, D.P.C. FOR PROFESSIONAL ENGINEERING SERVICES FOR A CONCRETE CONDITION ASSESSMENT AT THE WATER FILTRATION PLANT IN THE AMOUNT OF $24,000.00

WHEREAS, as the City of Newburgh continues to assess the existing conditions at the Water Filtration Plant, it is prudent to evaluate the condition of certain concrete structures located at the Water Filtration Plant; and

WHEREAS, the City solicited and received a proposal from Ryan Biggs Clark Davis Engineering & Surveying, D.P.C. for professional engineering services for a concrete condition evaluation and assessment of existing cast-in-place open top in-ground water tanks at the Water Filtration Plant; and

WHEREAS, such engineering services shall include a complete structural investigation and condition assessment of the tanks through visual observation and non-destructive evaluation of the condition of the existing concrete tank structures and preparation of a report; and

WHEREAS, the cost of such proposal is $24,000.00 and the funds shall be derived from F.8310.0455; and

WHEREAS, this Council finds that entering into a contract with Ryan Biggs Clark Davis Engineering & Surveying, D.P.C. based on the foregoing is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to accept a proposal and execute a contract with Ryan Biggs Clark Davis Engineering & Surveying, D.P.C., for professional engineering services for a concrete condition evaluation and assessment of the certain water tanks at the City of Newburgh Water Filtration Plant in the amount of $24,000.00.

RYAN BIGGS CLARK DAVIS
ENGINEERING & SURVEYING

April 16, 2025

Jason Morris
City of Newburgh
123 Grand Street
Newburgh, NY 12550

Re: Washington Lake Filtration Plant Concrete Evaluation
Newburgh, New York
Ryan Biggs | Clark Davis Proposal P15527

Dear Mr. Morris:

We are pleased to submit this proposal for limited professional services to be performed for the evaluation of selected concrete structures at the existing City of Newburgh Water Filtration Plant located at 493 Little Britain Road, New Windsor, NY. The scope of services includes a visual and non-destructive evaluation of the condition of the existing concrete structures and a summary report providing our findings and recommendations.

Ryan Biggs | Clark Davis Engineering & Surveying, D.P.C., (Ryan Biggs | Clark Davis) and City of Newburgh (Client) agree as set forth below.

I. PROJECT DESCRIPTION

The project is an evaluation of existing cast-in-place open top in-ground water tanks.

1. The scope of the structural evaluation includes three rectangular in ground tanks and four circular in ground tanks. Evaluations are anticipated to be conducted over three separate days/visits as individual tanks are made available for evaluation by Client.

2. Client will drain and clean tanks prior to structural evaluation by Ryan Biggs | Clark Davis.

3. Client will provide all necessary accommodations and services for confined space entry by Ryan Biggs | Clark Davis personnel. Services include but are not limited to personnel access (ladders or stairs), air quality monitoring, continuous supervision, and emergency extraction services.

4. Client will provide original design drawings for review prior to field evaluations by Ryan Biggs | Clark Davis.

5. Evaluation of the existing concrete structures will be conducted by visual observation and non-destructive testing (NDT) techniques to include hammer sounding, chain drag, and sounding wheel. Surface Penetrating Radar and Thermal Imaging evaluation is available if other evaluation techniques indicate the need for its use.

II. SCOPE OF PROFESSIONAL SERVICES

The scope of services provided by Ryan Biggs | Clark Davis is listed in Schedule A as attached or otherwise referenced by this proposal.

III. COMPENSATION FOR PROFESSIONAL SERVICES

Ryan Biggs | Clark Davis will perform the listed services for a fixed fee of $24,000.

IV. AGREEMENT DOCUMENTS

The services authorized by the Agreement will be performed in accordance with this Proposal and its attachments, schedule exhibits, and referenced documents. The terms and conditions of the Agreement are identified in Schedule B as attached or otherwise referenced by this proposal.

Thank you for considering us for this project. We look forward to working with you.

Your signature in the space provided indicates your understanding and acceptance of the provisions set forth herein. Please email a signed copy of this proposal to contracts@ryanbiggs.com.

Agreed to by:

RYAN BIGGS | CLARK DAVIS ENGINEERING & SURVEYING, D.P.C.	CITY OF NEWBURGH
	
Authorized Signature	Authorized Signature
Otto J. Schwarz, P.E., S.E., Senior Associate Print Name & Title	Todd Venning - City Manager & CEO Print Name & Title
April 16, 2025 Date	Date
	Client Project Number or Purchase Order Number

SCHEDULE A – SCOPE OF SERVICES

The scope of services provided by Ryan Biggs | Clark Davis will be to:

1. Review specifications and drawings of original structure and previous expansions, repairs, or rehabilitation work if available. Documents to be provided by Client.

2. Make observations, take measurements, and conduct NDT of existing conditions as required for our work. This includes a combination of observations from the ground, ladders, interior of tanks, and other pertinent areas. As limited facilities may be taken off-line at any given time, it is anticipated that a separate trip to site will be required for evaluation of each allowable group of the tanks as they become available for evaluation.

   Client will coordinate access to building interiors, coordinate with tenants, and make arrangements with adjacent property owners to allow access for equipment and personnel as required for our work.

   Removal of finishes or equipment in order to observe conditions is not within the scope of this evaluation.

   Observations will be conducted under the understanding that the tanks are classifiable as a non-permit-required confined space by OSHA. Client will provide all necessary services for OSHA compliance.

3. Perform limited sounding survey at representative areas to identify existing deterioration and delaminated areas.

4. Perform non-destructive testing using Surface Penetrating Radar (SPR) at representative areas to determine reinforcing size and spacing, if necessary.

5. Prepare a preliminary report describing our findings. In the report, we will:

   a. Describe the existing construction.
   b. Identify problems observed, including photographs of representative issues.
   c. Recommend removals or testing.
   b. Develop a priority list of concept-level repair work to address problems observed.
   c. Prepare an opinion of probable construction cost for repairs identified.

6. Meet with Client (virtual) to review the report and Client's comments.

7. Issue a final report.

The following services are not included in Ryan Biggs | Clark Davis' proposed fee. If requested, Ryan Biggs | Clark Davis can be retained to provide additional scope items as noted in the Additional Services section of the Terms and Conditions.

1. Provide geotechnical testing and engineering services.

2. Remove interior finishes or other portions of the building to directly observe hidden structural components.

3. Use rigging or climbing equipment to access portions of the building.

4. Prepare drawings of the building.

5. Prepare structural designs for repairs or modifications to the building.

6. Design reinforcing of existing structure to support increased seismic loads, increased wind loads, increased snow loads, or drifted snow loads.

7. Provide design or construction phase services. A proposal for these project phases will be provided if requested.

- END SCHEDULE A -

SCHEDULE B – TERMS AND CONDITIONS

I. STANDARD TERMS AND CONDITIONS

1. Billing and Payment

a. Invoice will be sent monthly.
b. Payment shall be mailed to: Ryan Biggs | Clark Davis Engineering & Surveying, D.P.C., 257 Ushers Road, Clifton Park, New York 12065.
c. Payment is due upon receipt.
d. After 30 days, interest charges will be added to unpaid accounts at a monthly rate of 1 percent of the unpaid balance and accrued monthly until account is paid in full.
e. If the Client fails to make payments to Ryan Biggs | Clark Davis in accordance with this agreement, such failure shall be considered substantial nonperformance and cause for termination, or at Ryan Biggs | Clark Davis' option, cause for suspension of performance of services under this agreement. If services are suspended, Ryan Biggs | Clark Davis shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, Ryan Biggs | Clark Davis shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of Ryan Biggs | Clark Davis' services. Ryan Biggs | Clark Davis' fees for the remaining services and the time schedules shall be equitably adjusted.

2. Standard Hourly Rates

a. Ryan Biggs | Clark Davis' current rates are as follows:

Personnel	Hourly Rates
Principal/Principal Consultant	$280
Principal Associate	240
Senior Associate	220
Associate	200
Senior Engineer	180
Chief Surveyor	160
Professional/Restoration Engineer	160
Design Engineer II	140
Design Engineer I	120
Designer II	120
Designer I	100
Technician	100
Non-Technical	60

b. After 6 months, the hourly rates may increase at the discretion of Ryan Biggs | Clark Davis and may increase annually thereafter.

3. Additional Services

Services not indicated or which are subsequently requested, either verbally or in writing, will be considered additional services. The fee will be based upon either a mutually agreed fixed fee or an hourly basis at rates in effect at the time the services are performed, plus reimbursable expenses as previously defined.

4. Client's Responsibilities

Client shall make available to Ryan Biggs | Clark Davis all records and data pertinent to the project and will give all reasonable assistance to Ryan Biggs | Clark Davis in obtaining such additional information as may be required. Client shall provide access to and make all provisions for Ryan Biggs | Clark Davis to enter upon public and private lands as required by Ryan Biggs | Clark Davis to perform such work as surveys and observations in the development of the project.

5. Allocation of Risk

Standard of Care

The standard of care for all services performed by Ryan Biggs | Clark Davis and its employees under this agreement will be the care and skill ordinarily used by professionals practicing under similar circumstances at the same time and in the same locality. Apart from such obligation there is no representation, warranty, guarantee, or other obligation of Ryan Biggs | Clark Davis or its employees arising out of this proposal, its acceptance, the provisions of services, or the relationship between the parties in respect to any of them. The cumulative liability of Ryan Biggs | Clark Davis and its employees for all types of damages incurred or suffered as a result of any breach of such obligation, howsoever arising, (including negligence) shall be limited in the aggregate to $50,000 or fee received, whichever is larger.

If a required item or component of the project is omitted from Ryan Biggs | Clark Davis' Contract Documents by Ryan Biggs | Clark Davis error, Ryan Biggs | Clark Davis shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will Ryan Biggs | Clark Davis be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

In no event shall Ryan Biggs | Clark Davis and its employees be required to perform services on a schedule which, in its professional judgement, does not allow sufficient time to perform those services in accordance with normal professional standards.

Ryan Biggs | Clark Davis shall not be responsible for any and all special, incidental, indirect or consequential damages, including but not limited to loss of profits or revenue, for claims, disputes or other matters in question arising out of or relating to this Agreement or the underlying Project, whether caused by negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause.

Indemnification

a. The Client agrees to indemnify and hold harmless Ryan Biggs | Clark Davis and its employees from and against any and all damages, losses, liabilities or costs, including reasonable attorneys' fees, and defense costs arising out of or resulting from the performance of the services, provided and to the extent that all damages, losses, liabilities or costs are caused by the negligent act or omission of the Client.
b. Ryan Biggs | Clark Davis agrees to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, but only to the

extent caused by Ryan Biggs | Clark Davis' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Ryan Biggs | Clark Davis is legally liable.

Neither the Client nor Ryan Biggs | Clark Davis shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

c. Ryan Biggs | Clark Davis will require a matching indemnification from any Subconsultant/Subcontractor retained for this project.

General Liability

The limit of liability for General Liability insurance is $1,000,000 per occurrence, $2,000,000 aggregate.

6. Taxes

All taxes or fees on services applicable to this contract enacted by local, state, or federal government subsequent to the date of this contract and based on gross receipts or revenues will be added to amounts due under this contract, in accordance with any such fees or taxes.

7. Termination of Services

This agreement can be terminated by either party upon receipt of a 30-day written notice. Ryan Biggs | Clark Davis will be paid in full for all services and reimbursements provided up to the date of termination.

8. Agreement Form and Period

a. The scope and fee indicated are predicated upon execution of this proposal in this form including all terms and conditions. Alternative forms of contract or revision proposed by the Client will require reevaluation of the scope and fee by Ryan Biggs | Clark Davis.
b. This proposal is valid for a period of 60 days from the date on the first page.
c. The agreement period is to last nine months from the Ryan Biggs | Clark Davis signature date on the last page.

9. Contract Disputes

If a dispute arises out of or related to this contract or breach thereof, and if the said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation using the Mediation Rules of the American Arbitration Association before seeking settlement in a judicial forum.

10. Third-Party Exclusion

This agreement does not create any right or benefits for parties other than Ryan Biggs | Clark Davis and the Client.

II. ADDITIONAL TERMS AND CONDITIONS

1. Construction Cost

An opinion of probable construction cost is made on the basis of Ryan Biggs | Clark Davis' experience and best judgment as a design professional. However, since Ryan Biggs | Clark Davis has no control over cost of labor, materials, or equipment, or over competitive bidding or market conditions, Ryan Biggs | Clark Davis cannot guarantee that proposals, bids, or the construction cost will not vary from its opinion of probable cost. If Client wishes greater assurance as to the construction cost, Client should employ an independent cost estimator.

2. Hazardous and Asbestos-Containing Materials

Ryan Biggs | Clark Davis shall have no responsibility for the discovery, presence, or removal of any hazardous material, including mold, asbestos-containing material, lead-based paint, or contaminated soil; but as an additional service, Ryan Biggs | Clark Davis will assist the Client, if requested, in securing the services of a hazardous waste removal consultant.

Prior to performing removals, the Owner is responsible for retaining a specialty consultant to investigate for the presence of hazardous material and notify Ryan Biggs | Clark Davis of the presence of any hazardous material.

3. Existing Conditions

Inasmuch as the evaluation of an existing structure requires that certain assumptions be made regarding existing conditions, some of which may be concealed by existing materials or cannot be investigated by reasonable visual observations, and because some of these assumptions cannot be verified without expending great sums of additional money or destroying otherwise adequate or serviceable portions of the structure, the Client agrees that except for negligence on the part of Ryan Biggs | Clark Davis, the Client will hold harmless and indemnify Ryan Biggs | Clark Davis for and against any and all claims, damages, awards, and costs of defense arising out of the professional services provided under this agreement.

4. Documents

All documents produced by Ryan Biggs | Clark Davis under this agreement are instruments of professional service. Upon completion and payment for services, the documents become the property of Client. The documents may not be modified by this Client for any other endeavor without the written consent of Ryan Biggs | Clark Davis.

- END SCHEDULE B -

EXTRACT OF MINUTES

Meeting of the City Council of the

City of Newburgh, in the

County of Orange, New York

August 11, 2025

* * *

A regular meeting of the City Council of the City of Newburgh, in the County of Orange, New York, was held at the City Hall, Newburgh, New York, on August 11, 2025, at _____ o'clock P.M. (Prevailing Time).

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

Councilpersons:

There were absent:

Also present: Katrina Cotten, City Clerk

* * *

_____ offered the following resolution and moved its adoption:

RESOLUTION NO. ___ - 2025

OF

AUGUST 11, 2025

BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED AUGUST 11, 2025, AUTHORIZING FINANCING FOR THE SOUTH INTERCEPTOR SEWER IMPROVEMENT PROJECT, STATING THE ESTIMATED TOTAL COST THEREOF IS $15,800,000, APPROPRIATING SAID AMOUNT THEREFOR AND AUTHORIZING THE ISSUANCE OF $15,800,000 BONDS TO FINANCE SAID APPROPRIATION AND THE APPLICATION OF ANY GRANT FUNDS RECEIVED OR EXPECTED TO BE RECEIVED FROM THE UNITED STATES OF AMERICA, THE STATE OF NEW YORK OR FROM ANY OTHER SOURCE TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE OR REDEMPTION OF THE CITY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS

Recitals

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

WHEREAS, pursuant to a Modification Order on Consent approving a Schedule of Compliance for Phases I through V of the LTCP, the City is undertaking the South Interceptor Improvement Project as part of Phase V of the LTCP, all as further described in the preliminary engineering report entitled "South Interceptor Sewer Improvements" prepared June 2023 and revised June 2024 for the City by Arcadis of New York, Inc. and on file in the office of the City Clerk (the "South Interceptor Sewer Improvement Project");

WHEREAS, by resolution No. 96-2024 adopted on May 13, 2024, the City Council determined that the South Interceptor Sewer Improvement Project constituted a "Type I" action pursuant to the provisions of the New York State Environmental Quality Review Act and the regulations promulgated thereunder and contained within 6 NYCRR Part 617.6 (collectively, "SEQRA"), a complete Full Environmental Assessment Form was prepared and accepted by the City Council and a negative declaration finding that the South Interceptor Sewer Improvement Project will not have a significant effect on the environment was issued;

WHEREAS, the City has been awarded or expects to receive grants and/or other funds from the United States of America, the State of New York and/or other sources to pay a like portion of the estimated cost of the South Interceptor Sewer Improvement Project.

NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF NEWBURGH, IN THE COUNTY OF ORANGE, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said City Council) AS FOLLOWS:

Section 1. The City of Newburgh, in the County of Orange, New York (herein called the "City"), is hereby authorized to finance the cost of the South Interceptor Sewer Improvement Project, consisting of design and construction of a new interceptor to replace the

existing South Interceptor Sewer, as further described in the preliminary engineering report entitled "South Interceptor Sewer Improvements" prepared June 2023 and revised June 2024 for the City by Arcadis of New York, Inc. The estimated maximum cost of said South Interceptor Sewer Improvement Project, including preliminary costs and costs incidental thereto and to the financing thereof, is $15,800,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the principal amount of not to exceed $15,800,000 bonds of the City and any bond anticipation notes issued in anticipation of the sale of such bonds to finance said appropriation, the levy and collection of taxes on all the taxable real property in the City to pay the principal of and interest on said bonds and notes, and the application of any grant monies received or expected to be received by the City from the United States of America, the State of New York, including the Environmental Facilities Corporation ("EFC") or from any other source to be expended towards the cost of the South Interceptor Sewer Improvement Project or redemption of the bonds or notes issued therefor or to be budgeted as an offset to the taxes to be levied and collected for the payment of such principal and interest.

Section 2. Bonds of the City in the principal amount of $15,800,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law"), to finance said appropriation.

Section 3. The period of probable usefulness of the specific object or purpose for which said not to exceed $15,800,000 bonds herein authorized are to be issued, within the limitations of Section 11.00 a. 4 of the Law, is forty (40) years.

Section 4. The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the City for expenditures made after the effective date of this resolution for the purpose or purposes for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 5. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the City, payable as to both principal and interest by general tax upon all the taxable real property within the City. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the City Council relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and relative to executing

agreements for credit enhancement, are hereby delegated to the Director of Finance, the chief fiscal officer of the City. Further, in connection with bonds and bond anticipation notes issued under the authority of Section 2 hereof, the power to contract with and sell bonds and bond anticipation notes to EFC pursuant to Section 169.00 of the Law and to approve the terms, form and content of such bonds and bond anticipation notes, consistent with the provisions of the Law, is hereby delegated to the Director of Finance. The Director of Finance is hereby further authorized to submit an application and execute, on behalf of the City, a project financing and loan agreement, and any other agreements with EFC, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the specific object or purpose described in Section 1 hereof, or a portion thereof, by a serial bond, and, or a bond anticipation note issue in the event of the sale of same to EFC.

Section 7. Pursuant to the provisions of section 16 of Chapter 223 of the New York Laws of 2010, which shall be deemed repealed on August 30, 2025, the City is authorized to include in this resolution the following pledge and agreement of the State of New York (herein called the "State") contained in said Section 16:

"The state does hereby pledge to and agree with the holders of any bonds, notes or other obligations issued by the city during the effective period of this act and secured by such a pledge that the state will not limit, alter or impair the rights hereby vested in the city to fulfill the terms of any agreements made with such holders pursuant to this act, or in any way impair the rights and remedies of such holders or the security for such bonds, notes or other obligations until such bonds, notes or other obligations together with the interest thereon and all costs and

expenses in connection with any action or proceeding by or on behalf of such holders, are fully paid and discharged."

Section 8. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution or a summary hereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the constitution.

Section 10. This Bond Resolution shall take effect immediately, and the City Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by §81.00 of the Law in *"The Mid Hudson Times,"* and *"The Hudson Valley Press,"* two newspapers each having a general circulation in the City and hereby designated the official newspapers of said City for such publication.

The resolution was declared adopted.

The adoption of the foregoing resolution was seconded by _____ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

****

CERTIFICATE

I, KATRINA COTTEN, City Clerk of the City of Newburgh, in the County of Orange, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the City Council of said City of Newburgh duly called and held on August 11, 2025, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said City Council and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City of Newburgh this _____ day of August, 2025.

(SEAL)

_____
City Clerk

(THE FOLLOWING NOTICE IS TO BE ATTACHED TO AND
TO BE PUBLISHED
WITH SUMMARY OF RESOLUTION AFTER ADOPTION)

NOTICE

The bond resolution, a summary of which is published herewith, has been adopted on August 11, 2025, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the CITY OF NEWBURGH, in the County of Orange, New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the constitution.

KATRINA COTTEN
City Clerk

RESOLUTION NO. _____ OF 2025

BOND RESOLUTION DATED AUGUST 11, 2025

BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED AUGUST 11, 2025, AUTHORIZING FINANCING FOR THE SOUTH INTERCEPTOR SEWER IMPROVEMENT PROJECT, STATING THE ESTIMATED TOTAL COST THEREOF IS $15,800,000, APPROPRIATING SAID AMOUNT THEREFOR AND AUTHORIZING THE ISSUANCE OF $15,800,000 BONDS TO FINANCE SAID APPROPRIATION AND THE APPLICATION OF ANY GRANT FUNDS RECEIVED OR EXPECTED TO BE RECEIVED FROM THE UNITED STATES OF AMERICA, THE STATE OF NEW YORK OR FROM ANY OTHER SOURCE TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE OR REDEMPTION OF THE CITY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS

object or purpose: to finance the cost of the South Interceptor Sewer Improvements, consisting of design and construction of an interceptor to replace the existing South Interceptor Sewer, as further described in the preliminary engineering report entitled "South Interceptor Sewer Improvements" prepared June 2023 and revised June 2024 for the City by Arcadis of New York, Inc., including preliminary costs and costs incidental thereto and to the financing thereof, at the total estimated maximum cost of $15,800,000

period of probable usefulness: forty (40) years

amount of obligations to be issued: $15,800,000

A complete copy of the Bond Resolution summarized above and such engineering reports shall be available for public inspection during normal business hours at the office of the City Clerk, in Newburgh, New York.

Dated: August 11, 2025
Newburgh, New York

RESOLUTION NO.: _____ - 2025

OF

AUGUST 11, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION WATER INFRASTRUCTURE IMPROVEMENT PROGRAM GRANT NOT TO EXCEED $25,000,000.00 WITH A 25% MATCH FOR THE DESIGN AND CONSTRUCTION OF THE LONG TERM CONTROL PLAN PHASE V SOUTH INTERCEPTOR SEWER IMPROVEMENTS PROJECT

WHEREAS, the New York State Environmental Facilities Corporation ("EFC") through its Water Infrastructure Improvement Program ("WIIA") is offering $325 million in grants for clean and drinking water projects to selected municipalities with infrastructure projects that protect health and/or water quality; and

WHEREAS, eligible project examples include but are not limited to water quality infrastructure projects at municipally-owned sewage treatment systems for construction, replacement or repair of infrastructure; and

WHEREAS, the City of Newburgh proposes to apply for and accept if awarded an EFC WIIA Program Grant to fund the design and construction of the Long Term Control Plan Phase V South Interceptor Sewer Improvements Project; and

WHEREAS, such grant funds shall be in an amount not to exceed $25,000,000.00 with a 25% match to be provided through other funding options, including grants and low interest loans;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Environmental Facilities Corporation Water Infrastructure Improvement Program ("WIIA") grant in an amount not to exceed $25,000,000.00 with a 25% match to fund the Long Term Control Plan Phase V South Interceptor Sewer Improvements Project; and that the City Manager be and he is hereby authorized to execute all such grant application forms, contracts and documentation and take such further action as may be appropriate and necessary to accept such grant and administer the program funded thereby.

Environmental Facilities Corporation | Department of Health

GRANT SUMMARY

New York State Water Infrastructure Improvement (WIIA) & Intermunicipal Water Infrastructure Grant (IMG) Programs

OVERVIEW

The New York State Environmental Facilities Corporation (EFC) is offering $325 million in grants for clean and drinking water projects to selected municipalities with infrastructure projects that protect public health and/or water quality. EFC and the New York State Department of Health (DOH) will evaluate all project applications received by the due date (**5:00 p.m. on Friday, September 12, 2025**) based on certain factors: protection of public health and water quality; median household income; population served; governmental and community support; environmental justice and disadvantaged community considerations; and the readiness of the project to proceed.

PROGRAM CHANGES:

The following change has been made for this round of WIIA/IMG grant funding:

- For Drinking Water projects, all projects may be awarded up to 70% of net eligible project costs.
- For Clean Water projects, a municipality is limited to a maximum of $25 million in grant; a municipality is limited to no more than two project awards.

AVAILABLE FUNDING

WIIA Clean Water Projects
An applicant with an eligible clean water project(s) may receive WIIA grant funding as described below:

- A *project*, which includes all phases of the project, may be awarded the lesser of $25 million or 25% of net eligible project costs (total eligible project costs less any third-party grants awarded for the project) estimated at the time of application.
- Any awarded grants administered through EFC will not impact net eligible project cost calculations.

A Clean Water project serving a small, rural, and disadvantaged community with a population of 3,500 or less may qualify for an enhanced WIIA award that will fund **50%** of net eligible project costs up to $25 million. To qualify for the enhanced WIIA award, the community must meet the hardship criteria as defined in the 2025 Clean Water Hardship Policy[1].

[1] Municipalities will be evaluated based on the criteria set forth in the 2025 Clean Water Hardship Policy using the Statewide MHI set forth in the 2023 American Communities Survey. The 2023 ACS Statewide MHI for New York State is $84,578 which is adjusted for certain counties by a Regional Cost Factor (RCF).

No more than two projects per municipality can be awarded in the current round. If a municipality applies for more than one project during the current round, EFC will prioritize the awards based on the scores of the projects until the projects have received 25% of net eligible project costs or the $25 million cap per municipality has been reached.

WIIA Drinking Water Projects
An applicant with an eligible drinking water project may receive WIIA grant funding as described below:

- A project addressing one or more of the emerging contaminants (EC) PFOA, PFOS, or 1,4-dioxane above the current New York State Maximum Contaminant Level (MCL) may be awarded 70% of net eligible project costs with no cap.
- A project addressing an EC below a current New York State MCL may be awarded the lesser of $5 million or 70% of net eligible project costs.
- All other projects not addressing an EC, which include all phases of the project, may be awarded the lesser of $5 million or 70% of net eligible project costs.
- A Municipality may apply for a WIIA grant on more than one project, but each municipality is limited to receiving no more than $5 million per year, unless they have a project(s) that address one or more of the ECs PFOA, PFOS, or 1,4-dioxane above the current New York State MCL.

Excluding EC projects, municipalities are limited to $5 million of combined Drinking Water State Revolving Fund (DWSRF) Base grant, DWSRF Infrastructure Investment and Jobs Act (IIJA, formerly referred to as the Bipartisan Infrastructure Law, or BIL) General Supplemental grant, and WIIA grants annually.

IMG Clean Water and Drinking Water Projects

Cooperating municipalities with an eligible project may receive an IMG grant award as described below:

- The lesser of $30 million or 40% of net eligible project costs.

A municipality is limited to receiving one IMG grant per year.

ELIGIBILITY REQUIREMENTS

A WIIA grant or IMG grant is available only to a municipality, which is defined to include a county, city, town, village, district corporation, county or town improvement district, school district, Indian nation or tribe recognized by the state or the United States with a reservation wholly or partly within the boundaries of New York State, any public benefit corporation or public authority established pursuant to the laws of New York or any agency of the State that is empowered to construct and operate a water quality infrastructure project.

Eligible projects include water quality infrastructure projects at municipally-owned sewage treatment works[2] OR municipally-owned public water systems[3] for:

- Construction, replacement, or repair of infrastructure; or
- Upgrades to comply with environmental and public health laws and regulations related to water quality;
- System upgrades and innovative pilot technologies to combat one or more EC, such as PFOA, PFOS and 1,4 dioxane; and
- System upgrades to address combined and/or sanitary sewer overflow impacts from sustained rain events.

Each WIIA and IMG project must meet the following criteria:

- Result in construction for the requested scope;
- Not be for the construction of infrastructure that exclusively supports residential or commercial development;
- Must not have issued a Notice to Proceed before October 1, 2023 for construction of the project;
- Not have completed construction before September 12, 2025; and
- Include the applicable EFC terms and conditions in all contracts.

Each IMG project must meet the following criteria:

- Serve multiple municipalities;
- Be a shared drinking water or sewage treatment infrastructure project, such as:
    - More than one municipality jointly undertaking a capital improvement project,
    - Consolidation of intermunicipal facilities,
    - Joint upgrades to shared water quality infrastructure,
    - Regional wastewater or water facilities, or
    - Interconnection of multiple municipal water systems.
- Have a valid and binding project Intermunicipal Agreement (IMA) between at least two cooperating municipalities for the financing and implementation of the IMG project that describes the proposed project, the role of each municipality, and the costs attributable to each municipality; and
- Designate a “lead municipality” that applies on behalf of all cooperating municipalities.

PROGRAM REQUIREMENTS

Program requirements for WIIA and IMG recipients include minority- and women-owned business enterprise (MWBE) participation, equal employment opportunity (EEO), service-disabled veteran-owned business (SDVOB) participation, smart growth, and environmental review.

There are additional program requirements for recipients of WIIA and IMG grants that also utilize SRF financial assistance. These requirements include procurement of

[2] Sewage treatment works as defined in ECL § 17-1903.

[3] Eligible project as defined in paragraphs (a), (b), (c), and (e) of subdivision 4 of § 1160 of the Public Health Law.

Architectural/Engineering (A/E) services, American Iron and Steel (AIS), and Davis-Bacon federal prevailing wage requirements.

All contracts entered into by recipients that are to be paid for with WIIA funds, IMG funds, or SRF financial assistance must demonstrate compliance with EFC's program requirements and must include the required contractual language from the applicable Terms and Conditions in all contracts. Any contracts that do not include the required contractual language, including those executed prior to grant application, will be disqualified from funding.

Additional information on program requirements is available on EFC's website at www.efc.ny.gov, including EFC's terms and conditions and the current Intended Use Plans for the SRF programs.

Please Note: Projects co-funded with IIJA federal grant or loan funds are subject to additional federal programmatic requirements.

APPLICATIONS

Applicants who would like to be considered for a WIIA and/or IMG grant must submit a grant application and the following required documentation to EFC no later than 5:00 p.m. on **Friday, September 12, 2025:**

- Engineering Report[4], including a current project schedule and budget
- Complete Environmental Review Documentation
- State Historic Preservation Office (SHPO) Project Review Determination Letter
- Proof of filing of the most recent Annual Financial Report (AFR)
- Bond/Authorizing Resolution[5]:
    - *Bond Resolution:* If debt will finance any portion of the project, you must submit a bond resolution that includes the total project costs to be financed, including any SRF financing, and appropriating the local match source.
    - *Authorizing Resolution:* If debt will not be issued to finance any portion of the project, you must submit a resolution that authorizes the undertaking of the project and the total funding appropriated for the project, including the appropriation of any local match source. The resolution must also designate a representative of the applicant who is authorized to sign the funding agreement with EFC and any associated documents.

[4] The Engineering Report for projects must conform to EFC's Engineering Report Outline for clean water projects and drinking water projects.

[5] For certain WIIA/IMG Grant Only applications (e.g., sewer or water districts), please note the following: Certain applicants may not have the authority to incur debt on their own and pass a bond resolution but may plan to finance the balance of their project with debt issued by a third-party governing municipality. In such a case, an authorizing resolution from the applicant is required with the initial application which formally requests the governing municipality adopt a bond resolution for the project. The bond resolution from the governing municipality, if not adopted at the time of the application, must be received by EFC no later than 6 months from the date of any WIIA award to the applicant.

- If the project is under construction, provide executed construction contract(s) that include the applicable EFC terms and conditions.
- If applying for IMG, a valid and binding Intermunicipal Agreement (IMA) between at least two cooperating municipalities for the funding and implementation of the project and prescribing the responsibilities of all parties in relation to the project.
- If seeking SRF financing in addition to grant funds, a complete SRF Financing Application.

Applications must be submitted using the online Application Form located on EFC's website at www.efc.ny.gov/WIIA. Applications that are submitted without all required information and documentation will be deemed unacceptable and will not be processed. Even if you believe the same documentation has been submitted before, you must include the documentation with the application.

CONTACT US

Please direct all questions about the WIIA or IMG grant programs and application to:

Máire Cunningham
New York State Environmental Facilities Corporation
625 Broadway
Albany, New York 12207-2997
Phone: (518) 402-6924
E-mail: NYSWaterGrants@efc.ny.gov

City of Newburgh

GRANT APPLICATION FORM

JUL 1 2025

Grant Requestor:
Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Administrator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR		
NAME OF PROJECT FOR GRANT: South Interceptor Sewer Improvements Project (LTCP Phase-V)	NAME OF DEPARTMENT REQUESTING GRANT: Engineering Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Jason Morris – Commissioner of Public Works & City Engineer
NAME OF GRANT/NAME OF AWARDING AGENCY: New York State Department of Environmental Conservation (NYSEFC) – 2025 Water Infrastructure Improvement Program (WIIA)	GRANT SUBMITTAL DATE: September 12, 2025	AMOUNT OF AWARD: Up to $25 million or 25% of eligible costs, whichever is less
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) Yes, remainder of project costs above and beyond the 25% (approximately $12 million) or less if other grant awards are obtained. Match will be provided by additional grants and future project financing through the New York State Environmental Facilities Corporation (NYSEFC). Financing Application will be prepared for submission in September 2025. Project is currently listed in the NYSEFC's Intended Use Plan (IUP) for future financing.	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: Up to $12 million in matching funds for this specific grant if the City is awarded full grant amount. Total project costs are estimated at $16 million	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS: Requires a completed Engineering Report, Completed SEQRA, SHPO Documentation, Proof of AFR submission, Bond Resolution & Completed SRF Financing Resolution.

City of Newburgh

GRANT APPLICATION FORM

PROJECT PLAN: The South Interceptor Sewer Improvements Project is a required project listed in the Order on Consent for the City's Long Term CSO Control Plan. The project involves the replacement of an existing 36-inch interceptor sewer with a new, larger 54-inch diameter sewer to increase the flow capacity of the collection system to convey additional combined sewer to the City's wastewater treatment plant for treatment before discharge. These improvements will reduce combined sewer overflows to the Hudson River in accordance with the City's Long Term CSO Control Plan. The preliminary planning phase/engineering report for the project has been completed prior to the consent order milestone date of January 3, 2028. The preliminary estimate for the project is $16 million. The City is currently seeking grant funds and financing to proceed with both design and construction of the project.
Scope of Project: Replacement of the existing South Interceptor Sewer in the area from Regulator No. 2 to the existing manhole in Water Street. Acquisition of real property and easements to facilitate construction.
Key Stakeholders: City of Newburgh, US EPA, NYSDEC, NYSEFC

Project Timeline: Order on Consent Required Compliance Dates as follows:
Completion of Planning Phase = January 3, 2028 (COMPLETED)
Completion of Design Phase = October 3, 2028
Issuance of Notice to Proceed to Construction = April 3, 2029
Construction Completion = December 31, 2030
Operational Startup = December 31, 2030

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? ~~YES~~/NO:

COMMENTS: N/A

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS: N/A

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS: N/A

ANY ADDITIONAL COMMENTS:

Asst.

→ APPROVED BY CITY COMPTROLLER? YES/NO

Asst. **CITY COMPTROLLER SIGNATURE:** _____

DATE: 07/01/25

City of Newburgh

GRANT APPLICATION FORM

NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS ADMINISTRATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

CORPORATION COUNSEL SIGNATURE: _____

DATE: 7/1/2025

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

August 7, 2025 W.S.
August 7, 2025 Council Meeting

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER SIGNATURE: _____

DATE: 7/1/25

RESOLUTION NO.: _____ - 2025

OF

AUGUST 11, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT WITH RIVERKEEPER, INC. FOR THE HOLDEN DAM REMOVAL PROJECT

WHEREAS, by Resolution Nos. 105-2024 of May 13, 2025, the City Council of the City of Newburgh declared its support for the project to remove the Holden Dam owned by the City of Newburgh as part of a larger project with the City of Newburgh under a National Fish and Wildlife Foundation 2023 National Coastal Resiliency Fund Grant for the Holden Dam Removal Project (the "Project"), which includes protecting the West Trunk Sewer Line and endorsed the joint participation of Riverkeeper, Inc. in the Project subject to a memorandum of agreement between the parties; and

WHEREAS, the Riverkeeper and the City have memorialized the designation of specific roles, tasks, responsibilities, expertise, and contributions each of the Parties will undertake, including project management, technical expertise, marketing, granting of access and obligation of funding required to carry out the Project in a Memorandum of Agreement; and

WHEREAS, this Council has reviewed the attached agreement and has determined that entering into the same is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the Memorandum of Agreement, as annexed hereto, with Riverkeeper, Inc. for the Holden Dam Removal Project.

MEMORANDUM OF AGREEMENT

This Agreement ("Agreement") is entered into this __ day of _____ 2025 by and between Riverkeeper, Inc. ("Riverkeeper"), with a principal location at 20 Secor Road, Ossining, New York 10562 and the City of Newburgh ("Owner"), with a principal location at 83 Broadway, Newburgh, NY 12550 (together, the "Parties" to this Agreement) to set forth roles and responsibilities regarding the removal of the Holden Dam (the "Dam") on Quassaick Creek.

WHEREAS, Riverkeeper is a member-supported watchdog organization dedicated to defending the Hudson River and its tributaries and protecting the drinking water supply of nine million New York City and Hudson Valley residents. Riverkeeper is incorporated under the laws of New York and is qualified as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, the City of Newburgh is a municipal corporation organized and existing under the laws of New York State; and

WHEREAS, the City of Newburgh is the owner of the Holden Dam (NYS ID: 195-0535B, Federal ID: NY13206), located at 41.491944, -74.0241667 (the "Property"), on Quassaick Creek; and

WHEREAS, the removal of the Dam is expected to have beneficial impacts for the City of Newburgh and the environment, including stabilizing the City's West Trunk Sewer corridor, removal of an attractive nuisance, flood reduction and hazard mitigation during dangerous high water events, restoration of passage for fish and other aquatic organisms, remediation of local sediments, and improvement of the flow and function of Quassaick Creek; and

WHEREAS, on May 15, 2024, Riverkeeper was awarded $3,878,993.90 from the National Fish and Wildlife Foundation National Coastal Resilience Fund ("NFWF NCRF") for the Holden Dam Removal Project (the "Project") for a grant period of three years (January 1, 2024 through December 31, 2026); and

WHEREAS, by Resolution No. 105-2024 of May 13, 2024, the Council of the City of Newburgh endorsed Riverkeeper's participation in the removal of Holden Dam as part of a larger project in partnership with the City of Newburgh, pursuant to the National Fish and Wildlife Foundation 2023 National Coastal Resilience Fund grant for the Project, subject to a memorandum of understanding between both parties; and

WHEREAS, the Parties acknowledge that a partnership between them is crucial to completion of the Project, and both Parties seek to memorialize the designation of specific roles, tasks, responsibilities, expertise, and contributions each of the Parties will undertake, including project management, technical expertise, marketing, granting of access and obligation of funding required to carry out the Project;

NOW, THEREFORE, in consideration of the benefits to accrue to the Parties hereto and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

I. Term of Agreement. This Agreement is effective as of the date this Agreement is signed by the Parties. The term of this Agreement is five (5) years from the effective date. After commencement of construction, the Agreement shall renew for one-year terms until such time the Project is complete. The term "complete" shall be defined as the Project reaching final completion inclusive of all of the following: (1) Completion of all construction activities, final site stabilization and full demobilization by all contractors and subcontractors, (2) Final payment issued to all contractors, subcontractors, vendors and professional service organizations associated with the Project, (3) Certification of Completion for the Project issued by the New York State Licensed Professional Engineer charged with overseeing construction of the project, (4) Issuance of all project certifications to all regulatory agencies as required, (5) Extinguishment and release of all project liens that may exist against the Project or Property, (6) Expiration and completion of any post-construction project monitoring requirements that may be imposed by any regulatory agency, and (7) Extinguishment of all temporary construction easements and/or access agreements that are required to construct the Project.

II. Provisions of Agreement.

a. Owner Responsibilities:
   i. Owner agrees to work jointly with Riverkeeper to accomplish completion of the Project.
   ii. Owner agrees to grant Riverkeeper and its agents, employees, and contractors access to the City-owned portion of the Property for all purposes necessary to complete the Project through a separate license agreement.
   iii. Owner will assume the role as 'owner' of the Dam for the purposes of the New York State Department of Environmental Conservation ("NYS DEC") Joint Application Permit (JAP) package.
   iv. Owner will attend meetings with Riverkeeper and the Professional Engineering firm ("Consulting Engineer") contracted by Riverkeeper to provide input, review and comment on designs and plans prepared by the Consulting Engineer, and to provide review and consent on the JAP package throughout the design, permitting and construction phases of the Project. Such consent shall not be unreasonably withheld or delayed, and determinations shall be rendered within any applicable state deadline.
   v. Owner will attend pre-construction conferences with the Consulting Engineer and Riverkeeper, and the successful bidder awarded the contract for the construction phase of the Project ("Construction Contractor").
   vi. Owner will be present onsite for punch-list walkthroughs with Riverkeeper, the Consulting Engineer and the Construction Contractor to identify any outstanding work remaining prior to final completion.
   vii. Unless final completion is confirmed during the walkthrough described in the preceding paragraph of this section, Owner will attend final walkthroughs with

Riverkeeper, the Consulting Engineer, and the Construction Contractor to confirm final completion of the Project.

viii. Owner authorizes the City Manager to execute permits, certifications and other documents on its behalf as may be necessary to administer the Project.

ix. Owner agrees to release, discharge, hold harmless, and forever acquit Riverkeeper and its officers, agents, representatives, and employees from any and all actions, causes of action, claims or any liabilities which arise due to Riverkeeper's presence and activities on the Property in connection with the Project unless caused by the gross negligence or willful misconduct of Riverkeeper.

b. Riverkeeper Responsibilities

i. Riverkeeper shall invite Owner to all meetings between Riverkeeper and the Consulting Engineer concerning the design, permitting and construction of the Project. Riverkeeper reserves the right to confidentially discuss other issues with the Consulting Engineer, including, but not limited to, contracting, billing, etc.

ii. Riverkeeper will keep Owner apprised of the status of the Project. Riverkeeper will copy Owner on all correspondence from Riverkeeper concerning the design, permitting and construction of the Project to any regulatory agency, the Consulting Engineer and/or the Construction Contractor. Riverkeeper will forward promptly to Owner all correspondence concerning the design, permitting and construction of the Project received from any regulatory agency.

iii. Riverkeeper agrees to release, discharge, hold harmless, and forever acquit Owner and its officers, agents, representatives, and employees from any and all actions, causes of action, claims or any liabilities which arise due to Riverkeeper's presence and activities on the Property in connection with the Project unless caused by the gross negligence or willful misconduct of Owner.

iv. Riverkeeper acknowledges that the City of Newburgh has its own insurance coverage, but for the purposes of the Project, Riverkeeper shall provide Owner with evidence of hazard and liability insurance with minimum limits of $1,000,000 each occurrence, $2,000,000 aggregate, and $4,000,000 umbrella, with either per project or per location endorsement for property damage and bodily injury; and workers compensation insurance for any person or persons performing work at the Property in a form and amount reasonably acceptable to Owner. It is the affirmative duty of Riverkeeper to ensure that any contractor or subcontractor complies with the insurance and indemnification requirements of this Agreement.

v. Riverkeeper acknowledges that the Project may be deemed "public work" under Article 8 of the New York State Labor Law and agrees to comply with applicable requirements for such public work including, but not limited to, prevailing wage rate regulations, in addition to Davis-Bacon wage requirements, if required.

vi. Riverkeeper further acknowledges to promptly comply with any federal, state or local inquiries regarding labor issues associated with the Project.

vii. Project Phase 1: Permitting, Final Design Update, Easements

1. As the project lead and recipient of the NFWF NCRF grant, Riverkeeper will assume the responsibilities of Project Manager and Grantee throughout the grant period.

2. Riverkeeper will manage grant reports (financial and progress) to NFWF for the timely reimbursement of project costs.
3. Prior to awarding any construction contract and prior to undertaking any physical construction related to the Project, Riverkeeper shall enter into a contract with the Consulting Engineer to complete the remaining work needed to update and resubmit the NYS DEC JAP package, update design drawings to incorporate all NYS DEC comments, obtain valid permits from all regulatory agencies and obtain fully executed easements and permissions required from all private landowners and the County of Orange as necessary to construct the Project.
4. Riverkeeper will assume the role as 'applicant' on the JAP package.
5. Riverkeeper will work directly with the Consulting Engineer to apply for and obtain any and all local, state, and federal permits.
6. Riverkeeper acknowledges that a permit to construct the Project will be required from the Town of New Windsor and further agrees to communicate with, and to provide any and all deliverables that may be required by the Town to construct the Project including, but not limited to, insurances, design plans, a SWPPP and any MS4 related documents.

viii. Project Phase 2: Bidding Process, Construction Administration and Observation

1. Riverkeeper will manage the hiring process for an engineering firm ("Construction Oversight Engineer") for the construction administration and observation phase of the Project, including releasing a Request for Proposal (RFP). The process will include, but is not limited to, advertisements of RFP, review of proposals, interviews and selection of engineering firm, all in compliance with NFWF grant requirements. Riverkeeper will keep Owner informed throughout the procurement and selection process, and shall solicit the Owner's input prior to making a selection. Selected Construction Oversight Engineer shall be a Licensed Professional Engineer or Consulting Engineering Firm currently registered in New York State.
2. Riverkeeper's Construction Oversight Engineer will be in charge of the construction administration and observation of the Project.
3. In collaboration, the Consulting Engineer, Riverkeeper, and the Construction Oversight Engineer shall be responsible for the bid documents, advertisements for bid, attendance at any on-site pre-bid conferences, issuance of addendums, response to questions, review of bids, bonds and insurances. Riverkeeper will oversee the Construction Oversight Engineer and Consulting Engineer and shall ensure compliance with NFWF grant requirements. Riverkeeper will keep Owner informed throughout the bidding process and may solicit Owner's input prior to making a selection.
4. Riverkeeper will contract with and manage the selected Construction Contractor throughout the remainder of the Project.
5. Riverkeeper will attend at least one (1) pre-construction conference with Owner, Construction Oversight Engineer, and Construction Contractor who has been awarded the Project.

6. In consultation with the Construction Oversight Engineer, Riverkeeper will review the Construction Contractor's applications for payment to determine that the claimed work has been completed, all required payment backup information has been submitted, and that the Project has progressed to the point indicated in accordance with the construction contract (subject to an evaluation of the work as a functioning project upon substantial completion). Required payment backup may include original certified payrolls and/or proof of OSHA training if the Project is determined to be a public work project.
7. Riverkeeper, in consultation with the Construction Oversight Engineer, will oversee the construction progress, review construction schedules, and oversee the quantity and quality of the executed work and determine if the Project is proceeding in accordance with the contract documents throughout the construction phase. The Construction Oversight Engineer will observe the work in progress and quality of the executed work and determine if the work is proceeding in accordance with the Contract Documents.
8. Construction Oversight Engineer shall provide a Qualified Professional to conduct SWPPP inspections at the construction site at a frequency of at least every 7 calendar days and shall prepare SWPPP inspection reports in a timely manner which shall be delivered to Riverkeeper, the Owner and the Construction Contractor. Riverkeeper further agrees to require the Construction Contractor to address all outstanding issues noted in the SWPPP inspections in a timely manner.
9. Riverkeeper will review the Construction Oversight Engineer's notice of substantial completion.
10. Riverkeeper, Owner, and Construction Oversight Engineer will conduct at least one (1) punch list walkthrough on-site and Construction Oversight Engineer shall prepare a draft written punch list of all outstanding work required to be completed for review and comment by the Owner prior to finalization and issuance to the Construction Contractor prior to final completion.
11. Unless final completion is confirmed during the substantial completion walkthrough as described in the preceding paragraph of this section, Riverkeeper, Owner, and Construction Oversight Engineer will conduct at least one (1) final walkthrough to confirm final completion.
12. In consultation with Riverkeeper and Owner, the Construction Oversight Engineer will review closeout paperwork, certificate of final completion, certifications to regulatory agencies, SWPPP Notice of Termination and record drawings at the conclusion of construction.
13. Riverkeeper will manage and oversee required stabilization and restoration of the site to be done by the Construction Contractor.
14. Riverkeeper will periodically return to the Project site for a duration of (3) years following the Dam removal to monitor stream connectivity and fish passage.

III. Force Majeure. Neither Party will be liable for inadequate performance to the extent caused by a condition that was beyond its reasonable control. For the purposes of this Agreement, the failure of NFWF NCRF to disburse funding for the Project despite good faith efforts by Riverkeeper would be considered a force majeure event.

IV. Notices. Any notices, consents and approvals required or permitted by this Agreement shall be in writing and delivered via U.S. mail, email or other electronic transmission to the parties at the addresses set forth below, or such other addresses as either of the Parties may designate by prior notice:

If to Owner:
City of Newburgh
83 Broadway
Newburgh, NY 12550
Attention: City Manager
tvenning@cityofnewburgh-ny.gov

With a copy to:
Corporation Counsel
83 Broadway
Newburgh, NY 12550
mkelson@cityofnewburgh-ny.gov

If to Riverkeeper:
Riverkeeper, Inc.
20 Secor Road
Ossining, New York 10562
Attention: Robin Meadows
rmeadows@riverkeeper.org

V. No Assignment. This Agreement may not be assigned to any other person or entity.

VI. 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 Agreement shall be brought in the New York Supreme Court, Orange County.

VII. Modification of Agreement. This Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

VIII. Termination: Riverkeeper can terminate this Agreement, if costs substantially exceed available remaining funds provided by the NFWF grant. Riverkeeper shall use best efforts to identify and obtain any additional funding to complete the Project. Riverkeeper shall return the Project site to safe condition, as determined by applicable regulatory authorities, in the event Riverkeeper is required to terminate due to funding.

IX. Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document transmitted by facsimile or electronic mail, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

Remainder of page intentionally left blank/Signature page to follow

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, each by its duly authorized officers, as of the date of this Agreement.

RIVERKEEPER, INC.

By: Robin Meadows
Chief Financial and Operating Officer
Riverkeeper, Inc.
20 Secor Road Ossining, NY 10562
Ossining, NY 10562

CITY OF NEWBURGH

By: Todd Venning
City Manager
City of Newburgh
83 Broadway
Newburgh, NY 12550

RESOLUTION NO.: 105 - 2024

OF

MAY 13, 2024

A RESOLUTION ENDORSING THE PROTECTION OF THE WEST TRUNK SEWER LINE AND REMOVAL OF THE HOLDEN DAM BY RIVERKEEPER AND THE CITY OF NEWBURGH WITH SUPPORT FROM THE NATIONAL FISH AND WILDLIFE FOUNDATION 2023 NATIONAL COASTAL RESILIENCE FUND

WHEREAS, the National Fish and Wildlife Foundation awarded more than $144 million in grants for planning, design, and implementation of natural and nature-based solutions that will create and restore natural systems to increase protection for communities from current and future coastal hazards and improve habitats for fish and wildlife species; and

WHEREAS, Riverkeeper is committed to the restoration of free-flowing waters on the Quassaick Creek by supporting habitat restoration projects that remove dams without functional purpose because dams contribute to the decline of migratory and freshwater fishes and other forms of aquatic life and dam removal also helps mitigate human impacts caused by climate change; and

WHEREAS, Riverkeeper is committed to advancing community resiliency by protecting an environmental justice community and enhancing protection around critical infrastructure at risk due to climate impacts by removing obsolete barriers to reduce flooding impacts and further ramifications posed by aging dams in an era of climate change and to enhance coastal and climate resiliency, which will support the City of Newburgh's efforts to becoming a climate smart community; and

WHEREAS, Riverkeeper was awarded a National Fish and Wildlife Foundation 2023 National Coastal Resilience Fund grant to fund the removal of the Holden Dam along the Quassaick Creek, a site located partially within the territorial jurisdiction of the City of Newburgh; and

WHEREAS, the City of Newburgh is committed to protecting the West Trunk Sewer Line and removing the Holden Dam, and fully supports Riverkeeper's efforts to reverse the effects of climate change, protect a vital component of the City's sewer infrastructure, advance community resilience in an environmental justice community, and for dam removal across the Hudson River Estuary and in the Quassaick Creek to provide the highest biological and ecological benefit to the river's aquatic species and habitat, particularly river herring and eel;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby endorses Riverkeeper's joint participation in the removal of Holden Dam as part of a larger project with the City of Newburgh under a National Fish and Wildlife Foundation 2023 National Coastal Resilience Fund grant for the Holden Dam Removal Project subject to a memorandum of understanding (MOU) between both parties which grants Riverkeeper and its

agents and employees access to the City property; allows Riverkeeper joint participation and cooperation with the City of Newburgh to accomplish protection of the West Trunk Sewer Line and the removal of the dam; and details joint participation, project tasks, disbursement of funds, and grant deliverables for the entire project.

I, Lisette Acosta-Ramirez, Deputy City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held May 13, 2024 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh
this 13 day of May 2024

Deputy City Clerk

RESOLUTION NO.: _____ - 2025

OF

AUGUST 11, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AND ACCESS AGREEMENT WITH RIVERKEEPER, INC. AND ITS CONTRACTED AGENTS FOR ACCESS TO CITY OWNED PROPERTY IN CONNECTION WITH THE HOLDEN DAM REMOVAL PROJECT

WHEREAS, by Resolution Nos. 105-2024 of May 13, 2025, the City Council of the City of Newburgh declared its support for the project to remove the Holden Dam owned by the City of Newburgh as part of a larger project with the City of Newburgh under a National Fish and Wildlife Foundation 2023 National Coastal Resiliency Fund Grant for the Holden Dam Removal Project (the "Project"), which includes protecting the West Trunk Sewer Line, and endorsed the joint participation of Riverkeeper, Inc. in the Project subject to a memorandum of agreement between the parties; and

WHEREAS, Riverkeeper and the City have agreed on the terms of a memorandum of agreement that acknowledges that the Project requires access to and permission to work on several parcels of City-owned real property ("the City Property"); and

WHEREAS, the City agrees to provide access to Riverkeeper to the City Property for the purpose of undertaking and completing the Project, subject to the conditions provided within the attached agreement; and

WHEREAS, this Council has reviewed the attached agreement and has determined that entering into the same is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the License and Access Agreement, as annexed hereto, with Riverkeeper, Inc. and its contracted agents to allow them access to City owned property in connection with the Holden Dam Removal Project.

LICENSE AND ACCESS AGREEMENT

This License and Access Agreement ("Agreement") is entered into this ____ day of _____, 202__ (the "Execution Date"), by and between the City of Newburgh, New York (the "City" or the "Licensor"), a New York State municipal corporation, having an address of 83 Broadway, Newburgh, New York 12550 and Riverkeeper, Inc. ("Riverkeeper"), a New York State not for profit corporation, with a principal location at 20 Secor Road, Ossining, New York 10562, collectively referred to herein as the "Parties".

WHEREAS, the City of Newburgh is the partial owner of the Holden Dam (NYS ID: 195-0535B, Federal ID: NY13206) (the "Dam"), located at 41.491944, -74.0241667, on the Quassaick Creek with dimensions of approximately 100 feet long and 12 feet high, along with the associated City-owned lands involved in the project with SBLs listed as follows:

- 43-1-35
- 43-1-34
- 43-1-33
- 43-1-32
- 43-1-31
- 43-1-29.2
- 43-1-28
- 47-2-12
- 47-2-10.2
- 47-2-9
- 49-1-7.1

The above-referenced parcels shall consist of the "Property" for purposes of this Agreement; and

WHEREAS, the City and Riverkeeper are parties to a Memorandum of Agreement ("MOA") memorializing their partnership in the removal of the Holden Dam, the realignment of the Quassaick Creek and other associated tasks (the "Project") as outlined in the project's approved plans ("Approved Plans") as prepared by the office of Barton & Loguidice, in which Riverkeeper will undertake the role of Project Manager to carry out the Project; and

WHEREAS, Riverkeeper, its volunteers and its contracted agents will require access to the Property and the City agrees to provide access to the Property in order for the Parties to fulfill their responsibilities under the MOA and to complete the Project;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Right of Access. For the term of this Agreement, Licensor grants to Licensee, in accordance with the terms set forth below, a license to enter upon, access, and otherwise use, the Property solely for the purpose of completing the Project (the "Right of Access"). Licensee's Right of Access applies to Licensee's employees, volunteers, contractors, sub-contractors and consultants as may be necessary to complete the Project. The Right of

Access does not constitute a grant of any ownership, leasehold, easement, or other property interest whatsoever in any portion of the Property.

2. Term and Termination. This Agreement shall commence upon execution and expire and terminate three years from the date of final completion of the Project by the Licensee, as set forth in the MOA, unless modified by the Parties pursuant subsection 10.5 of this Agreement.

3. Activities to be performed on the Property.

   Licensee's activities will include, (a) Dam Removal, (b) Stream Realignment, (c) Site Restoration and (d) Site Monitoring after completion of the Project, including reasonable follow up from time to time, of the Property (collectively, the "Activities"). Such Activities shall be strictly limited to those identified in the Approved Plans.

4. Conditions of Access.

   4.1 Minimum Disturbance. Reasonable wear and tear expected, Licensee, and its contractors, shall carry out all Activities with all reasonable measures to avoid damage to Licensor owned sewer, electrical, and communication utilities as well as any other features located directly adjacent to the Property and Project area. Licensee, and its contractors, shall carry out all Activities with all reasonable measures to avoid accident, damage or harm to persons or property.

   4.2 Hours of Access. Licensee agrees to include contract language in all construction documents and specifications that require all contractors and subcontractors to carry out construction related activities during the hours permitted in City Code Section $\S 139 - 10\ Time\ of\ Operations$, unless otherwise authorized in advance by Licensor in writing.

   4.3 Licensor Access. Licensor reserves the right to be present and to monitor construction related activities, through employees or other agents, and otherwise access the Property during the length of this Agreement. Licensor shall have the ability to issue a stop work order if any ongoing or proposed work presents a threat to the City's infrastructure, or if work is found to be in significant non-conformance with the Approved Plans.

   4.4 Environmental Contamination. Licensee agrees to comply with all current environmental regulations related to soil disturbances, disposal criteria, erosion & sediment control, control of dewatering discharges, and agrees in general to follow all best management practices while operating on the Property. All costs associated with known required soil removal and/or cleanup activities shall be fully identified in the Approved Plans, to the extent possible, and shall be appropriately remediated during the Project construction phase, and funded by the Project budget.

4.5 Dig Safely NY 811. Licensee agrees to require that all contractors and subcontractors strictly adhere to the requirements of Dig Safely New York 811 for utility markouts on the Property. Licensee further represents that they will incur all costs associated with any required private markouts as necessary to locate underground utilities within the excavated area or the construction/material staging area, and shall maintain such utility markouts for the duration of the Project. Licensee shall require, and provide proof to the Licensor, that all excavation contractors on the Project are Dig Safely New York 811 Certified Excavator.

4.6 Construction Performance Bond. Licensee shall require the construction contractor to provide a performance bond in the amount of the construction project with the Licensor named on the bond. Licensee shall not allow any reductions to the performance bond without consent of the Licensor.

4.7 Approval of Plans. Licensee shall submit draft plans and specifications for approval by the Licensor prior to submission for agency approval or award of construction. Licensee shall incorporate comments from Licensor into the revised plans for agency approval. Plans shall clearly show the location of construction access roads, staging areas, existing utilities, existing and proposed topography, existing property boundaries, stockpiles areas, erosion & sediment control measures and shall include all applicable construction details necessary to construct the Project.

4.8 Restoration. Upon completion of the Removal, Licensee will ensure the restoration of the Property as provided in the final design documents. The construction performance bond referenced in paragraph 4.6 shall include all work required by the final design documents. Licensee shall seek the prior written consent of Licensor before releasing final payment to the construction contractor. Licensor's consent shall not be unreasonably withheld, conditioned, or delayed and shall be provided within a reasonable period of time so as not to cause Licensee to be in breach of, or otherwise violate, any provision or requirement of any applicable grant or contract agreement. In the event that the Licensor has not provided written consent in the applicable grant or contract agreement time frame, Licensee will make any payments necessary in order to fulfil their contract obligations.

4.9 Monitoring. Licensee will conduct periodic site visits for three years from final completion of the project to monitor the stream connectivity and fish passage. Licensee will require a contractor warranty from the Construction Contractor for at least a period of three years covering the monitoring period in the applicable construction contract.

4.10 Additional Access Agreements. Licensee shall obtain written permission granting access from each additional property owner of any other involved property involved in the Project. Written consent from each involved property owner ("Proof of Access") shall be obtained and submitted to the City prior to the commencement of any Project Activities shown in the Approved Plans. Proof of Access documentation for each involved property shall contain the name of the record owner of the subject

property, SBL(s), addresses, shall be signed and notarized by both parties and shall clearly reference the work outlined in the Approved Plans.

5. Insurance.

5.1 Licensee shall not undertake any work or permit any contactor or subcontractor to commence or perform work nor operate machinery under this Agreement until it has obtained all insurance required under this Section 5 and such insurance has been submitted to the Licensor.

5.2 Workers' Compensation and Disability Benefits Insurance – Licensee shall require all contractors and sub-contractors to take out and maintain during the life of this agreement such Workers' Compensation and Disability Benefits Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

5.3 General Liability and Property Damage Insurance – Licensee shall require all contractors and subcontractors to take out and maintain during the life of this agreement such general liability and property damage insurance as 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 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, and property damage in an amount not less than $2,000,000.00 on account of any one occurrence. Licensee shall furnish the above insurance to the Licensor and shall also name the Licensor as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this Agreement.

5.4 Pollution/Environmental Liability Insurance – Licensee shall require the construction contractor to take out and maintain during the life of this agreement such pollution/environmental liability insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for pollution-related incidents, including but not limited to, clean-up costs, bodily injury, and property damage in an amount not less than $2,000,000.00 on account of any one occurrence and not less than $4,000,000.00 in the aggregate. Licensee shall furnish the above insurance to the Licensor and shall also name the Licensor as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this Agreement.

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

6. Compliance with Laws. Licensee shall comply with federal, state and local laws and regulations applicable to any activity in which Licensee engages while Licensee is on the Property.

7. Representations.

7.1 Licensor.

(a) In consideration of the commitments and obligations made by the Parties in this Agreement, Licensor represents that it has received payment in the amount of one (1) dollar as of the Execution Date.

(b) Licensor represents that it has the power and authority to grant the License and Right of Access described in this Agreement. Licensor further represents that it will make every reasonable effort to inform and schedule all contractors, sub-contractors, and consultants that may be contracted by the Licensor to perform any future maintenance or capital infrastructure work on the Property, so as to avoid or minimize interference with the Removal.

(c) Licensor represents and ensures that Licensee will have access to cross over and stage equipment in designated equipment staging areas on the Property for the purposes set forth in this Agreement, if equipment and material staging areas are required. If such areas are required, they shall be clearly defined on the Approved Plans and such locations shall be given prior written approval by the Licensor before the mobilization of any contractors or sub-contractors to the Property. In no case shall any equipment or material block access to any infrastructure (e.g., roads, manholes, gates, access hatches, valves, etc.) owned or controlled by the Licensor.

7.2 Licensee. Licensee represents that it has the power and authority to enter into this Agreement. Licensee further represents that it has received permission from all other involved property owners to complete the Project contemplated in the Approved Plans as part of this Agreement. Licensee further represents that it will have fully executed access agreements, as outlined in subsection 4.10, over all other lands as necessary to gain access to the Property, and to undertake the Project Activities prior to the commencement of any Project Activities on the Property, and such access agreements shall be maintained for the duration of this Agreement.

8. Indemnity. Licensee agrees to indemnify and hold harmless the Licensor from any and all claims, damages, suits, actions, proceedings, losses and expenses, (collectively, referred to as "claims") which may be incurred or awarded against the Licensor or its designated representative arising from the access granted to Licensee and its designated representatives. Licensee may agree to retain counsel of its choosing to handle the defense of such action. Before any settlement may be agreed upon by Licensee, it will submit the proposed settlement to the Licensor for its concurrence. Licensor agrees to provide all litigation papers to the Licensee. Excepted from this indemnification are claims arising from any intentional tortious or grossly negligent act of the Licensor or its designated representative or any claim unrelated to the access granted to Licensee and its designated representatives. The indemnification obligations contained in this paragraph shall survive this Agreement.

9. Notices. Any notices, consents and approvals required or permitted by this Agreement shall be in writing and delivered via U.S. mail, email or other electronic transmission to the parties at the addresses set forth below, or such other addresses as either of the Parties may designate by prior notice:

If to Licensor:

City of Newburgh
83 Broadway
Newburgh, NY 12550
Attention: City Manager
tvenning@cityofnewburgh-ny.gov

With a copy to:
Corporation Counsel
83 Broadway
Newburgh, NY 12550
mkelson@cityofnewburgh-ny.gov

If to Licensee:

Riverkeeper, Inc.
20 Secor Road
Ossining, New York 10562
Attention: Robin Meadows
rmeadows@riverkeeper.org

10. General Provisions.

10.1 Waiver. No waiver by either party of any failure to comply with this Agreement shall be deemed a waiver of any other or subsequent failure to so comply.

10.2 Severability. If any provision of this Agreement or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or its application to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable as permitted by law.

10.3 Assignment of License; No Sub-Licensing. This License Agreement may not be assigned or sub-licensed to any other person or entity.

10.4 New York Law. This License 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.

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

10.6 It is understood and agreed that no vested right in the Property 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 Property prior to the granting of this license.

10.7 Counterparts; Facsimile Signatures. This License Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document transmitted by facsimile or electronic mail, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

Remainder of page intentionally left blank/Signature page to follow

IN WITNESS WHEREOF, CITY, as Licensor, and the RIVERKEEPER, as Licensee, have duly executed this License and Access Agreement as of the day and year first above written.

THE CITY OF NEWBURGH
LICENSOR

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

RIVERKEEPER, INC.
LICENSEE

By: _____

Robin Meadows, Chief Financial and Operating Officer

Approved as to form:

_____
MICHELLE KELSON
Corporation Counsel

_____
David Truong
Assistant City Comptroller

RESOLUTION NO.: _____ - 2025

OF

AUGUST 11, 2025

A RESOLUTION APPROVING A RAILROAD PROTECTIVE LIABILITY INSURANCE POLICY FOR THE REPLACEMENT OF THE WALSH ROAD BRIDGE (BIN 2223620/PIN#8761.40)

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

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

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

WHEREAS, by Resolution No. 104-2019 of May 13, 2019, Resolution No. 107-2022 of May 9, 2022, and Resolution No. 247-2024 of November 25, 2024, the City Council approved a Preliminary Engineering Agreement and Construction Agreement with CSX Transportation, Inc. ("CSX Agreements") for the Project; and

WHEREAS, the CSX Agreements require Railroad Protective Liability Insurance to be maintained through the completion of the Project, and Arthur J. Gallagher of New York, Inc. has procured Railroad Protective Liability Insurance Policy for the Project; and

WHEREAS, the cost of the Railroad Protective Liability Insurance Policy will be derived from a Federal Aid Local Project Agreement with NYSDOT, the 2016 BAN, and the NYSDOT Touring Route Funds; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby approves the Railroad Protective Liability Insurance Policy for the Walsh Road over Quassaick Creek Bridge Replacement Project (BIN 2223620//PIN#8761.40); and that the City Manager be and he is hereby authorized to execute agreements with Arthur J. Gallagher of New York, Inc. to provide for said insurance coverage.

RESOLUTION NO.: _____-2025

OF

AUGUST 11, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CASH MANAGEMENT SERVICES MASTER AGREEMENT WITH KEYBANK NATIONAL ASSOCIATION

WHEREAS, the Newburgh Fiscal Recovery Act is expiring on August 31, 2025 and the related bank accounts established by New York State will be closed; and

WHEREAS, the City of Newburgh will continue to require and utilize banking services to conduct its regular business activities and will need to maintain Cash Management Services Master Agreement for such services; and

WEHREAS, this Council finds that entering into a Cash Management Master Services Agreement with KeyBank National Association is in the best interest of the City of Newburgh;

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 attached Cash Management Master Services Agreement with KeyBank National Association.

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For Bank Use Only
TIN # (required):
Account # (optional):
Document Type: Treasury Services Agreement
Aux Doc Type: Client Master Agreement
Contact Name:
Phone:
Agreement Modified ☐ Yes or ☐ No

CASH MANAGEMENT SERVICES
MASTER AGREEMENT

KEYBANK NATIONAL ASSOCIATION ("Bank")
127 Public Square
Cleveland, Ohio 44114

Client Name **("Client"):** CITY OF NEWBURGH
Client Street Address: 83 Broadway
City, State, ZIP: Newburgh, NY 12550

Bank, or any Bank Affiliate(s), as the case may be, agree to perform, and Client agrees to purchase, cash management Service(s), as defined below. Client understands and agrees that Bank, in providing Services to Client from time to time, is relying on Client's representations, warranties and agreements herein, and all Services shall be and remain subject to this Cash Management Services Master Agreement (this "**Agreement**") whether Services were purchased prior to the date hereof, on the date hereof, or after the date hereof. Client and Bank agree to the terms and conditions below.

1. Definitions.

(a) "Bank" shall mean KeyBank National Association and any Bank Affiliate(s), which may, from time to time, provide Service(s) for the Client.

(b) "Bank Affiliate(s)" shall mean any direct or indirect subsidiary (other than the Bank) of KeyCorp and its successors.

(c) "Banking day" shall mean any day other than a Saturday, Sunday, or a day on which Bank is authorized or required to close according to applicable law.

(d) "Client" shall mean the entity identified above as "Client" and shall include all entities listed on Exhibit A attached hereto and made a part hereof.

(e) "Client Affiliate" shall mean any entity that is a subsidiary of, or is affiliated with, Client, as identified on Exhibit A attached hereto and made a part hereof.

(f) "Deposit Account Agreement" shall mean the Deposit Account Agreement and Funds Availability Policy and Deposit Account Fees and Disclosures as amended from time to time governing the Client's deposit account with the Bank.

(g) "Internet" means the global, publicly accessible, network of interconnected computer networks that transmit data using the standard internet protocol.

(h) "Master Agreement" shall mean this Master Agreement, any Service Schedules and the Deposit Account Agreement.

(i) "MICR" shall mean magnetic ink character recognition.

(j) "Service(s)" shall mean any cash management services undertaken by the Bank for the Client, now or in the future, including, without limitation, services with separate Service Schedules, and services without separate documentation.

(k) "Service Schedule(s)" shall mean a written agreement other than the Master Agreement, including without limitation service agreements or schedules by which Bank undertakes to provide Services to the Client, regardless of whether such Service Schedule is executed at the same time as this Master Agreement or at an earlier or later date.

(l) "Setup Documentation" shall mean, collectively, Client's selections, designations, authorizations and/or other instructions set forth in Bank's standard set-up documentation for any of the Services, either delivered by Client to Bank or completed by Bank based upon Client's instructions to Bank, or otherwise, from time to time.

2. Account Documentation. Client will execute and deliver to Bank such account documentation as Bank deems necessary. Bank will, in its sole discretion, determine the adequacy of such documentation, and may refuse to provide the Service(s) until such documentation is received by Bank. Client agrees to promptly notify Bank of (a) any material change to any information presented by Client in any documentation relating to the Services promptly and in any event within five (5) calendar days of any of such material change (e.g., without limitation, removal of a financial officer or account signatory), and (b) any non-material change to any information presented by Client in any documentation relating to the Services (e.g., without limitation, a street address change respecting any Client Affiliate), within thirty (30) days of any such change. Client has received a copy of Bank's Deposit Account Agreement and agrees that such terms shall govern the deposit account servicing provided by Bank.

3. Client's Records and Media. Prior to the implementation of the Service(s), Client agrees to provide to Bank all records and data processing media necessary to perform the Service(s). The records will be legible, correct, complete and in the format specified in the Service Schedule(s), service manual(s) and related schedules. Checks will be MICR encoded according to the Bank's specifications. Bank will, in its sole discretion, determine the adequacy of the information and the format in which it is submitted, and may refuse to provide the Service(s) until such information and/or format is deemed satisfactory.

4. Software Provided in Connection with Performance of Service(s). All software, specifications, tapes or other media, programs and procedures owned by the Bank or its service providers and used in connection with the performance of the Service(s), will be and remain the sole property of the Bank and will not be modified or altered in any way or used for any other purpose by the Client. The terms of all license and copyright notice requirements shall be complied with by the Client.

5. Client Failure to Furnish Satisfactory Records and Media. The Bank's performance under this Master Agreement is subject to the Bank's receiving timely, accurate and complete data for each Service, in form and on media specified by the Bank. If any of these requirements are not met by Client, the Bank shall: a) no longer be bound to any delivery schedule set forth in the Service Schedule(s), and b) be authorized to deliver as complete and finished whatever portion of the Service(s) that can be performed with the data available.

6. Client's Duty to Inspect. Client must inspect all Service(s) performed and notify the Bank within thirty (30) days after the material containing the error or of a report or statement reflecting the error is mailed or otherwise made available. Except to the extent required by law, failure to notify the Bank of errors within this time will relieve the Bank of any and all liability.

7. Confidentiality.

(a) Confidentiality of Client Information. Bank acknowledges that Bank may receive certain non-public information, material, or data of a confidential nature in connection with the Service(s) that Bank provides to the Client under the terms of this Agreement (collectively, "**Client Confidential Information**"), and Bank will maintain the confidentiality of such Client Confidential Information in accordance with Bank's normal procedures for safeguarding customer information in effect from time to time. Notwithstanding the foregoing, the following Client information shall be deemed to be non-confidential and shall be excluded from this Section 7(a): (i) any information which was or is already in the public domain at the time of disclosure, or subsequently becomes part of the public domain other than through the gross negligence or willful misconduct of Bank or any its authorized representatives; (ii) any information which is used or disclosed by Bank or any of Bank Affiliates with the prior written approval or consent of Client; (iii) any information which was received by Bank from a third party (other than Client), and, at the time of such receipt, such third party was not known by Bank to have any confidentiality obligations to the Client with respect thereto; and (iv) any information which was independently developed by Bank or any of Bank Affiliates. Notwithstanding any of the provisions of this Section 7(a) to the contrary, Bank may use and/or disclose Client Confidential Information to the extent that: (A) any such information is required to be disclosed by Bank to any state or federal regulator or examiner or regulatory body pursuant to any state or federal statute, rule or regulation, or is required to be disclosed by Bank under applicable law or by a subpoena or by any judicial or governmental order, decree, regulation or rule; (B) any such information is disclosed to (x) any of Bank Affiliates, (y) any officers, directors, employees or authorized representatives or agents of Bank or any of Bank Affiliates, or (z) any independent attorneys, advisors, consultants, auditors or accountants of Bank or any of Bank Affiliates or any of their respective employees, not employed by or affiliated with Bank, who in each case, (x), (y) and (z), have, in Bank's sole determination, a need to know such information to assist Bank in communications with Client or the evaluation of any such information, and who have been advised of the confidential nature of such information and the terms and restrictions provided for in this Agreement; or (C) any such information is used or disclosed as and to the extent considered necessary by Bank or any of Bank Affiliates in connection with Bank's enforcement or collection of any loans, extensions of credit or other financial accommodations made by Bank or any of Bank Affiliates, on the one hand, to Client or any of its affiliates, on the other.

(b) Confidentiality of Bank Information. Client understands and acknowledges that (i) Client may gain access to software or documentation owned or licensed by, or to certain information, material or data of a confidential nature, including, without limitation, Bank trade secrets relating to, Bank or its businesses or operations, and (ii) all such information, materials, and data are strictly confidential, material and important, and that such confidentiality substantially affects the effective and successful conduct of the business of the Bank. Client agrees to keep all such information, materials, and data confidential, and to limit use thereof and access thereto as provided in the Master Agreement. Client further acknowledges that any breach or threatened breach with respect to this Section 7(b) or any other confidentiality provision contained in the Master Agreement will cause immediate irreparable injury to Bank and that the remedies at law for such breach will be inadequate, and the Client agrees not to assert to the contrary in any action for preliminary or other injunctive relief brought by Bank. Client shall not use Bank's name, trademark or service mark, or refer to Bank directly or indirectly, in any solicitation, marketing material, advertisement, news release or other release to any publication, without receiving Bank's specific prior written approval or consent for each such use or release.

(c) Notwithstanding anything herein or in any confidentiality and/or non-disclosure agreement between Bank and Client (or any of Client Affiliates) to the contrary, the provisions of this Section 7 hereby replace and supersede any such confidentiality and/or non-disclosure agreement in its entirety.

8. Limitation of Liability; Disclaimer of Warranties. Except to the extent required by law, the Bank's duties and liabilities will be limited to those set forth herein. The Bank will exercise reasonable care in providing the Services. The Bank's liability shall be limited to actual damages sustained by Client and only to the extent such damages are a direct result of the Bank's gross negligence or willful misconduct. The liability of the Bank in all these instances shall not exceed the recovery of funds erroneously processed or not processed. The Bank shall not be liable for damages caused by any act or omission of any third party, or for any charges imposed by any third party. In no event shall the Bank be liable for special, incidental, punitive or consequential loss or damage of any kind including, but not limited to, lost profits (whether or not the Bank has been advised of the possibility of such loss or damage). Bank shall have no liability hereunder to any third party. The Bank shall be relieved of liability where the Bank performs any Service in accordance with any instruction or information provided by Client hereunder or under any Service Schedule(s), and the Bank may rely on the accuracy of any information set forth in the Service Schedule(s). Bank does not make any warranties, expressed or implied, with respect to the Service(s), Client's direct access thereto, or the software, components, systems, specifications, programs, documentation, manuals and accessories used in conjunction therewith.

BANK HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO CLIENT OR ANY OTHER PARTY.

9. Fees; Expenses. Client shall compensate the Bank for Service(s) in accordance with the Bank's standard fee schedule, unless otherwise agreed in writing, and shall be liable for all taxes applicable to the Service(s). The Bank may amend the fee schedule at any time and will give written notice to Client of changes in fees for Service(s) then used by Client. Client shall pay, upon demand by Bank, all costs and expenses of Bank of any kind (including, without limitation, the reasonable fees and disbursements of Bank's counsel) incurred by Bank in connection with this Master Agreement, any Service Schedule(s), any of the Setup Documentation, any of the Deposit Accounts or any of the Services. Bank may debit Client's account for payment of any such fees, charges or expenses then due unless Client arranges for another payment procedure acceptable to Bank.

10. Overdrafts; Set-off. In the event any actions by Client should result in an overdraft in any of its accounts, Client is responsible for repaying the overdraft immediately, without notice or demand, together with interest thereon at a rate determined in accordance with Bank's fee schedule in effect from time to time. Bank has the right, in addition to all other rights and remedies available to it, to set off the unpaid balance of any amount owed it in connection with the Service(s) against any debt or deposit owing to the Client by the Bank or any Bank Affiliate, or property of Client in Bank's or Bank Affiliate's possession or control.

11. Financial Condition and Credit Limits. The Client shall, upon any request by the Bank provide Bank with financial statements (the quality of which to be defined by the Bank) for any time period requested by the Bank. The Client also authorizes the Bank to obtain credit reports on the Client at any time. In the event the Service(s) selected by Client result in unacceptable credit exposures to the Bank or affect the amount of capital required or expected to be maintained by the Bank or its parent under any law, regulation, guideline, or request from any central bank or governmental authority; or if the Client fails to provide the Bank with any credit, financial or other information the Bank may require from time to time, the Bank may, in its discretion, immediately cancel the Services contemplated herein, or limit Client's transaction volume or dollar amount. Any limits established by Bank under this Section 11 shall be at Bank's sole and absolute discretion and shall be communicated by Bank to Client within a commercially reasonable time-period following Bank's determination that such limits are required.

12. Security Procedures. If the Service(s) are subject to security procedures described herein or in the applicable Service Schedules and/or the Setup Documentation, Client agrees that it shall be solely responsible to assure that such security procedures are followed by Client, as they may be amended from time to time. If such procedures are violated or breached, Client agrees to promptly (and in any event within one (1) Business Day of any such violation or breach) notify Bank of any such violation or breach. Client acknowledges that it has reviewed all applicable security procedures provided, or otherwise made available, to Client herein or in the applicable Service Schedules and/or the Setup Documentation, has selected its preferred security procedure where applicable, and has determined that such procedures are commercially reasonable. Client agrees that it will keep the security procedures strictly confidential and will take all steps to make sure neither Client nor any agent, employee, representative or any other affiliated party of Client reveals or provides access to any confidential information or security procedures to anyone other than Client's authorized users, and then only within Client's use of the Services for purposes of conducting transactions. Client shall be responsible for any unauthorized use or disclosure of any security procedures and all security procedure materials entrusted to it. Client agrees to regularly read the security messages on the Bank's websites (including without limitation KeyNavigator® and to implement and maintain safe and secure computing practices. Bank shall not be liable for any loss, damage, or liability which may arise from the unauthorized use of the security procedure. Client shall notify Bank immediately if Client or any of its agents have reason to believe that any security procedure has or may become known to an unauthorized person.

13. Third Party Provider. Client agrees that Bank may arrange for some or all of the Services and/or software to be provided or performed by third party providers including Bank Affiliates (each a "Provider"). The use of a Provider to perform Services shall not relieve Bank of its obligations under this Agreement.

14. Client Liability; Indemnification.

(a) Client will be liable to Bank for any and all liabilities, losses, damages, costs, and expenses of any kind (including, without limitation, the reasonable fees and disbursements of Bank's counsel) incurred by the Bank relating to or arising out of this Master Agreement, any Service Schedule(s), any of the Setup Documentation, any of the Deposit Accounts or any of the Services, in each case except to the extent any such claim, demand, liability, loss, damage, cost or expense is directly caused by the Bank's gross negligence or willful misconduct as finally determined by a court of competent jurisdiction.

(b) The Client shall defend, indemnify and hold the Bank harmless from any and all claims, demands, liabilities, losses, damages, costs, and expenses of any kind (including, without limitation, the reasonable fees and disbursements of Bank's counsel) asserted by a third party relating to or arising out of this Master Agreement, any Service Schedule(s), any of the Setup Documentation, any of the Deposit Accounts or any of the Services, in each case except to the extent any such claim, demand, liability, loss, damage, cost or expense is directly caused by the Bank's gross negligence or willful misconduct as finally determined by a court of competent jurisdiction.

(c) Notwithstanding anything in this Section 14 to the contrary, Bank may at all times select its own legal counsel to represent its interests and will control all aspects of its own defense, and Client shall: (i) reimburse Bank for its reasonable attorneys' fees and costs immediately upon request as they are incurred; (ii) remain responsible to Bank for any losses, claims, liabilities, costs and expenses (including, without limitation, Bank's attorneys' fees) indemnified under this Section, and (iii) in the case of a third party claim, reasonably participate and cooperate in the Bank's defense.

15. Client Internet Use and Security. Certain of the Services or functionality of the Services may be provided through the Internet. Client acknowledges that Bank does not control the Internet or other information systems operated or controlled by a third party. In no event will Bank have any liability in connection with and shall not be responsible for Client's inability to connect to or use any Service via the Internet or inability to communicate with Bank via the Internet or any website resulting from any failures, acts, or omissions of any third party or any failure of, defects in, or malfunctions of, Client's systems**,** or otherwise.

Client shall be solely responsible for maintaining and applying appropriate security measures for Internet use, including, without limitation, anti-virus software, security patches, firewalls, and other security measures with respect to Client's operating systems, hardware, and software, and for protecting, securing, and backing up any data and information stored in or on Client's operating systems. In no event will Bank have any liability in

connection with and shall not be responsible for (a) any unauthorized interception of, or access to, alteration, theft, or destruction of Client's information, data or transactions resulting from any failures, acts, or omissions of any third party or any failure of, defects in, or malfunctions of, Client's systems, or otherwise, (b) any malicious software or computer viruses (including programs commonly referred to as "Trojan horses," "malware," "keystroke loggers," and/or "spyware") installed on, infecting or otherwise affecting Client's systems, any problems or malfunctions resulting from any such malicious software or computer viruses, or any related problems in connection with the use of the Internet, or (c) any failures or errors resulting from any failure of, defects in, or malfunctions of, Client's systems.

16. KeyNavigator®. KeyNavigator® is Bank's online banking system ("**KeyNavigator**®"). After completion of the appropriate Setup Documentation, acceptance of applicable online agreements, and upon notice from Bank, Client may communicate instructions and other information, enter into transactions and access Services by accessing the Internet. Client acknowledges receipt of the security procedures for KeyNavigator® provided, or otherwise made available, to Client herein, in the applicable Service Schedules, in the Setup Documentation, or on KeyNavigator®, and agrees that such security procedures are commercially reasonable for the instructions, transactions, communications and Services accessed by Client using KeyNavigator®. Client agrees that it is responsible for each request, transaction, or other communication initiated using Client identifiers and security procedures issued by Bank to Client. Client covenants and agrees that Client may only use KeyNavigator® to initiate funds transfers on its own behalf and in Client's own name. Client will not use KeyNavigator® to initiate funds transfers on behalf of Client's customers or other third parties.

17. E-mail. Client acknowledges that Bank may provide email notifications relating to Client's use of KeyNavigator® or otherwise regarding the Services ("**E-mail Notices**"). Except as set forth in Section 30 regarding Electronic Records Disclosures below, Client agrees that Bank provides E-mail Notices as a courtesy only to Client. Client waives any claim based on any erroneous or incomplete E-mail Notice, Client's failure to receive an E-mail Notice, or Bank's failure to send any E-mail Notice. Client agrees that it is Client's responsibility to access KeyNavigator® in order to view transactions and information regarding activity in KeyNavigator® and to monitor Client's Services and accounts hereunder. Client's receipt or lack of receipt of any E-mail Notice has no effect as to the transactions or information. Unencrypted e-mail is not secure. Client agrees not to rely on e-mail if Client needs to communicate with Bank immediately. Client should not use e-mail, or reply to any e-mail, to send Bank Client's confidential information. Bank will not take action based on Client's e-mail request until Bank actually receives Client's message and has a reasonable opportunity to act. Client agrees to continuously update its e-mail address on Bank's records and to maintain at all times a valid and active e-mail address at an Internet service provider.

18. Term. Either party may terminate this Agreement or any Service Schedule at any time for any reason or no reason upon written notice to the other party, provided, however, unless otherwise stated in the notice, such termination shall not be effective until thirty (30) days after receipt of such notice by the receiving party. Notwithstanding the foregoing, Bank may terminate this Agreement or any Service Schedule immediately (i) if termination of this Agreement or any Service Schedule or closure of any of Client's accounts is required under any legal or regulatory process, legal notice, injunction or court order; (ii) in the event that the Bank reasonably believes that any fraudulent or illegal activity has occurred or is or may be occurring with regard to the Services, or (iii) for any failure on the part of Client, or inability of the Bank, to comply with all laws and regulations applicable to the Services, including without limitation the applicable terms of the federal and state Electronic Funds Transfer Acts, the Uniform Commercial Code Article 4A or the Rules of the National Automated Clearing House Association. In the event of any termination, all fees, expenses and other charges incurred or otherwise payable, and all other amounts payable under or in connection with this Agreement so terminated shall become immediately due and payable. All warranties of the Client made herein and obligations of Client that arose prior to termination shall survive the termination of this Agreement and the processing of any item, entry or payment order which may be applicable thereto, shall bind the successors and permitted assigns of the Client and shall inure to the benefit of Bank, its successors and assigns.

19. Force Majeure. The Bank shall bear no responsibility for non-performance of one or more Service(s) caused by an event beyond its reasonable control, such as: fire, casualty, breakdown in equipment or failure of telecommunications or data processing services, lockout, strike, unavoidable accident, act of God, epidemic, pandemic or other public health emergency, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or any local or national disturbance, disaster or emergency that prevents the Bank from operating normally.

20. Severability. If any provision of this Master Agreement or any Service Schedule(s) shall be determined by a court of competent jurisdiction to be unenforceable, that provision shall be interpreted so as to achieve, as much as possible, the purposes intended by the original provision, and the remaining provisions of the Service Schedule(s) and this Master Agreement shall continue intact.

21. Governing Law. This Agreement and Service Schedule(s), and all deposit accounts ("**Accounts**") held at Bank shall be governed by the laws of the State of Ohio (without regard for conflict of law rules) and applicable federal law, but with respect to all fees and charges related to your Account(s) and the Services provided herein, federal law alone shall control.

22. Other Agreements. The parties agree that the Service Schedule(s), Deposit Account Agreement and this Master Agreement constitute the terms and conditions for the Service(s) and the matters covered hereunder. To the extent there is any conflict among this Agreement, the Service Schedules, or the Deposit Account Agreement, the terms of the Service Schedule shall control. Services are provided subject to other laws, regulations, and agreements which are incorporated into this Agreement by reference: service documentation such as set-up guides and user manuals as provided by Bank from time to time; the Uniform Commercial Code, as enacted in the State of Ohio; the most recent Deposit Account Agreement; applicable clearing house rules; and laws and regulations applicable to Bank or Client.

23. Independent Contractor. Client agrees that in performing the Service(s) hereunder, the Bank will be acting as an independent contractor and not as an employer, employee, partner, or agent of Client.

24. Amendments. The Bank may change, add or delete the terms of this Master Agreement and any Service Schedule(s) upon thirty (30) days prior notice to Client in writing or by electronic means. Client's continued use of or failure to terminate any Service after the effective date of the change will evidence Client's agreement to the change.

25. Assignment. This Master Agreement and Service Schedule(s) shall not be assigned or otherwise transferred by the Client without the prior written consent of the Bank.

26. Authorization. (a) Client, and each of them if more than one, warrants and represents on the date hereof and on any date any Service is performed, that (i) Client is duly organized, validly existing, and in good standing in the jurisdiction in which it is organized; (ii) there are no provisions of any law, or any certificate of incorporation or by-laws, or any agreement of any kind, nature or description binding upon Client which prohibits Client from entering into or performing under this Master Agreement and Service Schedule(s); (iii) the execution and performance of this Master Agreement and Service Schedule(s) has been duly authorized; and (iv) this Master Agreement and Service Schedule(s) are binding obligations of Client.

(b) The undersigned warrants and represents as to Client, and each of them if more than one, that (i) the undersigned is an officer of Client duly authorized to act on behalf of Client ("**Authorized Officer**"); (ii) Client has taken all action required by its organizational documents to authorize the Authorized Officer to execute and deliver this Master Agreement and Service Schedules and to bind Client thereto; (iii) Authorized Officer is duly authorized to designate employees or agents of Client to act in the name of and on behalf of Client with regard to the Services; (iv) without limiting the generality of the foregoing, Authorized Officer is duly authorized to give Bank direction regarding the withdrawal, disbursement, or other transfer of funds by wire, computer, automated clearing house, or other electronic means and to delegate employees and agents of Client to give Bank direction regarding such transfers; and (v) Client has received a copy of the Master Agreement.

(c) Client, and each of them if more than one, covenants and agrees that Bank is relying on the authority of the Authorized Officer to act on behalf of Client, including any and all of the entities listed on Exhibit A, and waives any defense or other claim that the Authorized Officer was not authorized to act on behalf of any Client in regard to the Services.

27. Compliance with Law. Client shall comply with all valid laws and regulations now in effect or hereafter promulgated by any properly constituted governmental authority having jurisdiction over Client and Client's business.

28. Waiver. Failure of a party to insist upon strict adherence to any term of this Master Agreement on any occasion shall not deprive the forbearing party of the right thereafter to insist on strict adherence to that term or any other term in this Master Agreement. Any waiver of a breach shall not be construed as a waiver of any subsequent breach, whether or not similar.

29. Communications. Unless otherwise specified in a Service Schedule, all notices required to be given hereunder or under any Service Schedule(s) must be given in writing, addressed to the Bank or the Client at the address appearing on the first page of this Master Agreement or such other address as specified by either party in writing. Notices shall be effective upon receipt except as otherwise specified. Any notice which is required to be given to Client pursuant to this Master Agreement or any Service Schedule, shall be sufficient as to each and every Client if more than one, when provided to Client at the address listed on the first page of this Master Agreement. If Client chooses to use unencrypted electronic mail ("**e-mail**") or other insecure method to communicate with Bank, Client agrees to bear the risk that its e-mail may be corrupted, modified, or hacked, or its confidentiality may be otherwise breached by a third party, and the risk that Bank may rely on the e-mail, which appears to be from Client, but is unauthorized, and such reliance results in a loss.

30. Electronic Records Disclosure. (a) Client agrees to receive electronic delivery of statements, images, records, agreements, disclosures, notices, and other information ("**Electronic Records**") for Client's accounts at Bank as designated by Client in writing to Bank from time to time ("**Designated Accounts**"). The Electronic Records will be available via access through a secure website such as KeyNavigator® or Key Business Online or such other website as Bank establishes from time to time ("**Website**"). Client may elect to receive one or more Electronic Records for each Designated Account. Bank will notify Client from time to time regarding what records are available as Electronic Records.

(b) For records that Client has not selected to receive electronically through the Service, Bank will deliver such records in paper form and Bank's standard fee then in effect and charged for paper delivery of records will apply. For records that Client has selected to receive electronically through the Service, Client may request a paper copy of an Electronic Record previously delivered and Bank's standard fee then in effect and charged for paper delivery of records will apply. Even though Client has requested electronic delivery of selected Electronic Records through the Website, Bank may, at its discretion, deliver certain Electronic Records in paper form, however, in such case no fee will be charged. A paper copy of Electronic Records can be obtained until the copy is no longer required to be maintained as a record for the Designated Account under applicable law or regulation.

(c) Client will receive notice advising Client that Electronic Records of Statements and Wire Advices for Designated Accounts have been posted to the Website by e-mail ("**Alert Notice**") sent to the e-mail address selected and confirmed by Client ("**E-mail Address**"). Client may select and confirm one or more E-mail Addresses, however, Client agrees that an Alert Notice sent to any one of the E-mail Addresses shall constitute notice to Client. This Alert Notice will be the only notice Client will receive. As used herein, "Statement" means the account statement for an account and "Wire Advice" means a notice to Client of an incoming wire transfer to an account; both are "Electronic Records" hereunder. Client agrees that any and all Alert Notices sent by Bank to any of the E-mail Addresses will constitute sufficient and effective delivery and notice to Client of information contained in Client's Statements and Wire Advices whether or not Client accesses or reviews the Alert Notice, Website or specific Electronic Record, and shall be deemed to have been delivered to Client, whether actually received or not.

Client agrees to maintain computer capability and access to the Website in a manner that gives Client continuous ability to access, review, download and print Client's Electronic Records and to receive and access e-mail Alert Notices to Client at each of the E-mail Addresses. Client must immediately advise Bank of all changes or updates to any E-mail Address or if such E-mail Address becomes inoperative or inactive and to immediately identify another E-mail Address to be used for the Service. If Bank attempts to send an Alert Notice to any E-mail Address and receives two (2) consecutive reports from an e-mail service provider or other source that the e-mail is undeliverable, Bank may, at Bank's sole discretion, automatically unenroll Client and cancel the Service for all Designated Accounts and Client may begin receiving account records through the U.S. Mail subject to the terms hereof, including, without limitation, any applicable fees. It is Client's sole responsibility, whether the content of such Alert Notice is delivered by mail, electronic mail or other electronic means, to access and review promptly its own Electronic Records for its Designated Account. The Electronic Records are delivered in a manner to allow Client immediate access to download and print the Electronic Records on its personal computer.

(d) Certain risks are associated with the transmission of confidential Electronic Records and Alert Notices through the

internet including but not limited to unauthorized access, systems outages, delays, disruptions in telecommunications services and the Internet. E-mail is not private or secure. Alert Notices sent to Client by e-mail are unencrypted, automatic alerts. Client acknowledges that an Alert Notice could be seen or intercepted by others if delivered to Client's business address or other computers or electronic devices not exclusively under Client's control. This means that a person who is able to access Client's e-mail will be able to view information relating to Client's Designated Account contained in the Alert Notice. Client will not respond to the Alert Notice by return e-mail, or use it to request information, service, paper copies or other items or to revoke consent. Bank will not be responsible to act upon requests made in that manner.

31. Jury Trial Waiver. **BOTH THE CLIENT AND THE BANK HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER THE CLIENT OR BANK AGAINST THE OTHER.**

32. Fraud. This Agreement provides certain precautions Client can take to decrease the risk of fraud, which are in addition to other reasonable precautions Client can or should take to decrease the risk of fraud generally, and as relates to Client's particular circumstances. Bank will make available to Client certain products and services that will assist Client in decreasing the risk of fraud. Client agrees that if Client fails to implement any of these products or services and if Client otherwise fails to take such other precautions as may be established by Bank from time to time to decrease the risk of fraud, Client will be precluded from asserting any claims against Bank for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, service or precaution was designed to detect or deter, and that Bank will not be required to pay such item, re-credit Client's account, or otherwise be liable for such item.

33. Lockbox. If Client utilizes Bank's lockbox services ("**Lockbox Services**"), Client agrees that the following terms and conditions shall apply: (a) Foreign items received through the Lockbox Services will be credited to Client's account at such time as Bank receives final payment for such items. The term "foreign item" is an item (check) not drawn on a U.S. bank, or is not payable in U.S. dollars; and (b) If in regard to the Lockbox Services Client requests, verbally or in writing, that Bank return checks bearing a restrictive endorsement or legend (e.g., "final payment", "paid in full" or words of similar meaning), Client agrees that Bank does not accept responsibility for Bank's failure to discover and return such items.

34. Credit Cards.If Client utilizes Bank's Credit Card services ("**Credit Card Services**"), credit card processing is designated for the processing of credit or debit card payments and/or the handling of cardholder information in a Payment Card Industry (PCI) Data Security Standard (DSS) compliant manner. Client must ensure that Bank is aware of which forms, pages or fields within the documents to be received by Bank contain cardholder data (as that term is defined in the PCI DSS Glossary) and therefore must be protected according to PCI DSS requirements. Bank will protect the security of cardholder data it receives from Client or otherwise stores, processes or transmits on behalf of Client, according to PCI DSS requirements.

Correspondence is processed as received and is not handled as cardholder information. Bank will apply commercially reasonable security controls around its customers' correspondence. The correspondence service is not intended to be PCI DSS compliant.

35. Client Affiliates. Any Client Affiliate(s) shall, if they are identified on Exhibit A hereto, also be deemed to be parties to this Master Agreement and any Service Schedule(s) executed by Client. Client represents and warrants, on behalf of, and at the direction of, each Client Affiliate that the Authorized Officer appointed by Client (a) is hereby deemed to be an authorized representative of each Client Affiliate, and is duly authorized to act on behalf of each Client Affiliate, (b) each Client Affiliate has taken all action required by its organizational documents to authorize such Authorized Officer to execute and deliver this Master Agreement and any Service Schedule(s) and to bind each Client Affiliate thereto, and (c) unless otherwise designated in writing by both Client and any respective Client Affiliate, the Authorized Officer is authorized to act in the name of, and on behalf of, each Client Affiliate with regard to this Master Agreement and any Service Schedule(s). Client further represents and warrants that each Client Affiliate has received a copy of this Master Agreement and any Service Schedule(s). By executing this Master Agreement, Client, on behalf of itself, and any Client Affiliate, agrees that Client shall be liable for any obligations of Client or any Client Affiliate under this Master Agreement and/or any Service Schedule(s). Client, for itself, and on behalf of any Client Affiliate, further agrees to indemnify and hold Bank harmless for any claim, loss, cost, expense, or damages resulting from any action taken as a result of Bank's reliance on Client's signature on this Master Agreement, whether for itself or on behalf of any Client Affiliate. Any notice which Bank is required by this Master Agreement or any Service Schedule(s) to provide to Client or any Client Affiliate shall be provided only to Client. Each such notice shall be deemed to constitute notice to all parties to this Master Agreement and any Service Schedule(s) and shall satisfy the notice requirement set forth herein.

By signing below, the undersigned Authorized Officer of Client understands and agrees that he/she is signing on behalf of the Client whose name appears immediately below and on behalf of each and every other Client and Client Affiliate listed on the "Client List," attached hereto as Exhibit A, and made a part hereof. Exhibit A may be amended from time to time by adding or removing a Client Affiliate from the Client List. Addition or removal of a Client Affiliate on Exhibit A shall be effective only upon receipt by Bank of a new Exhibit A in a form acceptable to Bank in its sole discretion.

Client: CITY OF NEWBURGH

By:_____
Signature Date

_____
Printed Name

_____
Title

KEYBANK NATIONAL ASSOCIATION

By:_____
Signature Date

_____
Printed Name

_____
Title

ADDENDA AND SERVICE SCHEDULES ATTACHED

- ☐ Guaranty Addendum to Master Agreement
- ☐ ACH Direct Service Schedule
- ☐ Aptexx Referral Services Service Schedule
- ☐ Automated Clearing House Debit Protection Service Schedule
- ☐ Automated Credit Sweep Service Schedule
- ☐ Automated Clearing House Electronic Data Interchange Service Schedule Exhibit A
- ☐ Automated Clearing House Returned Check (RCK) Service Schedule
- ☐ Automated Clearing House Accounts Receivable Conversion **(ARC)** Back Office Conversion **(BOC)** Service Schedule
- ☐ Automated Investment Sweep Account Service Schedule
- ☐ Bill Pay Consolidator Service Schedule
- ☐ Centralized Returns Items
- ☐ Consolidated Payables Service Schedule
- ☐ E-Bill & Collect Service Schedule
- ☐ Electronic Record Delivery Service Schedule & Exhibit A
- ☐ Health Plan Solution Service Schedule
- ☐ Health Plan Solution Claims Settlement Services Addendum
- ☐ Health Plan Solution – Member Payments Services Addendum
- ☐ International ACH Transactions Addendum to Automated Clearing House/Electronic Data Interchange Service Schedule
- ☐ International Draft Payment Facility Addendum
- ☐ International Draft – Payment Facility Service Schedule
- ☐ Key2Benefits Service Schedule
- ☐ Key2Business Client Agreement
- ☐ Key2Payroll® Service Schedule
- ☐ Key2Prepaid Service Schedule
- ☐ Key2Purchase Client Agreement
- ☐ Key Accounts Manager Agreement
- ☐ Key Capture® Service Schedule
- ☐ Key Capture® Service Schedule Third Party Provider/Related Entity
- ☐ Key Capture® Plus Service Schedule
- ☐ Key Capture® Plus Service Schedule Use of Third Party
- ☐ Key Liquid Reserve Service Schedule
- ☐ KeyPatient(SM) Service Schedule
- ☐ Payment Protection Service Schedule
- ☐ Payment Management Services Service Schedule
- ☐ Positive Pay Service Schedule
- ☐ Real Time Payment Message Schedule
- ☐ Third Party Funds Transfer Addendum to Wire Transfer Service Schedule
- ☐ Third Party Service Provider Agreement
- ☐ Third Party Sender Agreement – ACH Services
- ☐ Wire Transfer Service Schedule
- ☐ Wire Transfer Service Payment Authorization Form
- ☐ Universal Payment Code (UPIC) Addendum
- ☐ Modification Addendum (to be used for revisions to any of the foregoing)

CASH MANAGEMENT MASTER AGREEMENT
EXHIBIT A
CLIENT LIST

Client Name: ("Client")

Entity Name	TIN	Address	Title of Authorized Officer

The foregoing is a current list of all Entities that are a "Client" as defined in the Master Agreement executed by and between Client and KeyBank on .

230418-2029278/2029286

EXTRACT OF MINUTES

Meeting of the City Council of the

City of Newburgh, in the

County of Orange, New York

August 11, 2025

* * *

A regular meeting of the City Council of the City of Newburgh, in the County of Orange, New York, was held at the City Hall, Newburgh, New York, on August 11, 2025, at _____ o'clock P.M. (Prevailing Time).

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

Councilpersons:

There were absent:

Also present: Katrina Cotten, City Clerk

* * *

_____ offered the following resolution and moved its adoption:

RESOLUTION NO. ___ - 2025

OF

AUGUST 11, 2025

RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED AUGUST 11, 2025, APPOINTING TD BANK, NATIONAL ASSOCIATION TO SERVE AS FISCAL AGENT FOR BONDS AND NOTES ISSUES OF THE CITY.

THE CITY COUNCIL OF THE CITY OF NEWBURGH, IN THE COUNTY OF ORANGE, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said City Council) AS FOLLOWS:

Section 1. In accordance with Section 70.00 of the Local Finance Law, the City of Newburgh, in the County of Orange, New York (herein called the "City"), hereby appoints TD Bank, National Association ("TD Bank") to serve as fiscal agent for all bond and note issues of the City, all in accordance with the terms of the proposal submitted by TD Bank, a copy of which is attached hereto. In such role, TD Bank will serve as bond registrar and paying agent and shall perform all duties and undertake all responsibilities and obligations of a fiscal agent, as described in said Section 70.00.

Section 2. The form of paying agency agreement presented at this meeting is hereby approved and the Director of Finance is hereby authorized to enter into any agreements with TD Bank and execute any necessary instruments in the effectuation of the foregoing.

Section 3. This Resolution shall take effect immediately.

The adoption of the foregoing resolution was seconded by _____ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

****

CERTIFICATE

I, KATRINA COTTEN, City Clerk of the City of Newburgh, in the County of Orange, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the City Council of said City of Newburgh duly called and held on August 11, 2025, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said City Council and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City of Newburgh this _____ day of August, 2025.

(SEAL)

_____
City Clerk

AGENCY AGREEMENT

between

CITY OF NEWBURGH, ORANGE COUNTY, NEW YORK

and

TD BANK, NATIONAL ASSOCIATION

relating to

[nme of issue]
DATED:

AGENCY AGREEMENT

THIS AGENCY AGREEMENT ("Agreement"), dated as below indicated, by and between TD Bank, National Association, a national banking association duly organized under the laws of the United States of America with a place of business in Cherry Hill, New Jersey ("Bank") and the organization identified below ("Issuer");

WITNESSETH

WHEREAS, pursuant to the laws of the State of New York, the Issuer has authorized the issuance, sale and delivery of the bond anticipation notes ("Notes") referenced on the cover page hereof; and

WHEREAS, the Issuer has requested the Bank to serve as note registrar and paying agent for the Notes ("Paying Agent") and the Bank has accepted its appointment and agreed to act as Paying Agent.

NOW, THEREFORE, the parties each intending to be legally bound, agree as follows:

I. **TERM/AMENDMENTS**: This Agreement shall continue in effect until the respective final maturity of each Note. Either the Paying Agent or the Issuer may terminate this Agreement at any time by providing thirty (30) days prior written notice thereof delivered to the other. This Agreement may be amended at any time by the mutual written consent of both parties.

II. **BOND PAYMENTS**:

A. The Issuer shall deposit, or cause to be deposited, with the Paying Agent an amount equivalent to the interest and principal due each respective Note in immediately available funds ("Debt Service Amount") on or before the respective interest and principal payment date ("Payment Date"). Debt Service Amounts shall be collected by the Paying Agent from the Issuer through an electronic debit from the Issuer's designated account set forth on the attached Automated Clearing House (ACH) Authorization Form.

B. The Paying Agent shall pay, or cause to be paid, on each respective Payment Date, the Debt Service Amount to the registered owners of such Notes ("Noteowners") at their addresses appearing on the registrar books and records maintained by the Paying Agent ("Registrar"), by check or wire transfer on the Payment Date, in then lawful money of the United States of America, subject however to Section II(C), below.

C. The Paying Agent shall hold the Debt Service Amounts deposited in a fiduciary capacity for the exclusive benefit of the Issuer and the Noteowners and segregated from all other funds of the Paying Agent. The Paying Agent shall have no obligation to (i) pay the Debt Service Amount due Noteowners unless the Issuer provides adequate and immediately available funds on or prior to the Payment Date in accordance with this Agreement, or (ii) credit the Issuer with interest on the amounts so deposited.

III. **DUTIES OF PAYING AGENT**: The Paying Agent shall perform, or cause to be performed, as applicable, the services described in the attached listing of Agency Services.

IV. **COMPENSATION**: Issuer shall pay to the Paying Agent the compensation, and reimbursement of its expenses incurred in connection with this Agreement, in accordance with the attached Schedule of Fees, as it may be amended from time to time upon thirty (30) days prior written notice from Paying Agent to Issuer.

V. **INDEMNITY/LIABILITY**: The Issuer shall be responsible for all taxes, expenses, fees and costs, including counsel fees and expenses, incurred under this Agreement and shall indemnify, defend and save the Paying Agent harmless from any and all liabilities and damages incurred or arising in connection with this Agreement, including without limitation reasonable attorneys' fees and costs of defense, except insofar as such liabilities and damages result from the Paying Agent's own gross negligence or willful misconduct.

VI. **MISCELLANEOUS PROVISIONS**:

A. Municipal Bond Insurance: The Issuer and Paying Agent agree to comply with the written policy and procedures in effect under any municipal bond insurance policy for the Notes, if applicable.

B. Securities Depository of Book-Entry Notes: The Issuer and Paying Agent agree to comply with the written policy and procedures in effect of any securities depository to maintain the Notes in book-entry form, if applicable.

VII. **INSPECTION**: The Issuer, upon reasonable notice, may inspect the Paying Agent's books and records relative to the Notes and its performance under this Agreement. The Issuer consents to any inspection of the Paying Agent's books and records by regulatory authorities.

VIII. **NOTICES**: All written notices or instructions delivered under this Agreement shall be addressed as follows:

Paying Agent - TD Bank, National Association, Institutional Trust, 9000 Atrium Way, Mount Laurel, New Jersey 08045.

Issuer – City of Newburgh, 83 Broadway, 4th Floor, Newburgh, New York 12550

IX. **GOVERNING LAW**: This Agreement shall be governed by and construed in accordance with the laws of the State of New York .

IN WITNESS THEREOF, the parties have caused this Agreement to be executed this ___ day of _____,20__.

TD Bank, National Association, as Paying Agent	City of Newburgh, Orange County, New York as Issuer
By:_____ Name: Kelly Bekas Title: Vice President	By:_____ Name: Todd Venning J.D., M.S Title: Director of Finance / CFO

AUTOMATED CLEARING HOUSE (ACH) AUTHORIZATION FORM

I, an authorized representative of the account owner named below, hereby authorize TD Bank, N.A. to initiate debit and/or credit entries to the account indicated below. This authorization shall remain in full force and effect until written notification is delivered regarding changes and/or termination, in such time and manner to afford a reasonable opportunity to act upon.

Account Owner _____

Address _____

_____

_____

Telephone _____

Bank Name _____

Bank ABA Number _____

Bank Address _____

_____

Account Title _____

Account Type (circle Checking or Savings) _____

Account Number _____

Print Authorized Representative's Name _____

Title _____

Signature _____

Date _____

This form may be copied for future use.

AGENCY SERVICES

I. **BOND REGISTRAR**:

A. Maintain at its principal corporate trust office the Issuer's books and records of Noteowners for the registration, exchange and transfer of Notes, if applicable.
B. Establish new Noteholder records and posting debits and credits to the Issuer's Registrar.
C. Examine Notes surrendered for transfer for genuineness or alterations and proper endorsement accompanied by sufficient written instrument of transfer with guaranty of signature.
D. Issue new Notes in exchange for transfer in proper forms of registration, authentication by manual signature of a duly authorized officer of the Bank and delivered in a timely fashion as prescribed by law.
E. Maintain stop transfer file of Notes.
F. Cancel transferred and paid Notes and provide for the periodic return of same, properly certified, to the Issuer.
G. Maintain an unissued supply of Notes provided by Issuer to facilitate transfers in a safe and secure environment, which supply shall be renewed by Issuer from time to time upon written request.
H. Review and approve satisfactory evidence of and indemnity for lost, stolen or destroyed Notes and the replacement thereof.
I. Notify Noteowners as required of any redemption of the Notes and provide such other communication as reasonably requested by Issuer.
J. Respond to all Issuer and Noteholder correspondence, inquiries and requests.
K. Furnish the Issuer with a certified description of Noteholder information upon request.
L. Furnish the Issuer and its Auditors with certified confirmations upon request.

II. **PAYING AGENT**:

A. Disburse interest due Noteowners upon each respective Payment Date which appear on the Registrar, subject to Section II(C) of the accompanying Agreement.
B. Disburse matured principal due Noteowners upon each respective Payment Date which appear on the Registrar upon presentation and surrender of the Notes, subject to Section II(C) of the accompanying Agreement.
C. Provide IRS tax withholding and reporting information.
D. Reconcile all paid and outstanding checks and provide for the periodic return of unclaimed Debt Service Amounts to the Issuer or appropriate state or local government, as applicable.
E. Notify Issuer of Debt Service Amounts prior to each respective Payment Date.
F. Respond to all Issuer and Noteholder correspondence, inquiries and requests.
G. Furnish the Issuer a certified description of debt service payments to Noteowners upon request.

SCHEDULE OF FEES

Re: CITY OF NEWBURGH, ORANGE COUNTY, NEW YORK

[ISSUE]
Dated:

NOTE REGISTRAR & PAYING AGENT

A.	Acceptance Fee (one time)[1]:	$ 1,050.00
B.	Annual Administration Fee (in advance)[2]:	$ 0
C.	Out of Pocket Expenses (in arrears):	At Cost

This Schedule of Fees is subject to amendment in accordance with the accompanying Agreement, and shall renew (subject to such amendment) as set forth therein.

If notes are issued in book-entry form and subsequently removed, then Schedule of Fees in effect as Note Registrar and Paying Agent for certificated notes may be applied.

City of Newburgh, Orange County, New York
as Issuer
By:_____
Name: Todd Venning, J.D., M.S.
Title: Director of Finance / CFO

1 Payable upon closing.

2 Out of Pocket Expenses shall be billed at cost which may include, but is not limited to, postage, stationery, communication charges, counsel fees and expenses or other experts as may be required from time to time.

July 28, 2025

Todd Venning
Director of Finance and City Manager
City of Newburgh
83 Broadway 4th Floor
Newburgh, New York 12550

Re: City of Newburgh, Orange County, New York

Dear Mr. Venning:

TD Bank, National Association is pleased to offer our TD Wealth Services as Bond Registrar, Paying Agent for the above referenced bond issue of the City.

Accordingly, enclosed is our Schedule of Fees to serve in the aforementioned capacities. We firmly believe the City will significantly benefit from receiving the highest level of personalized service from an independent, locally based and community oriented bank.

We thank you for this opportunity to offer our Institutional Trust Services and sincerely hope our proposal is received favorably. If you should have any questions regarding the enclosed material or require additional information, please call.

Very truly yours,

Kelly Bekas
Vice President

SCHEDULE OF FEES

Re: ***City of Newburgh, Orange County, New York***

PAYING AGENT (1)

A.	Acceptance Fee (one-time): (3)	$ 0.00
B.	Annual Administration Fee (in advance): (3)	$ 1,050.00
C.	Out Of Pocket Expense (annually in arrears): (4)	At Cost

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(1) This Schedule of Fees shall be in effect and renew annually subject to change.
(2) If bonds are issued in book-entry form and subsequently removed, then Schedule of Fees in effect as Fiscal Agent for certificated bonds may be applied.
(3) Fee per each Series of Bonds . Payable upon closing.
(4) Out of Pocket Expenses shall be billed at cost which may include, but is not limited to, postage, stationery, communication charges, counsel fees and expenses or other experts as may be required from time to time.

AGENCY SERVICES

I. BOND REGISTRAR:

A. Maintain at its principal corporate trust office the Issuer's books and records of Bondholders for the registration, exchange and transfer of Bonds, if applicable.
B. Establish new Bondholder records and posting debits and credits to the Issuer's Registrar.
C. Examine Bonds surrendered for transfer for genuineness or alterations and proper endorsement accompanied by sufficient written instrument of transfer with guaranty of signature.
D. Issue new Bonds in exchange for transfer in proper forms of registration, authentication by manual signature of a duly authorized officer of the Bank and delivered in a timely fashion as prescribed by law.
E. Maintain stop transfer file of Bonds.
F. Cancel transferred and paid Bonds and provide for the periodic return of same, properly certified, to the Issuer.
G. Maintain an unissued supply of Bonds provided by Issuer to facilitate transfers in a safe and secure environment, which supply shall be renewed by Issuer from time to time upon written request.
H. Review and approve satisfactory evidence of and indemnity for lost, stolen or destroyed Bonds and the replacement thereof.
I. Notify Bondholders as required of any redemption of the Bonds and provide such other communication as reasonably requested by Issuer.
J. Respond to all Issuer and Bondholder correspondence, inquiries and requests.
K. Furnish the Issuer with a certified description of Bondholder information upon request.
L. Furnish the Issuer and its Auditors with certified confirmations upon request.

II. PAYING AGENT:

A. Disburse interest due Bondholders upon each Payment Date which appear on the Registrar as of the record date, subject to Section II(C) of the accompanying Agreement.
B. Disburse matured principal due Bondholders upon each Payment Date which appear on the Registrar as of the record date upon presentation and surrender of the Bonds, subject to Section II(C) of the accompanying Agreement.
C. Provide IRS tax withholding and reporting information.
D. Reconcile all paid and outstanding checks and provide for the periodic return of unclaimed Debt Service Amounts to the Issuer or appropriate state or local government, as applicable.
E. Notify Issuer of Debt Service Amounts prior to each Payment Date.
F. Respond to all Issuer and Bondholder correspondence, inquiries and requests.
G. Furnish the Issuer a certified description of debt service payments to Bondholders upon request.

RESOLUTION NO.: _____ - 2025

OF

AUGUST 11, 2025

A RESOLUTION AUTHORIZING THE AWARD OF A BID AND EXECUTION OF A CONTRACT WITH SHAMROCK SHOWS, INC. FOR CARNIVAL RIDES, ATTRACTIONS AND CONCESSIONS AT THE CITY OF NEWBURGH ANNUAL INTERNATIONAL FESTIVAL

WHEREAS, the City of Newburgh's Annual International Festival is scheduled for Friday, August 29, 2025 through Sunday, August 31, 2025, at the Delano-Hitch Recreation Park; and

WHEREAS, the City of Newburgh issued a Request for Proposals for Carnival Rides, Concessions and Amusements for the City of Newburgh's Annual International Festival; and

WHEREAS, one (1) proposal was duly received and opened; and

WHEREAS, Shamrock Shows, Inc. was the only bidder; and

WHEREAS, the City Council has determined it to be in the best interests of the City of Newburgh to enter into a contract with Shamrock Shows, Inc. to provide Carnival Rides, Concessions and Amusements for the City of Newburgh's Annual International Festival;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for Carnival Rides, Concessions and Amusements be and is hereby awarded to Shamrock Shows, Inc.; and

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

CITY OF NEWBURGH
Goods and Services Contract

This contract ("Contract") is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the City of Newburgh, a municipal corporation, with an office address of 83 Broadway, Newburgh, New York 12550 ("City"), and Shamrock Shows, Inc., with an office address of 338 Willow Tree Road, Milton, New York 12547 ("Contractor").

WITNESSETH

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

WHEREAS, the City provided notification of the availability of the Solicitation in accordance with state and local requirements; and

WHEREAS, the Solicitation set forth the minimum administrative, technical, and cost requirements that a vendor needed to meet to be eligible for consideration to receive an award; and

WHEREAS, Contractor submitted a proposal in response to the Solicitation, and the same was reviewed through the procurement process; and

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

NOW THEREFORE, in consideration of the terms hereinafter mentioned and also the mutual covenants and obligations moving to each party hereto from the other, the Parties hereby agree as follows:

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

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1. APPENDICES AND ATTACHMENTS

1.1. The following appendices and attachments, attached hereto, are hereby expressly made a part of this Contract:

Schedule A – Solicitation #8.25, Sections 1 through 13

Schedule B – Contractor Bid

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

2. SCOPE OF SERVICES

2.1. Contractor shall render all services and deliverables and furnish all materials and equipment necessary to provide the City with services and deliverables more specifically described in **Schedule A** (hereafter "Services"), in a timely and professional manner, using the degree of care, skill, and diligence generally observed by other companies in the industry, and in accordance with the highest professional and industry standards relevant to the Services as reasonably anticipated based on the applicable Scope of Work.

2.2. Not applicable.

2.3. Contractor will perform all Services. Services shall not be performed by any other person, entity, agency, affiliate, or subcontractor unless approved by the City in writing. Contractor shall remain responsible for the performance of all of its obligations under this Contract, and for the performance by all third parties providing Services herein. Any Contract between Contractor and a permitted subcontractor must contain terms and provisions consistent with those contained in this Contract.

3. RATES AND FEES

3.1. Contractor shall pay the City a sum in accordance with Solicitation #8.25, Section 2(A) and Section 4.

3.2. Not applicable.

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

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3.4. Not applicable.

3.5. Not applicable.

3.6. Not applicable.
3.7. Not applicable.

3.8. Not applicable.

4. TERM

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

4.1.1. September 2, 2025 at 4 p.m.; or
4.1.2. The Contract is terminated in accordance with Section 9.

5. CONTRACTOR'S OBLIGATIONS

5.1. Contractor shall:

5.1.1. Apply such time, attention, and reasonable skill and care as may be necessary or appropriate for its proper performance and provision of the Services;

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

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

5.1.4. Comply with all reasonable directions regarding the Services communicated to it from time to time by the City;

5.1.5. Keep confidential materials that are in its possession or control safe and secure;

5.1.6. Deliver all Services by the dates set out in the applicable Scope of Work or any other delivery date(s) agreed by the Parties in writing.

5.2. If at any time Contractor becomes aware that it may not be able to perform or deliver the Services by any date set out in the applicable scope of work (or any other deadline agreed by the Parties in writing), Contractor will promptly notify the City and give details of the reasons for the delay. Unless the delay is caused by Force Majeure, Contractor's failure to perform the Services will represent a material breach of this Contract entitling the City to terminate this Contract and pursue its legal and equitable remedies if the breach.

6. CONFIDENTIAL INFORMATION

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6.1. Any information provided by the City to Contractor shall be deemed confidential. Contractor shall not disclose any information to a third-party unless authorized by the City in writing.

6.2. The obligations contained in this section shall survive the termination or expiration of any relationship between the parties into perpetuity.

7. WORK PRODUCT

7.1. Contractors must provide any written records in Word, Excel, PDF or another format acceptable to the City and be able to share documents with the City in electronic format via email or managed file transfer (for larger sized documents) in a manner acceptable to the City.

7.2. All records in any form (e.g. written, visual, audio, etc.) produced by the Contractor shall be property of the City. All records produced by the Contractor for the City, or on behalf of the City, shall not be used for any purpose without the City's written consent. At the conclusion of any engagement, either as a result of termination or the natural conclusion of the engagement, all records shall be turned over to the City within 60 days, or as may be extended in writing by the City.

7.3. All information collected or otherwise obtained by the Contractor, the Contractor's staff and all subcontractors in performance under the Contract is proprietary and may not be disclosed to any party other than the City without the City's express written consent.

7.4. The obligations contained in this section shall survive the termination or expiration of any relationship between the parties into perpetuity.

7.5. Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years from the date of creation or three (3) years after final payment is remitted by the City, whichever is later. Any authorized representatives of the City, New York State, or Federal Government shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for inspection, auditing, and copying.

7.6. The City reserves the right to use any work product prepared under this Contract regardless of whether the Contract is terminated or the project is suspended or abandoned. This right allows the City to use these documents in the future for the same project, a modified version of it, or for one that is similar.

8. KEY INDIVIDUALS AND ASSOCIATES

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8.1. Should Contractor fail to provide at least the staffing mutually agreed upon by the City and Contractor during the term of the Contract, the City will have the right, in addition to any other right set forth herein, to prospectively renegotiate fees in light of any staffing deficiency.

8.2. Contractor may allocate suitable associates with appropriate levels of experience and seniority to provide the Services. The composition of Contractor's team assigned to the City and the allocation of their work time will comply with the specifications set forth in the relevant scopes of work.

8.3. Contractor will appoint specifically named key individuals to be actively involved in the provision of the Services. Should any key individual leave Contractor's employment or cease to be involved in the provision of Services for any reason Contractor will consult the City and, subject to the City's written approval, appoint a suitable replacement. Any such change in the key individuals will occur with full and timely transfer of know-how at Contractor's sole expense.

9. TERMINATION

9.1. The City may terminate this Contract or suspend or abandon Services upon fourteen (14) days written notice to the Contractor. Contractor may terminate this Contract only if the City substantially fails to perform in accordance with Section 3 of this Contract regarding payment for Services. Prior to Contractor terminating this Contract, a Notice of Termination must be given in writing and in accordance with the notice provision in Section 10 (Miscellaneous Provisions), below, to the City that allows the City fourteen (14) days to correct any default. If the default is corrected/cured, Contractor may not terminate this Contract.

9.2. In the event the City terminates this Contract, suspends Services more than 180 days, abandons Services, or the Contractor terminates this Contract, the City shall pay to the Contractor full payment for Services performed and expenses incurred under this Contract as follows:

9.2.1. The sum due under Section 3 (Compensation) as shall have become payable because of progress in the work plus a pro-rata portion of the next succeeding and uncompleted step, if any, for services actually rendered by Contractor.

9.2.2. In ascertaining the services actually rendered up to the date of termination of this Contract, or suspension or abandonment Services, consideration will be given by the City to completed work and work in process.

9.3. The City may immediately cancel this Contract on notice to Contractor if the City receives information that any work under this Contract conflicts with the provisions of any applicable law establishing a Code of Ethics for Federal, State or City officers and employees.

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10. INSURANCE AND RISK MANAGEMENT

10.1. The parties agree that Contractor, its agents, officers, and employees, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of the City.

10.2. Contractor agrees to hold harmless, defend, and indemnify the City, and the officers, agents, and employees of the City from all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith, resulting from or in any manner arising out of or in connection with any negligent act or omission or willful misconduct on the part of the Contractor, its officers, agents, and employees, in the performance of this Contract. This provision shall survive the expiration or termination of this Contract.

10.3. Contractor shall not commence work until the City has received evidence of the insurance policies and/or coverages required in this section and approved the same.

10.4. Contractor shall obtain the following policies and coverages. The insurance furnished by the Contractor under this section shall provide coverage in amounts not less than the following unless a different amount is stated herein:

10.4.1. Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, shall cover work done or to be done by or on behalf of the Contractor and shall provide insurance coverage for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work.

The minimum liability limits shall be as follows:

$2,000,000	General Aggregate
$1,000,000	Each Claim - combined single limit for bodily injury and property damage.

10.4.2. Workers' Compensation Insurance, shall include Employer Liability limits of $1,000,000 and other limits required under New York law.

10.4.3. Products liability insurance in the amount of $1,000,000 in the general aggregate.

10.4.4. Warranty and Indemnity Insurance (or Representations and Warranties Insurance) in the amount of $1,000,000 in the general aggregate.

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10.5. Insurers shall be authorized in the State of New York to transact insurance and shall hold a current A.M. Best's rating of no less than A: VII or carrier acceptable to the City.

10.6. Contractor shall submit to the City certificates of insurance and endorsements to the policies of insurance required by the Contract as evidence of the insurance coverage.

10.7. The scope of coverage and deductible shall be shown on the certificate of insurance.

10.8. The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to the City, and without ten (10) days' notice for non-payment of premium.

10.9. Renewal certifications shall be timely filed by the Contractor for coverage until the work is accepted as complete.

10.10. Contractor shall notify the City in writing of any material change in insurance coverage.

10.11. Insurance policies shall contain, or be endorsed to contain, the following provisions and/or endorsements:

10.11.1. For the general and automobile liability policies, the City of Newburgh, its officers, employees, representatives, volunteers, and agents shall be covered as additional insureds.

10.11.2. For claims related to the work, Contractor's insurance coverage shall be primary insurance as respects the City of Newburgh, their officers, employees, representatives, volunteers, and agents. Insurance or self-insurance maintained by the City, their officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor's insurance and shall not contribute with it.

10.11.3. Each insurance policy required by this section shall state that coverage shall not be canceled, except after thirty (30) days prior written notice by mail, return receipt requested, has been given to the City, ten (10) days' notice for non-payment of premium.

10.11.4. The City, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

10.12. Any deductible under any policy of insurance required in this section shall be the Contractor's liability.

10.13. Acceptance of certificates of insurance by the City shall not limit the Contractor's liability under the Contract.

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10.14. If the City is damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay the City for such damages.

10.15. Contractor's obligations to obtain and maintain required insurance are non-delegable duties under this Contract.

10.16. Contractor's insurances shall be primary in any suit by a third-party that names both the City and Contractor as defendants to an action.

10.17. Contractor waives and releases the City from any and all claims and liability or responsibility with respect to any losses covered by Contractor's insurance, including losses arising out of the inability to conduct business. Contractor agrees that its insurance companies shall have no right of subrogation against the City on account of this release.

11. MISCELLANEOUS

11.1. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the City by reason hereof, and that it will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

11.2. Contractor agrees to comply with all applicable Federal, State and City Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, Contractor agrees that neither it nor its sub-Contractors shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract.

11.3. Contractor certifies compliance with providing a drug-free workplace.

11.4. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or

consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11.5. Contractor warrants that no officer or employee of the City of Newburgh has received, or shall receive, compensation from the Contractor or subcontractors for work performed in the execution of this Contract, or for any architectural or engineering services, public or private, performed for the Contractor or its subcontractors.

11.6. This Contract shall be binding on, and inure to the benefit of, the successors and permitted assigns of the parties.

11.7. Contractor may not assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title or interest therein, or its power to execute such Contract, to any other person, company or corporation, without written consent of the City. If this provision is violated, the City may revoke and annul the Contract and the City shall be relieved from all liability and obligations thereunder to the person, company or corporation to whom the Contractor shall purport to assign, transfer, convey, sublet or otherwise dispose of the Contract without such consent in writing of the City.

11.8. Notice for either party may be served by delivering it in writing via any form of United States Postal Service that contains a tracking number, or by Federal Express, or by United Parcel Service, to the respective party and address as shown on the Contract page.

11.8.1. Notice served upon the City shall be delivered to:

City of Newburgh
attn.: City Manager
83 Broadway
Newburgh, New York 12550

with copy to:

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

11.8.2. Notice served upon Contractor shall be delivered to:

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

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11.9. In the event of any claims made or any actions brought against the City in connection with the Contract, Contractor agrees to provide all information and assistance in the City's opinion that is reasonably necessary to defend such Claim.

11.10. The State courts located in New York State, County of Orange, shall have exclusive jurisdiction to adjudicate any disputes arising out of or relating to, this Contract. Each party hereto consents to the jurisdiction of such court and waives any right it may otherwise have to challenge the appropriateness of the forum for any reason. Arbitration shall not be used to resolve any claims, controversies, or disputes between the parties.

11.11. This Contract shall be governed and construed in accordance with the laws of the State of New York, without giving effect to any conflict of laws principles that may apply.

11.12. This Contract constitutes the entire Contract between the parties with respect to the subject matter hereof and supersedes all other prior Contracts and understandings, both written and oral, between the parties with respect to the subject matter hereof. Any changes to this Contract may be amended by mutual consent of the parties hereto in writing.

11.13. This Contract may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

11.14. In the event that any provision of this Contract is held to be unenforceable under applicable law, this Contract will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

12. CERTIFICATION FOR FEDERAL OR STATE AID CONTRACTS (IF APPLICABLE)

12.1. Should this Contract, or any portion thereof, be funded with federal or state aid, Contractor certifies, by signing this Contract, to the best of its knowledge and belief, that:

12.1.1. No federal or state appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal or state agency, an elected member of federal or state government, an officer or employee of an elected member of federal or state government, in connection with the award of any federal or state contract, the making of any federal or state grant, the making of any federal or state loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.

12.1.2. If any funds other than federal or state appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee

of any federal or state agency, an elected member of federal or state government, an officer or employee of an elected member of federal or state government in connection with this contract, the undersigned shall complete and submit a "Disclosure Form to Report Lobbying," in accordance with its instructions.

12.1.3. The signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership):

12.1.3.1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal or state agency;

12.1.3.2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal or state agency within the past three years;

12.1.3.3. Does not have a proposed debarment pending; and

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

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[Signature and Acknowledgment Pages to Follow]

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

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

DATED: _____, 2025 CITY OF NEWBURGH

By: _____
Name: Todd Venning
Title: City Manager

DATED: _____, 2025 SHAMROCK SHOWS, INC.

By: _____
Name:
Title:

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

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

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

_____
NOTARY PUBLIC

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

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

_____
NOTARY PUBLIC

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[Schedules to Follow]

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SCHEDULE A – Solicitation #8.25, Sections 1 through 13

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1. NOTICE TO PROPOSERS

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

Friday, August 29, 2025 - 6:00 p.m. to 10 pm.
Saturday, August 30, 2025 – 4:00 p.m. to 10 p.m.
Sunday, August 31, 2025 – 4:00 p.m. to 10 p.m.

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

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

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

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

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

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

E. Questions pertaining to the solicitation must be submitted by: 4:00 p.m. Monday, June 30, 2025.

Questions must be submitted through the solicitation at https://www.bidnetdirect.com/new-york/city-of-newburgh.

All questions will be answered on https://www.bidnetdirect.com/new-york/city-of-newburgh.

F. Sealed proposals (Submission Closing) must be received by: 11:00 a.m. Friday, July 11, 2025.

Sealed proposals are to be mailed or delivered to: Robert Van Vlack, City Purchasing Agent, Office of the Comptroller – 4th Floor, City Hall, 83 Broadway, Newburgh, NY 12550.

Responses missing the deadline will not be considered.

G. The non-public proposal opening will be Friday, July 11, 2025 at 11:15 a.m.

The opening will be held at City Hall, Comptroller Office, 83 Broadway, Newburgh, NY.

H. The evaluation criteria leading to the award will be based on received data and information contained in Submittal Forms A and B. Evaluation Criteria is outlined further in Section 11.

I. The City reserves the right to reject any and/or all proposals.

J. Justice, Equity, Diversity, and Inclusion are core values to the City of Newburgh, where there is a strong commitment to establishing and maintaining an environment free of discrimination. These values are promoted through the daily practice of professionalism, respect, acceptance and understanding. As such, City residents along with women, minorities, individuals with disabilities, members of the LGBTQ community, and veterans are encouraged to apply. Minority and Women-owned Business Enterprises ("MBW/WBE"), small and disadvantaged businesses are encouraged to apply.

2. DAILY PROCEEDS, SECURITY DEPOSIT, AND UTILITIES

A. The successful Ride Company shall pay the City of Newburgh a set percentage of their entire proceeds over the total and complete duration of the Festival. The Ride Company must submit the completed Proposed Percentage (%) of Daily Proceeds Form (Submittal Form A).

The successful Ride Company must provide a written accounting of the daily proceeds to the designated City of Newburgh representative at the conclusion of festival operations each and every evening.

The successful Ride Company shall pay the City of Newburgh at the end of each festival evening the amount due to the City based on the accounting of proceeds and on the percentage proposed and awarded there from.

B. A security deposit of $1,500.00 is required to be paid by successful Ride Company.

The vendor must provide either: (1) a surety bond; or (2) a cash deposit, in the amount of $1,500.00, to assure the adequate cleanup and restoration of City property back to its original condition prior to contract expiration or termination, reasonable wear and tear excepted. The City, in its sole discretion, reserves the right to determine whether City property has been adequately restored. A refund may be made after City evaluation.

C. The Ride Company must provide for the operation of all the carnival rides, concessions, and amusements supplying their own source of power, electricity, and all water (including potable water).

3. INDEPENDENT CONTRACTOR, USE OF SUBCONTRACTOR

A. The Ride Company will be an independent contractor and not an employee of the City.

B. Subcontractors must be approved by the City. The proposer must detail any sub-contractor use in their submitted proposals.

4. ACCOUNTING/RECORDKEEPING, CITY INSPECTIONS

A. The successful Ride Company shall keep accounts and records of all operations according to good accounting practices.

B. The successful Ride Company must provide a written accounting of the daily proceeds to the designated City of Newburgh representative at the conclusion of festival operations each and every evening.

C. The successful Ride Company shall pay the City of Newburgh at the end of each festival evening the amount due to the City based on the accounting of proceeds and on the percentage proposed and awarded there from.

D. The City has the right to inspect operations at any time and for whatever reason.

5. SCOPE OF WORK/SERVICES

A. The successful Ride Company can begin setting up at the Newburgh Recreation designated field, no earlier than Wednesday, August 27, 2025 at 9:00 A.M. The successful Ride Company must have all equipment removed from the said location no later than 12:00 P.M. on Tuesday, September 2, 2025.

B. Hours of Festival Operations. The successful Ride Company must have all personnel, rides, concessions, and amusements ready to operate on each day Saturday, August 30, and Sunday August 31, 2025 no later than 4:00 P.M. (Eastern Time) and shall cease operations promptly at 10:00 p.m. on each night.

C. The Ride Company shall provide carnival rides, concessions, and amusements with their own source of power, electricity, and all water (including potable water).

The Ride Company must provide the City of Newburgh with proof of purchased and/or rental of water source.

D. The Ride Company shall be responsible for maintenance and cleanliness of the area including immediate ride, concession, and amusement areas at all times, including the area after tear-down.

E. The Ride Company shall cease operations at the end of Festival on Sunday August 31, 2025 promptly at 10:00 P.M., unless otherwise directed by a City of Newburgh official or designated representative.

F. Tear-Down and all removal, including complete cleanup, must be done by 12:00 P.M. on Tuesday, September 2, 2025.

G. All food related oil and equipment oil and grease must be removed by the Ride Company at no cost to the City of Newburgh.

H. The Ride Company shall provide a set number of advertising posters at no cost to the City which shall be distributed by the City of Newburgh.

I. The Ride Company shall propose the set number of posters in said Proposal.

J. The Ride Company must supply tickets at no cost to the City of Newburgh.

K. The Ride Company shall be fully responsible for providing all personnel.

L. The Ride Company shall provide carnival rides, concessions, and amusements at no cost to the City of Newburgh.

M. The Ride Company will provide a high quality of customer service at all times.

6. PROPOSER QUALIFICATIONS

A. The following shall be considered the minimum requirements to qualify for submitting a proposal:

- Be an established business, registered to do business in the State of New York.
- Provide an overall plan, detailing the number and types of Rides, Amusements, and Concessions.
- Maintain direct employment of experienced and trained personnel for the services provided.
- Have two (2) consecutive years' experience as an owner and operator of a carnival ride, concession and food service, and amusement business.
- Must be doing business with or have done business within the past 2 years with at least one (1) other municipality or government entity. Provide references.

- Vendor shall keep accounts and records of all operations according to good accounting practices.

B. Vendor must have filed all necessary applications with and received all necessary licenses and permits for operation from the Orange County and the City of Newburgh prior to opening and must keep all such licenses active and in good standing for the duration of any operation.

7. INSURANCE REQUIREMENTS

A. Vendor must provide proof of required insurances as outlined in the City's contract for services.

B. Vendor shall be required to obtain, at vendor's sole cost and expense, the types and amounts determined by the City in its sole discretion, including but not limited to those set forth in the City's Goods and Services Contract.

C. Vendor shall submit the certificates of insurance from the insurer showing that the selected vendor has insurance in the required types and amounts.

8. QUESTIONS

A. All questions must be submitted through the solicitation at https://www.bidnetdirect.com/new-york/city-of-newburgh.

B. Questions, pertaining to the solicitation, must be received by: 4:00 p.m. June 30, 2025.

C. All questions will be answered on https://www.bidnetdirect.com/new-york/city-of-newburgh.

D. Any impermissible contact with any other City officer or employee regarding the RFP during the procurement period shall result in the rejection of any such Vendor's proposal. Proposers shall communicate in writing only.
The procurement period is between the solicitation release and the closing date for submission.

9. SUBMISSION REQUIREMENTS FOR PROPOSALS

A. The requirements listed below must be included in submission for a proposer to be considered responsive.

B. Bid package must contain all original documents and one digital copy (flash drive)

Submit a sealed proposal mailed or delivered to: Robert Van Vlack, City Purchasing Agent, Office of the Comptroller – 4th Floor, City Hall, 83 Broadway, Newburgh, NY 12550. All proposals must be clearly marked as "#8.25 –"INTERNATIONAL FESTIVAL CARNIVAL".
SUBMITTAL FORM A – PROPOSED PERCENTAGE (%) OF DAILY PROCEEDS FORM (SIGNED)
SUBMITTAL FORM B – COMPANY INFORMATION (SIGNED)
SUBMITTAL FORM C - BIDDER ACKNOWLEDGEMENT FORM (SIGNED)
SUBMITTAL FORM D - NON-COLLUSION BIDDING AFFIDAVIT (SIGNED AND NOTARIZED)
SUBMITTAL FORM E - CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT (SIGNED AND NOTARIZED)
Company W-9

C. Deadline for submission is Friday, July 11, 2025 by 11:00 a.m.

D. All proposals are to be submitted sealed.

E. Send or hand-deliver sealed proposals to:
City of Newburgh
City Hall, Office of the Comptroller 4th Floor
Attn: Robert Van Vlack, City Purchasing Agent
83 Broadway
Newburgh, New York 12550

F. The City will accept all sealed proposals that either are received by in-person delivery or mailed. No electronic submissions.

G. All received proposals will be initialed, dated, and time recorded by the City Comptroller or its designee. The date and time will be recorded from an office computer or mobile (cell) phone.

H. Responses missing the deadline will not be considered.

I. A proposal may not be modified, withdrawn, or canceled for a period of forty-five (45) days after the date of the proposal opening; thereafter, a proposer may withdraw his proposal only by written notice of withdrawal submitted in advance of the proposal award.

10. PROPOSAL OPENING

A. A Non-Public Bid Opening will be held on: Friday, July 11, 2025 at 11:15 a.m.

B. It will be held at City Hall, 4th Floor (Comptroller Office), 83 Broadway, Newburgh, NY.

11. EVALUATION CRITERIA

A. All proposals will be scored by the following criteria:

Evaluation Criteria		
Criteria	Details	Weight
Company Information	**Submittal Form B** Provide an overall plan, detailing the number and types of Rides, Amusements, and Concessions. The Proposer's experience and qualifications demonstrating the ability to fulfill the requirements of the proposal, technical ability, knowledge of laws and regulations as they apply to the services to be provided, references, and other factors, which the City may consider relevant.	50
Percentage (%) of daily proceeds	**Submittal Form A** Highest Bid Percentage will receive 25 points. Lower bids will be calculated by: Bid/Highest Bid = Result Result X 25 = Score	50
Total		100

B. A selected team of City employees will review and score all proposals based on the evaluation criteria.

The City will award the contract to the highest scoring, responsive and responsible proposer.

12. AWARD AND CONTRACT

A. An Award Letter will be issued to selected proposer.

B. The successful Ride Company must agree to the terms set forth in the City of Newburgh Goods and Services Contract ("Contract"), attached to this Solicitation for reference, on substantially the same terms and conditions as provided therein.

C. The Contract referenced is subject to approval by the City Council of the City of Newburgh.

D. The contract award will be for 2025, with two (2) one-year extensions, upon mutual consent of the parties.

13. TERMS AND CONDITIONS

A. The City may, at its option, interview prospective proposer as part of this selection process. However, selection may take place without such interviews. Therefore, applicants are urged to present proposals that are as complete as possible upon initial submission.

B. The City may terminate the RFP process at any time for any reason.

C. The City reserves the right to reject any and/or all proposals.

D. The City has no obligation to discuss its reasons for selecting, accepting, or rejecting any proposals with the proposer or representatives of said proposer, but will entertain such requests.

E. The issuance of the RFP does not mandate the City to select a proposal and/or enter into any agreement. A submission does not constitute business terms under any eventual agreement.

F. This RFP does not in any way obligate the City to reimburse respondents for any costs associated with the preparation and submission of a proposal.

G. The City will award the Contract to the lowest scoring responsive and responsible proposer.

H. The Contract requires the approval of the Newburgh City Council.

14. ATTACHMENTS

A. Submittal Form A – PROPOSED PERCENTAGE (%) OF DAILY PROCEEDS FORM

B. Submittal Form B – COMPANY INFORMATION

C. Submittal Form C - BIDDER ACKNOWLEDGEMENT FORM

D. Submittal Form D - NON-COLLUSION BIDDING AFFIDAVIT

E. Submittal Form E - CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

F. Reference Document - CITY OF NEWBURGH GOODS AND SERVICES CONTRACT

338 Willow Tree Rd. • Milton, NY 12547
Phone:845-795-1263 • Fax:845-795-2345

Shamrock Shows INC. will bring 12-14 rides and 2-4 games and 3 concession trailers during the 2025 international festival.

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

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

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

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

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

Shamrock shows will provide tickets at no cost to the city

Shamrock shows will be fully responsible to provide personnel

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

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

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

Shamrock shows will set up no earlier than Tuesday august 26TH at 12:00 pm shamrock will have all rides removed from location no later than 12:00 pm on Tuesday sept 2nd

shamrock shows will have all personnel rides and concessions ready to operate first day no later than 5:30 pm on Friday august 29th and shall cease operations promptly at 10:00 on each night.

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

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

Todd Venning
City Manager/CEO

CITY OF NEWBURGH

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

Todd Venning (CFO)
Director of Finance

Robert VanVlack
City Purchasing Agent

Solicitation #8.25 Request for Proposal (RFP)

CARNIVAL RIDES, CONCESSIONS AND AMUSEMENTS for the 36TH ANNUAL INTERNATIONAL FESTIVAL August 30 and 31, 2025

Schedule (Procurement Period)

Solicitation Release Date: Friday, June 20, 2025
Questions Due By: 4:00 p.m. Monday, June 30, 2025
Closing Date for Submission: Proposals will be received until 11:00 a.m. Friday, July 11, 2025

CONTENTS

1. NOTICE TO PROPOSERS 3
2. DAILY PROCEEDS, SECURITY DEPOSIT, AND UTILITIES 4
3. INDEPENDENT CONTRACTOR, USE OF SUBCONTRACTOR 5
4. ACCOUNTING/RECORDKEEPING, CITY INSPECTIONS 5
5. SCOPE OF WORK/SERVICES 5
6. PROPOSER QUALIFICATIONS 6
7. INSURANCE REQUIREMENTS 7
8. QUESTIONS 7
9. SUBMISSION REQUIREMENTS FOR PROPOSALS 7
10. PROPOSAL OPENING 8
11. EVALUATION CRITERIA 8
12. AWARD AND CONTRACT 9
13. TERMS AND CONDITIONS 10
14. ATTACHMENTS 10
15. SUBMITTAL FORM A – PROPOSED PERCENTAGE (%) OF DAILY PROCEEDS FORM 11
16. SUBMITTAL FORM B – COMPANY INFORMATION 12
17. SUBMITTAL FORM C - BIDDER ACKNOWLEDGEMENT FORM 13
18. SUBMITTAL FORM D – NON-COLLUSION 14
19. SUBMITTAL FORM E – CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT 15
20. ATTACHMENT I (REFERENCE ONLY) – CONTRACT 16

1. NOTICE TO PROPOSERS

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

The 2025 festival runs for two (2) consecutive days: Saturday, August 30, 2025 through Sunday, August 31, 2025.

Saturday, August 30, 2025 – 4:00 p.m. to 10 p.m.
Sunday, August 31, 2025 – 4:00 p.m. to 10 p.m.

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

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

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

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

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

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

E. Questions pertaining to the solicitation must be submitted by: 4:00 p.m. Monday, June 30, 2025.

Questions must be submitted through the solicitation at https://www.bidnetdirect.com/new-york/city-of-newburgh.

All questions will be answered on https://www.bidnetdirect.com/new-york/city-of-newburgh.

F. Sealed proposals (Submission Closing) must be received by: 11:00 a.m. Friday, July 11, 2025.

Sealed proposals are to be mailed or delivered to: Robert Van Vlack, City Purchasing Agent, Office of the Comptroller – 4th Floor, City Hall, 83 Broadway, Newburgh, NY 12550.

Responses missing the deadline will not be considered.

G. The non-public proposal opening will be Friday, July 11, 2025 at 11:15 a.m.

The opening will be held at City Hall, Comptroller Office, 83 Broadway, Newburgh, NY.

H. The evaluation criteria leading to the award will be based on received data and information contained in Submittal Forms A and B. Evaluation Criteria is outlined further in Section 11.

I. The City reserves the right to reject any and/or all proposals.

J. Justice, Equity, Diversity, and Inclusion are core values to the City of Newburgh, where there is a strong commitment to establishing and maintaining an environment free of discrimination. These values are promoted through the daily practice of professionalism, respect, acceptance and understanding. As such, City residents along with women, minorities, individuals with disabilities, members of the LGBTQ community, and veterans are encouraged to apply. Minority and Women-owned Business Enterprises ("MBW/WBE"), small and disadvantaged businesses are encouraged to apply.

2. DAILY PROCEEDS, SECURITY DEPOSIT, AND UTILITIES

A. The successful Ride Company shall pay the City of Newburgh a set percentage of their entire proceeds over the total and complete duration of the Festival. The Ride Company must submit the completed Proposed Percentage (%) of Daily Proceeds Form (Submittal Form A).

The successful Ride Company must provide a written accounting of the daily proceeds to the designated City of Newburgh representative at the conclusion of festival operations each and every evening.

The successful Ride Company shall pay the City of Newburgh at the end of each festival evening the amount due to the City based on the accounting of proceeds and on the percentage proposed and awarded there from.

B. A security deposit of $1,500.00 is required to be paid by successful Ride Company.

The vendor must provide either: (1) a surety bond; or (2) a cash deposit, in the amount of $1,500.00, to assure the adequate cleanup and restoration of City property back to its original condition prior to contract expiration or termination, reasonable wear and tear excepted. The City, in its sole discretion, reserves the right to determine whether City property has been adequately restored. A refund may be made after City evaluation.

C. The Ride Company must provide for the operation of all the carnival rides, concessions, and amusements supplying their own source of power, electricity, and all water (including potable water).

3. INDEPENDENT CONTRACTOR, USE OF SUBCONTRACTOR

A. The Ride Company will be an independent contractor and not an employee of the City.

B. Subcontractors must be approved by the City. The proposer must detail any sub-contractor use in their submitted proposals.

4. ACCOUNTING/RECORDKEEPING, CITY INSPECTIONS

A. The successful Ride Company shall keep accounts and records of all operations according to good accounting practices.

B. The successful Ride Company must provide a written accounting of the daily proceeds to the designated City of Newburgh representative at the conclusion of festival operations each and every evening.

C. The successful Ride Company shall pay the City of Newburgh at the end of each festival evening the amount due to the City based on the accounting of proceeds and on the percentage proposed and awarded there from.

D. The City has the right to inspect operations at any time and for whatever reason.

5. SCOPE OF WORK/SERVICES

A. The successful Ride Company can begin setting up at the Newburgh Recreation designated field, no earlier than Wednesday, August 27, 2025 at 12:00 P.M. The successful Ride Company must have all equipment removed from the said location no later than 12:00 P.M. on Tuesday, September 2, 2025.

B. Hours of Festival Operations. The successful Ride Company must have all personnel, rides, concessions, and amusements ready to operate on each day Saturday, August 30, and Sunday August 31, 2025 no later than 4:00 P.M. (Eastern Time) and shall cease operations promptly at 10:00 p.m. on each night.

C. The Ride Company shall provide carnival rides, concessions, and amusements with their own source of power, electricity, and all water (including potable water).

The Ride Company must provide the City of Newburgh with proof of purchased and/or rental of water source.

D. The Ride Company shall be responsible for maintenance and cleanliness of the area including immediate ride, concession, and amusement areas at all times, including the area after tear-down.

E. The Ride Company shall cease operations at the end of Festival on Sunday August 31, 2025 promptly at 10:00 P.M., unless otherwise directed by a City of Newburgh official or designated representative.

F. Tear-Down and all removal, including complete cleanup, must be done by 12:00 P.M. on Tuesday, September 2, 2025.

G. All food related oil and equipment oil and grease must be removed by the Ride Company at no cost to the City of Newburgh.

H. The Ride Company shall provide a set number of advertising posters at no cost to the City which shall be distributed by the City of Newburgh.

I. The Ride Company shall propose the set number of posters in said Proposal.

J. The Ride Company must supply tickets at no cost to the City of Newburgh.

K. The Ride Company shall be fully responsible for providing all personnel.

L. The Ride Company shall provide carnival rides, concessions, and amusements at no cost to the City of Newburgh.

M. The Ride Company will provide a high quality of customer service at all times.

6. PROPOSER QUALIFICATIONS

A. The following shall be considered the minimum requirements to qualify for submitting a proposal:

- Be an established business, registered to do business in the State of New York.
- Provide an overall plan, detailing the number and types of Rides, Amusements, and Concessions.
- Maintain direct employment of experienced and trained personnel for the services provided.
- Have two (2) consecutive years' experience as an owner and operator of a carnival ride, concession and food service, and amusement business.
- Must be doing business with or have done business within the past 2 years with at least one (1) other municipality or government entity. Provide references.

- Vendor shall keep accounts and records of all operations according to good accounting practices.

B. Vendor must have filed all necessary applications with and received all necessary licenses and permits for operation from the Orange County and the City of Newburgh prior to opening and must keep all such licenses active and in good standing for the duration of any operation.

7. INSURANCE REQUIREMENTS

A. Vendor must provide proof of required insurances as outlined in the City's contract for services.

B. Vendor shall be required to obtain, at vendor's sole cost and expense, the types and amounts determined by the City in its sole discretion, including but not limited to those set forth in the City's Goods and Services Contract.

C. Vendor shall submit the certificates of insurance from the insurer showing that the selected vendor has insurance in the required types and amounts.

8. QUESTIONS

A. All questions must be submitted through the solicitation at https://www.bidnetdirect.com/new-york/city-of-newburgh.

B. Questions, pertaining to the solicitation, must be received by: 4:00 p.m. June 30, 2025.

C. All questions will be answered on https://www.bidnetdirect.com/new-york/city-of-newburgh.

D. Any impermissible contact with any other City officer or employee regarding the RFP during the procurement period shall result in the rejection of any such Vendor's proposal. Proposers shall communicate in writing only.
The procurement period is between the solicitation release and the closing date for submission.

9. SUBMISSION REQUIREMENTS FOR PROPOSALS

A. The requirements listed below must be included in submission for a proposer to be considered responsive.

B. Bid package must contain all original documents and one digital copy (flash drive)

Submit a sealed proposal mailed or delivered to: Robert Van Vlack, City Purchasing Agent, Office of the Comptroller – 4th Floor, City Hall, 83 Broadway, Newburgh, NY 12550. All proposals must be clearly marked as "#8.25 –"INTERNATIONAL FESTIVAL CARNIVAL".
SUBMITTAL FORM A – PROPOSED PERCENTAGE (%) OF DAILY PROCEEDS FORM (SIGNED)
SUBMITTAL FORM B – COMPANY INFORMATION (SIGNED)
SUBMITTAL FORM C - BIDDER ACKNOWLEDGEMENT FORM (SIGNED)
SUBMITTAL FORM D - NON-COLLUSION BIDDING AFFIDAVIT (SIGNED AND NOTARIZED)
SUBMITTAL FORM E - CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT (SIGNED AND NOTARIZED)
Company W-9

C. Deadline for submission is Friday, July 11, 2025 by 11:00 a.m.

D. All proposals are to be submitted sealed.

E. Send or hand-deliver sealed proposals to:
City of Newburgh
City Hall, Office of the Comptroller 4th Floor
Attn: Robert Van Vlack, City Purchasing Agent
83 Broadway
Newburgh, New York 12550

F. The City will accept all sealed proposals that either are received by in-person delivery or mailed. No electronic submissions.

G. All received proposals will be initialed, dated, and time recorded by the City Comptroller or its designee. The date and time will be recorded from an office computer or mobile (cell) phone.

H. Responses missing the deadline will not be considered.

I. A proposal may not be modified, withdrawn, or canceled for a period of forty-five (45) days after the date of the proposal opening; thereafter, a proposer may withdraw his proposal only by written notice of withdrawal submitted in advance of the proposal award.

10. PROPOSAL OPENING

A. A Non-Public Bid Opening will be held on: Friday, July 11, 2025 at 11:15 a.m.

B. It will be held at City Hall, 4th Floor (Comptroller Office), 83 Broadway, Newburgh, NY.

11. EVALUATION CRITERIA

A. All proposals will be scored by the following criteria:

Evaluation Criteria		
Criteria	Details	Weight
Company Information	**Submittal Form B** Provide an overall plan, detailing the number and types of Rides, Amusements, and Concessions. The Proposer's experience and qualifications demonstrating the ability to fulfill the requirements of the proposal, technical ability, knowledge of laws and regulations as they apply to the services to be provided, references, and other factors, which the City may consider relevant.	50
Percentage (%) of daily proceeds	**Submittal Form A** Highest Bid Percentage will receive 25 points. Lower bids will be calculated by: Bid/Highest Bid = Result Result X 25 = Score	50
Total		100

B. A selected team of City employees will review and score all proposals based on the evaluation criteria.

The City will award the contract to the highest scoring, responsive and responsible proposer.

12. AWARD AND CONTRACT

A. An Award Letter will be issued to selected proposer.

B. The successful Ride Company must agree to the terms set forth in the City of Newburgh Goods and Services Contract ("Contract"), attached to this Solicitation for reference, on substantially the same terms and conditions as provided therein.

C. The Contract referenced is subject to approval by the City Council of the City of Newburgh.

D. The contract award will be for 2025, with two (2) one-year extensions, upon mutual consent of the parties.

13. TERMS AND CONDITIONS

A. The City may, at its option, interview prospective proposer as part of this selection process. However, selection may take place without such interviews. Therefore, applicants are urged to present proposals that are as complete as possible upon initial submission.

B. The City may terminate the RFP process at any time for any reason.

C. The City reserves the right to reject any and/or all proposals.

D. The City has no obligation to discuss its reasons for selecting, accepting, or rejecting any proposals with the proposer or representatives of said proposer, but will entertain such requests.

E. The issuance of the RFP does not mandate the City to select a proposal and/or enter into any agreement. A submission does not constitute business terms under any eventual agreement.

F. This RFP does not in any way obligate the City to reimburse respondents for any costs associated with the preparation and submission of a proposal.

G. The City will award the Contract to the lowest scoring responsive and responsible proposer.

H. The Contract requires the approval of the Newburgh City Council.

14. ATTACHMENTS

A. Submittal Form A – PROPOSED PERCENTAGE (%) OF DAILY PROCEEDS FORM

B. Submittal Form B – COMPANY INFORMATION

C. Submittal Form C - BIDDER ACKNOWLEDGEMENT FORM

D. Submittal Form D - NON-COLLUSION BIDDING AFFIDAVIT

E. Submittal Form E - CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

F. Reference Document - CITY OF NEWBURGH GOODS AND SERVICES CONTRACT

15. SUBMITTAL FORM A – PROPOSED PERCENTAGE (%) OF DAILY PROCEEDS FORM

PROPOSED PERCENTAGE (%) OF DAILY PROCEEDS FORM
REQUEST FOR PROPOSALS RFP #8.25
OPERATION OF CARNIVAL RIDES, CONCESSIONS AND AMUSEMENTS
FOR THE 36th ANNUAL INTERNATIONAL FESTIVAL
CITY OF NEWBURGH, NEW YORK

I (We) hereby propose the percentage of daily proceeds for the operations of carnival rides, concessions and amusements for the City of Newburgh, New York as requested by the City in accordance with the RFP solicitation. By signing and submitting this Proposed Percentage (%) of Daily Proceeds for consideration by the City of Newburgh, I (We) acknowledge that I (We) have read, understand and agree to all aspects of the requirements of this RFP as presented without reservation or alteration.

PROPOSED PERCENTAGE (%) OF DAILY PROCEEDS _____

COMPANY NAME _____

COMPANY ADDRESS _____

PHONE NO. _____ EMAIL ADDRESS _____

SUBMITTED BY/DATE
_____

(SIGNATURE IN BLUE INK)

PRINT NAME / TITLE _____

16. SUBMITTAL FORM B – COMPANY INFORMATION

(IF NECESSARY, ATTACH DOCUMENTATION TO SUPPORT RESPONSE)

1. Is the company registered to do business in the State of New York?

2. Provide an overall plan, detailing the number and types of Rides, Amusements, and Concessions.

3. Provide information on management and staff experience and their training.

4. Have you had two (2) consecutive years' experience as an owner and operator of carnival rides, concessions and amusements business? How many years in business?

5. Provide references of experience performing this type of service for municipalities or government entities.

6. Describe your accounting/recordkeeping practices that will be in place for the collection of the daily proceeds.

Company: _____ Phone #_____ Email _____

Submitted By _____

Signature of Authorized Representative

Printed Name/Title/Date _____

17. SUBMITTAL FORM C - BIDDER ACKNOWLEDGEMENT FORM

The undersigned certified, to the best of his/her knowledge and belief, that the Contractor and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

- Have not within a three-year period preceding the proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification;

- Have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

- By signing and submitting this Form for consideration by the City of Newburgh, I (We) acknowledge that I (We) have read, understand and agree to all aspects of the requirements of this solicitation as presented without reservation or alteration.

Company: _____ Phone #_____ Email _____

Submitted By _____

Signature of Authorized Representative

Printed Name/Title/Date _____

Date _____

18. SUBMITTAL FORM D – NON-COLLUSION

NON-COLLUSION BIDDING AFFIDAVIT

CITY OF NEWBURGH

STATE of)
) SS:
County of)

I, _____ of the (Town, Village, City) of _____in the County of_____and the State of _____of full age, being duly sworn according to law on my oath depose and say that:

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

I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by_____.
(Name of Contractor)

Subscribed and sworn to: _____
(Signature of Affiant above in ***BLUE*** Ink*;* type or print name/title below)

Name:_____Title: _____

Before me this_____day

of_____, 20___

_____
Notary Public of

My commission expires: _____

AFFIX NOTARY SEAL OR STAMP IN THIS BOX

THIS AFFIDAVIT MUST BE COMPLETED BY ALL BIDDERS

19. SUBMITTAL FORM E – CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) §165-a and New York General Municipal Law §103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL §165-a (3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL §165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time of the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the City receive information that a Bidder/Contractor is in violation of the above-referenced certification, the City will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the City shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The City reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the

_____ of the _____ Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

_____
SIGNED

Sworn to before me this _____ Day of _____, 20__

_____
Notary Public

20. ATTACHMENT I (REFERENCE ONLY) – CONTRACT

CITY OF NEWBURGH
Goods and Services Contract

This contract ("Contract") is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the City of Newburgh, a municipal corporation, with an office address of 83 Broadway, Newburgh, New York 12550 ("City"), and [NAME], with an office address of [ADDRESS] ("Contractor").

WITNESSETH

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

WHEREAS, the City provided notification of the availability of the Solicitation in accordance with state and local requirements; and

WHEREAS, the Solicitation set forth the minimum administrative, technical, and cost requirements that a vendor needed to meet to be eligible for consideration to receive an award; and

WHEREAS, Contractor submitted a proposal in response to the Solicitation, and the same was reviewed through the procurement process; and

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

NOW THEREFORE, in consideration of the terms hereinafter mentioned and also the mutual covenants and obligations moving to each party hereto from the other, the Parties hereby agree as follows:

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

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1. APPENDICES AND ATTACHMENTS

1.1. The following appendices and attachments, attached hereto, are hereby expressly made a part of this Contract:

Schedule A – Solicitation #8.25, Sections 1 through 15

2. SCOPE OF SERVICES

2.1. Contractor shall render all services and deliverables and furnish all materials and equipment necessary to provide the City with services and deliverables more specifically described in **Schedule A** (hereafter "Services"), in a timely and professional manner, using the degree of care, skill, and diligence generally observed by other companies in the industry, and in accordance with the highest professional and industry standards relevant to the Services as reasonably anticipated based on the applicable Scope of Work.

2.2. Not applicable.

2.3. Contractor will perform all Services. Services shall not be performed by any other person, entity, agency, affiliate, or subcontractor unless approved by the City in writing. Contractor shall remain responsible for the performance of all of its obligations under this Contract, and for the performance by all third parties providing Services herein. Any Contract between Contractor and a permitted subcontractor must contain terms and provisions consistent with those contained in this Contract.

3. RATES AND FEES

3.1. Contractor shall pay the City a sum in accordance with Solicitation #8.25, Section 2(A) and Section 4.

3.2. Not applicable.

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

3.4. Not applicable.

3.5. Not applicable.

3.6. Not applicable.

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3.7. Not applicable.

3.8. Not applicable.

4. TERM

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

4.1.1. September 2, 2025 at 4 p.m.; or
4.1.2. The Contract is terminated in accordance with Section 9.

5. CONTRACTOR'S OBLIGATIONS

5.1. Contractor shall:

5.1.1. Apply such time, attention, and reasonable skill and care as may be necessary or appropriate for its proper performance and provision of the Services;

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

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

5.1.4. Comply with all reasonable directions regarding the Services communicated to it from time to time by the City;

5.1.5. Keep confidential materials that are in its possession or control safe and secure;

5.1.6. Deliver all Services by the dates set out in the applicable Scope of Work or any other delivery date(s) agreed by the Parties in writing.

5.2. If at any time Contractor becomes aware that it may not be able to perform or deliver the Services by any date set out in the applicable scope of work (or any other deadline agreed by the Parties in writing), Contractor will promptly notify the City and give details of the reasons for the delay. Unless the delay is caused by Force Majeure, Contractor's failure to perform the Services will represent a material breach of this Contract entitling the City to terminate this Contract and pursue its legal and equitable remedies if the breach.

6. CONFIDENTIAL INFORMATION

6.1. Any information provided by the City to Contractor shall be deemed confidential. Contractor shall not disclose any information to a third-party unless authorized by the City in writing.

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6.2. The obligations contained in this section shall survive the termination or expiration of any relationship between the parties into perpetuity.

7. WORK PRODUCT

7.1. Contractors must provide any written records in Word, Excel, PDF or another format acceptable to the City and be able to share documents with the City in electronic format via email or managed file transfer (for larger sized documents) in a manner acceptable to the City.

7.2. All records in any form (e.g. written, visual, audio, etc.) produced by the Contractor shall be property of the City. All records produced by the Contractor for the City, or on behalf of the City, shall not be used for any purpose without the City's written consent. At the conclusion of any engagement, either as a result of termination or the natural conclusion of the engagement, all records shall be turned over to the City within 60 days, or as may be extended in writing by the City.

7.3. All information collected or otherwise obtained by the Contractor, the Contractor's staff and all subcontractors in performance under the Contract is proprietary and may not be disclosed to any party other than the City without the City's express written consent.

7.4. The obligations contained in this section shall survive the termination or expiration of any relationship between the parties into perpetuity.

7.5. Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years from the date of creation or three (3) years after final payment is remitted by the City, whichever is later. Any authorized representatives of the City, New York State, or Federal Government shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for inspection, auditing, and copying.

7.6. The City reserves the right to use any work product prepared under this Contract regardless of whether the Contract is terminated or the project is suspended or abandoned. This right allows the City to use these documents in the future for the same project, a modified version of it, or for one that is similar.

8. KEY INDIVIDUALS AND ASSOCIATES

8.1. Should Contractor fail to provide at least the staffing mutually agreed upon by the City and Contractor during the term of the Contract, the City will have the right, in addition to any other right set forth herein, to prospectively renegotiate fees in light of any staffing deficiency.

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8.2. Contractor may allocate suitable associates with appropriate levels of experience and seniority to provide the Services. The composition of Contractor's team assigned to the City and the allocation of their work time will comply with the specifications set forth in the relevant scopes of work.

8.3. Contractor will appoint specifically named key individuals to be actively involved in the provision of the Services. Should any key individual leave Contractor's employment or cease to be involved in the provision of Services for any reason Contractor will consult the City and, subject to the City's written approval, appoint a suitable replacement. Any such change in the key individuals will occur with full and timely transfer of know-how at Contractor's sole expense.

9. TERMINATION

9.1. The City may terminate this Contract or suspend or abandon Services upon fourteen (14) days written notice to the Contractor. Contractor may terminate this Contract only if the City substantially fails to perform in accordance with Section 3 of this Contract regarding payment for Services. Prior to Contractor terminating this Contract, a Notice of Termination must be given in writing and in accordance with the notice provision in Section 10 (Miscellaneous Provisions), below, to the City that allows the City fourteen (14) days to correct any default. If the default is corrected/cured, Contractor may not terminate this Contract.

9.2. In the event the City terminates this Contract, suspends Services more than 180 days, abandons Services, or the Contractor terminates this Contract, the City shall pay to the Contractor full payment for Services performed and expenses incurred under this Contract as follows:

9.2.1. The sum due under Section 3 (Compensation) as shall have become payable because of progress in the work plus a pro-rata portion of the next succeeding and uncompleted step, if any, for services actually rendered by Contractor.

9.2.2. In ascertaining the services actually rendered up to the date of termination of this Contract, or suspension or abandonment Services, consideration will be given by the City to completed work and work in process.

9.3. The City may immediately cancel this Contract on notice to Contractor if the City receives information that any work under this Contract conflicts with the provisions of any applicable law establishing a Code of Ethics for Federal, State or City officers and employees.

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10. INSURANCE AND RISK MANAGEMENT

10.1. The parties agree that Contractor, its agents, officers, and employees, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of the City.

10.2. Contractor agrees to hold harmless, defend, and indemnify the City, and the officers, agents, and employees of the City from all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith, resulting from or in any manner arising out of or in connection with any negligent act or omission or willful misconduct on the part of the Contractor, its officers, agents, and employees, in the performance of this Contract. This provision shall survive the expiration or termination of this Contract.

10.3. Contractor shall not commence work until the City has received evidence of the insurance policies and/or coverages required in this section and approved the same.

10.4. Contractor shall obtain the following policies and coverages. The insurance furnished by the Contractor under this section shall provide coverage in amounts not less than the following unless a different amount is stated herein:

10.4.1. Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, shall cover work done or to be done by or on behalf of the Contractor and shall provide insurance coverage for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work.

The minimum liability limits shall be as follows:

$2,000,000	General Aggregate
$1,000,000	Each Claim - combined single limit for bodily injury and property damage.

10.4.2. Workers' Compensation Insurance, shall include Employer Liability limits of $1,000,000 and other limits required under New York law.

10.4.3. Products liability insurance in the amount of $1,000,000 in the general aggregate.

10.4.4. Warranty and Indemnity Insurance (or Representations and Warranties Insurance) in the amount of $1,000,000 in the general aggregate.

10.5. Insurers shall be authorized in the State of New York to transact insurance and shall hold a current A.M. Best's rating of no less than A: VII or carrier acceptable to the City.

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10.6. Contractor shall submit to the City certificates of insurance and endorsements to the policies of insurance required by the Contract as evidence of the insurance coverage.

10.7. The scope of coverage and deductible shall be shown on the certificate of insurance.

10.8. The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to the City, and without ten (10) days' notice for non-payment of premium.

10.9. Renewal certifications shall be timely filed by the Contractor for coverage until the work is accepted as complete.

10.10. Contractor shall notify the City in writing of any material change in insurance coverage.

10.11. Insurance policies shall contain, or be endorsed to contain, the following provisions and/or endorsements:

10.11.1. For the general and automobile liability policies, the City of Newburgh, its officers, employees, representatives, volunteers, and agents shall be covered as additional insureds.

10.11.2. For claims related to the work, Contractor's insurance coverage shall be primary insurance as respects the City of Newburgh, their officers, employees, representatives, volunteers, and agents. Insurance or self-insurance maintained by the City, their officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor's insurance and shall not contribute with it.

10.11.3. Each insurance policy required by this section shall state that coverage shall not be canceled, except after thirty (30) days prior written notice by mail, return receipt requested, has been given to the City, ten (10) days' notice for non-payment of premium.

10.11.4. The City, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

10.12. Any deductible under any policy of insurance required in this section shall be the Contractor's liability.

10.13. Acceptance of certificates of insurance by the City shall not limit the Contractor's liability under the Contract.

10.14. If the City is damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay the City for such damages.

DRAFT

10.15. Contractor's obligations to obtain and maintain required insurance are non-delegable duties under this Contract.

10.16. Contractor's insurances shall be primary in any suit by a third-party that names both the City and Contractor as defendants to an action.

10.17. Contractor waives and releases the City from any and all claims and liability or responsibility with respect to any losses covered by Contractor's insurance, including losses arising out of the inability to conduct business. Contractor agrees that its insurance companies shall have no right of subrogation against the City on account of this release.

11. MISCELLANEOUS

11.1. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the City by reason hereof, and that it will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

11.2. Contractor agrees to comply with all applicable Federal, State and City Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, Contractor agrees that neither it nor its sub-Contractors shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract.

11.3. Contractor certifies compliance with providing a drug-free workplace.

11.4. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

DRAFT

11.5. Contractor warrants that no officer or employee of the City of Newburgh has received, or shall receive, compensation from the Contractor or subcontractors for work performed in the execution of this Contract, or for any architectural or engineering services, public or private, performed for the Contractor or its subcontractors.

11.6. This Contract shall be binding on, and inure to the benefit of, the successors and permitted assigns of the parties.

11.7. Contractor may not assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title or interest therein, or its power to execute such Contract, to any other person, company or corporation, without written consent of the City. If this provision is violated, the City may revoke and annul the Contract and the City shall be relieved from all liability and obligations thereunder to the person, company or corporation to whom the Contractor shall purport to assign, transfer, convey, sublet or otherwise dispose of the Contract without such consent in writing of the City.

11.8. Notice for either party may be served by delivering it in writing via any form of United States Postal Service that contains a tracking number, or by Federal Express, or by United Parcel Service, to the respective party and address as shown on the Contract page.

11.8.1. Notice served upon the City shall be delivered to:

City of Newburgh
attn.: City Manager
83 Broadway
Newburgh, New York 12550

with copy to:

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

11.8.2. Notice served upon Contractor shall be delivered to:

[NAME]
[ADDRESS]
[ADDRESS]

11.9. In the event of any claims made or any actions brought against the City in connection with the Contract, Contractor agrees to provide all information and assistance in the City's opinion that is reasonably necessary to defend such Claim.

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11.10. The State courts located in New York State, County of Orange, shall have exclusive jurisdiction to adjudicate any disputes arising out of or relating to, this Contract. Each party hereto consents to the jurisdiction of such court and waives any right it may otherwise have to challenge the appropriateness of the forum for any reason. Arbitration shall not be used to resolve any claims, controversies, or disputes between the parties.

11.11. This Contract shall be governed and construed in accordance with the laws of the State of New York, without giving effect to any conflict of laws principles that may apply.

11.12. This Contract constitutes the entire Contract between the parties with respect to the subject matter hereof and supersedes all other prior Contracts and understandings, both written and oral, between the parties with respect to the subject matter hereof. Any changes to this Contract may be amended by mutual consent of the parties hereto in writing.

11.13. This Contract may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

11.14. In the event that any provision of this Contract is held to be unenforceable under applicable law, this Contract will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

12. CERTIFICATION FOR FEDERAL OR STATE AID CONTRACTS (IF APPLICABLE)

12.1. Should this Contract, or any portion thereof, be funded with federal or state aid, Contractor certifies, by signing this Contract, to the best of its knowledge and belief, that:

12.1.1. No federal or state appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal or state agency, an elected member of federal or state government, an officer or employee of an elected member of federal or state government, in connection with the award of any federal or state contract, the making of any federal or state grant, the making of any federal or state loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.

12.1.2. If any funds other than federal or state appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal or state agency, an elected member of federal or state government, an officer or employee of an elected member of federal or state government in connection with this contract, the undersigned shall complete and submit a "Disclosure Form to Report Lobbying," in accordance with its instructions.

12.1.3. The signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership):

12.1.3.1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal or state agency;

12.1.3.2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal or state agency within the past three years;

12.1.3.3. Does not have a proposed debarment pending; and

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
[Signature and Acknowledgment Pages to Follow]

DRAFT

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

DATED: _____, 2025 CITY OF NEWBURGH

By: _____
Name: Todd Venning
Title: City Manager

DATED: _____, 2025 [NAME]

By: _____
Name:
Title:

DRAFT

Acknowledgment Page
Contract for Carnival Rides, Concessions, and Amusements – 2025 International Festival
City of Newburgh with [NAME]

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

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

_____
NOTARY PUBLIC

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

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

_____
NOTARY PUBLIC

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[Schedules to Follow]

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SCHEDULE A – Solicitation #8.25, Sections 1 through 15

DRAFT

Todd Venning
City Manager/CEO

CITY OF NEWBURGH

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

Todd Venning (CFO)
Director of Finance

Robert VanVlack
City Purchasing Agent

Solicitation #8.25 Request for Proposal (RFP)

CARNIVAL RIDES, CONCESSIONS AND AMUSEMENTS for the 36TH ANNUAL INTERNATIONAL FESTIVAL

Addendum #1

Action: Solicitation reopening.

New closing date is Wednesday, July 23, 2025 at 11:00 a.m.

Reason: Festival will be extended to three days.

Festival days are now: Friday August 29th, Saturday August 30th and Sunday August 31st 2025.

Robert Van Vlack

#8.25 - International Festival carnival

RVV
1/23/2025
9:40 A.M.

15. SUBMITTAL FORM A – PROPOSED PERCENTAGE (%) OF DAILY PROCEEDS FORM

PROPOSED PERCENTAGE (%) OF DAILY PROCEEDS FORM
REQUEST FOR PROPOSALS RFP #8.25
OPERATION OF CARNIVAL RIDES, CONCESSIONS AND AMUSEMENTS
FOR THE 36th ANNUAL INTERNATIONAL FESTIVAL
CITY OF NEWBURGH, NEW YORK

I (We) hereby propose the percentage of daily proceeds for the operations of carnival rides, concessions and amusements for the City of Newburgh, New York as requested by the City in accordance with the RFP solicitation. By signing and submitting this Proposed Percentage (%) of Daily Proceeds for consideration by the City of Newburgh, I (We) acknowledge that I (We) have read, understand and agree to all aspects of the requirements of this RFP as presented without reservation or alteration.

PROPOSED PERCENTAGE (%) OF DAILY PROCEEDS 30%

COMPANY NAME Shamrock Shows inc.

COMPANY ADDRESS 338 Willow Tree Rd Milton NY 12547

PHONE NO. 845-541-0759 EMAIL ADDRESS ShamrockShows@gmail.com

SUBMITTED BY/DATE C. O'Keeffe 7/22/25

(SIGNATURE IN BLUE INK)

PRINT NAME / TITLE COLIN O'KEEFFE PRESIDENT

16. SUBMITTAL FORM B – COMPANY INFORMATION

(IF NECESSARY, ATTACH DOCUMENTATION TO SUPPORT RESPONSE)

1. Is the company registered to do business in the State of New York?

   YES

2. Provide an overall plan, detailing the number and types of Rides, Amusements, and Concessions.

   12-14 rides ranging from kiddie to adult, 4-6 games of skill,3 concession trailers selling cotton candy funnel cakes lemonade

3. Provide information on management and staff experience and their training.

   All staff is background checked seasoned employees trained in safety protocols

4. Have you had two (2) consecutive years' experience as an owner and operator of carnival rides, concessions and amusements business? How many years in business?

   35 years

5. Provide references of experience performing this type of service for municipalities or government entities.

   We have been operating the csrnival for the newburgh international festival for 10 plus years

6. Describe your accounting/recordkeeping practices that will be in place for the collection of the daily proceeds.

   All ticket numbers are recorded prior to operating each day city representatives can be present and record as well. At the end of each evening the numbers will record the amount of money brought in and the percentage split will come from that each night.

Company: Shamrock Shows inc Phone # 845-541-0759 Email shamrockshows@gmail.com

Submitted By Colin O'Keeffe
Signature of Authorized Representative

Printed Name/Title/Date Colin O'Keeffe CEO July 22nd 2025

17. SUBMITTAL FORM C - BIDDER ACKNOWLEDGEMENT FORM

The undersigned certified, to the best of his/her knowledge and belief, that the Contractor and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

- Have not within a three-year period preceding the proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification;

- Have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

- By signing and submitting this Form for consideration by the City of Newburgh, I (We) acknowledge that I (We) have read, understand and agree to all aspects of the requirements of this solicitation as presented without reservation or alteration.

Company: Shamrock Shows Inc. Phone # 845-541-0759 Email shamrockshows@gmail.com

Submitted By _____
Signature of Authorized Representative

Printed Name/Title/Date Colin OKeeffe CEO July 22nd 2025

Date 7/22/25

18. SUBMITTAL FORM D – NON-COLLUSION

NON-COLLUSION BIDDING AFFIDAVIT

CITY OF NEWBURGH

STATE of New York)
) SS:
County of Orange)

I, Colin O'Keeffe of the (Town, Village, City) of Milton in the County of Ulster and the State of New York of full age, being duly sworn according to law on my oath depose and say that:

I am Colin O'Keeffe, an officer of the firm of Shamrock Shows Inc. the bidder making the Proposal for the above named Work, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or independently, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the City of Newburgh, NY as Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by Shamrock Shows Inc.
(Name of Contractor)

Subscribed and sworn to: C. O'Keeffe
(Signature of Affiant above in ***BLUE*** Ink; type or print name/title below)

Name: Colin O'Keeffe Title: President

Before me this 22 day
of July, 20 25
Jeselyn Maldonado
Notary Public of New York
My commission expires: Dec. 13, 2027

AFFIX NOTARY SEAL OR STAMP IN THIS BOX

JESELYN MALDONADO
Notary Public - State of New York
No. 01MA0018648
Qualified in Ulster County
My Commission Expires Dec. 13, 2027

THIS AFFIDAVIT MUST BE COMPLETED BY ALL BIDDERS

19. SUBMITTAL FORM E – CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) §165-a and New York General Municipal Law §103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL §165-a (3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL §165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time of the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the City receive information that a Bidder/Contractor is in violation of the above-referenced certification, the City will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the City shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The City reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, Colin Okeeffe, being duly sworn, deposes and says that he/she is the

CEO of the Shamrock Shows Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

C. O'Keeffe

SIGNED

Sworn to before me this 22 Day of July, 2025

Jeselyn Maldonado

Notary Public

JESELYN MALDONADO
Notary Public - State of New York
No. 01MA0018648
Qualified in Ulster County
My Commission Expires Dec. 13, 2027

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Shamrock Shows inc

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see Instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See Instructions.
338 willow tree rd

Requester's name and address (optional)

6 City, state, and ZIP code
milton NY 12547

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
8 6 - 3 6 2 1 1 4 1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** [signature] **Date** 07/22/2025

General Instructions

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

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

What's New

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

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

Purpose of Form

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

SHAMROCK SHOWS, INC.

338 Willow Tree Rd. • Milton, NY 12547
Phone:845-795-1263 • Fax:845-795-2345

Shamrock Shows INC. will bring 12-14 rides and 2-4 games and 3 concession trailers during the 2025 international festival.

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

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

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

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

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

Shamrock shows will provide tickets at no cost to the city

Shamrock shows will be fully responsible to provide personnel

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

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

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

Shamrock shows will set up no earlier than Tuesday august 26TH at 12:00 pm shamrock will have all rides removed from location no later than 12:00 pm on Tuesday sept 2nd

shamrock shows will have all personnel rides and concessions ready to operate first day no later than 5:30 pm on Friday august 29th and shall cease operations promptly at 10:00 on each night.

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

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

RESOLUTION NO.: _____ - 2025

OF

AUGUST 11, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE A CONTRACT WITH STARFIRE CORPORATION TO PROVIDE A FIREWORKS DISPLAY AT THE CITY OF NEWBURGH ANNUAL INTERNATIONAL FESTIVAL FOR THE AMOUNT OF $16,000.00

WHEREAS, the City of Newburgh issued a bid for a fireworks display for the City of Newburgh's Annual International Festival; and

WHEREAS, the City of Newburgh duly received and opened two (2) proposals; and

WHEREAS, Starfire Corporation submitted a bid to provide a fireworks display on August 31, 2025 with a rain date of September 1, 2025 for the 2025 International Festival at a cost of $16,000.00; and

WHEREAS, Starfire Corporation was the lowest responsible and responsive bidder; and

WHEREAS, funding for the International Festival fireworks display shall be derived from the 2025 Budget – A.7550.0400.0004.0000 - Celebration- International Festival; and

WHEREAS, this Council has determined that accepting the proposal of Starfire Corporation is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to accept a proposal and execute a contract, in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, with Starfire Corporation for a fireworks display for the 2025 City of Newburgh International Festival on August 31, 2025 with a rain date of September 1, 2025, at a cost of $16,000.00.

CITY OF NEWBURGH
Goods and Services Contract

This contract ("Contract") is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the City of Newburgh, a municipal corporation, with an office address of 83 Broadway, Newburgh, New York 12550 ("City"), and Starfire Corporation, with an office address of 566 Theater Road, P.O. Box 179, St. Benedict, Pennsylvania 15773 ("Contractor").

WITNESSETH

WHEREAS, the City issued Solicitation #10.25 (the "Solicitation") seeking proposals from qualified and experienced proposers with the capability of providing a fireworks display for the City of Newburgh's 36th annual International Festival as further set forth in the Solicitation; and

WHEREAS, the City provided notification of the availability of the Solicitation in accordance with state and local requirements; and

WHEREAS, the Solicitation set forth the minimum administrative, technical, and cost requirements that a vendor needed to meet to be eligible for consideration to receive an award; and

WHEREAS, Contractor submitted a proposal in response to the Solicitation, and the same was reviewed through the procurement process; and

WHEREAS, the City evaluated Contractor's proposal and determined that the Contractor's proposal was the lowest responsible and responsive bid set forth in the Solicitation; and

NOW THEREFORE, in consideration of the terms hereinafter mentioned and also the mutual covenants and obligations moving to each party hereto from the other, the Parties hereby agree as follows:

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

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1. APPENDICES AND ATTACHMENTS

1.1. The following appendices and attachments, attached hereto, are hereby expressly made a part of this Contract:

Schedule A – Solicitation #10.25, Sections 1 through 11
Schedule B – Bid Pricing

2. SCOPE OF SERVICES

2.1. Contractor shall render all services and deliverables and furnish all materials and equipment necessary to provide the City with services and deliverables more specifically described in **Schedule A** (hereafter "Services"), in a timely and professional manner, using the degree of care, skill, and diligence generally observed by other companies in the industry, and in accordance with the highest professional and industry standards relevant to the Services as reasonably anticipated based on the applicable Scope of Work.

2.2. Not applicable.

2.3. Contractor will perform all Services. Services shall not be performed by any other person, entity, agency, affiliate, or subcontractor unless approved by the City in writing. Contractor shall remain responsible for the performance of all of its obligations under this Contract, and for the performance by all third parties providing Services herein. Any Contract between Contractor and a permitted subcontractor must contain terms and provisions consistent with those contained in this Contract.

3. RATES AND FEES

3.1. Contractor shall invoice the City in accordance with the price listed in **Schedule B** within 30 days of completion of the event. The City shall pay Contractor a lump sum for event performance within 30 days after receipt of Contractor's invoice.

3.2. In accordance with Section 4, should the City and Contractor mutually agree to exercise the first or second renewal year options, the fee for the applicable renewal year shall be the fee as stated in the Contractor's bid. Should the Contractor's bid fail to state a fee for the first or second renewal year options, the fee for each year shall be the same as the first year fee.

3.3. Not applicable.

3.4. Not applicable.

3.5. Not applicable.

3.6. Not applicable.

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3.7. Not applicable.
3.8. Not applicable.

4. TERM

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

4.1.1. September 1, 2025;

4.1.2. September 8, 2026, if the parties agree to exercise the first renewal year option;

4.1.3. September 7, 2027, if the parties agree to exercise the second renewal year option;

4.1.4. The Contract is terminated in accordance with Section 9.

4.2. Contractor shall provide written notice of its intent to exercise a renewal year option by February 1 of the given renewal year to the City.

5. CONTRACTOR'S OBLIGATIONS

5.1. Contractor shall:

5.1.1. Apply such time, attention, and reasonable skill and care as may be necessary or appropriate for its proper performance and provision of the Services;

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

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

5.1.4. Comply with all reasonable directions regarding the Services communicated to it from time to time by the City;

5.1.5. Keep confidential materials that are in its possession or control safe and secure;

5.1.6. Deliver all Services by the dates set out in the applicable Scope of Work or any other delivery date(s) agreed by the Parties in writing.

5.2. If at any time Contractor becomes aware that it may not be able to perform or deliver the Services by any date set out in the applicable scope of work (or any other deadline agreed by the Parties in writing), Contractor will promptly notify the City and give details of the reasons for the delay. Unless the delay is caused by Force Majeure, Contractor's failure to perform the Services will represent a material breach of this Contract entitling the City to terminate this Contract and pursue its legal and equitable remedies if the breach.

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6. CONFIDENTIAL INFORMATION

6.1. Any information provided by the City to Contractor shall be deemed confidential. Contractor shall not disclose any information to a third-party unless authorized by the City in writing.

6.2. The obligations contained in this section shall survive the termination or expiration of any relationship between the parties into perpetuity.

7. WORK PRODUCT

7.1. Contractors must provide any written records in Word, Excel, PDF or another format acceptable to the City and be able to share documents with the City in electronic format via email or managed file transfer (for larger sized documents) in a manner acceptable to the City.

7.2. All records in any form (e.g. written, visual, audio, etc.) produced by the Contractor shall be property of the City. All records produced by the Contractor for the City, or on behalf of the City, shall not be used for any purpose without the City's written consent. At the conclusion of any engagement, either as a result of termination or the natural conclusion of the engagement, all records shall be turned over to the City within 60 days, or as may be extended in writing by the City.

7.3. All information collected or otherwise obtained by the Contractor, the Contractor's staff and all subcontractors in performance under the Contract is proprietary and may not be disclosed to any party other than the City without the City's express written consent.

7.4. The obligations contained in this section shall survive the termination or expiration of any relationship between the parties into perpetuity.

7.5. Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years from the date of creation or three (3) years after final payment is remitted by the City, whichever is later. Any authorized representatives of the City, New York State, or Federal Government shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for inspection, auditing, and copying.

7.6. The City reserves the right to use any work product prepared under this Contract regardless of whether the Contract is terminated or the project is suspended or abandoned. This right allows the City to use these documents in the future for the same project, a modified version of it, or for one that is similar.

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8. KEY INDIVIDUALS AND ASSOCIATES

8.1. Should Contractor fail to provide at least the staffing mutually agreed upon by the City and Contractor during the term of the Contract, the City will have the right, in addition to any other right set forth herein, to prospectively renegotiate fees in light of any staffing deficiency.

8.2. Contractor may allocate suitable associates with appropriate levels of experience and seniority to provide the Services. The composition of Contractor's team assigned to the City and the allocation of their work time will comply with the specifications set forth in the relevant scopes of work.

8.3. Contractor will appoint specifically named key individuals to be actively involved in the provision of the Services. Should any key individual leave Contractor's employment or cease to be involved in the provision of Services for any reason Contractor will consult the City and, subject to the City's written approval, appoint a suitable replacement. Any such change in the key individuals will occur with full and timely transfer of know-how at Contractor's sole expense.

9. TERMINATION

9.1. The City may terminate this Contract or suspend or abandon Services upon fourteen (14) days written notice to the Contractor. Contractor may terminate this Contract only if the City substantially fails to perform in accordance with Section 3 of this Contract regarding payment for Services. Prior to Contractor terminating this Contract, a Notice of Termination must be given in writing and in accordance with the notice provision in Section 10 (Miscellaneous Provisions), below, to the City that allows the City fourteen (14) days to correct any default. If the default is corrected/cured, Contractor may not terminate this Contract.

9.2. In the event the City terminates this Contract, suspends Services more than 180 days, abandons Services, or the Contractor terminates this Contract, the City shall pay to the Contractor full payment for Services performed and expenses incurred under this Contract as follows:

9.2.1. The sum due under Section 3 (Compensation) as shall have become payable because of progress in the work plus a pro-rata portion of the next succeeding and uncompleted step, if any, for services actually rendered by Contractor.

9.2.2. In ascertaining the services actually rendered up to the date of termination of this Contract, or suspension or abandonment Services, consideration will be given by the City to completed work and work in process.

9.3. The City may immediately cancel this Contract on notice to Contractor if the City receives information that any work under this Contract conflicts with the provisions of

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any applicable law establishing a Code of Ethics for Federal, State or City officers and employees.

10. INSURANCE AND RISK MANAGEMENT

10.1. The parties agree that Contractor, its agents, officers, and employees, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of the City.

10.2. Contractor agrees to hold harmless, defend, and indemnify the City, and the officers, agents, and employees of the City from all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith, resulting from or in any manner arising out of or in connection with any negligent act or omission or willful misconduct on the part of the Contractor, its officers, agents, and employees, in the performance of this Contract. This provision shall survive the expiration or termination of this Contract.

10.3. Contractor shall not commence work until the City has received evidence of the insurance policies and/or coverages required in this section and approved the same.

10.4. Contractor shall obtain the following policies and coverages. The insurance furnished by the Contractor under this section shall provide coverage in amounts not less than the following unless a different amount is stated herein:

10.4.1. Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, shall cover work done or to be done by or on behalf of the Contractor and shall provide insurance coverage for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work.

The minimum liability limits shall be as follows:

$2,000,000	General Aggregate
$1,000,000	Each Claim - combined single limit for bodily injury and property damage.

10.4.2. Workers' Compensation Insurance, shall include Employer Liability limits of $1,000,000 and other limits required under New York law.

10.4.3. Products liability insurance in the amount of $1,000,000 in the general aggregate.

10.4.4. Warranty and Indemnity Insurance (or Representations and Warranties Insurance) in the amount of $1,000,000 in the general aggregate.

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10.5. Insurers shall be authorized in the State of New York to transact insurance and shall hold a current A.M. Best's rating of no less than A: VII or carrier acceptable to the City.

10.6. Contractor shall submit to the City certificates of insurance and endorsements to the policies of insurance required by the Contract as evidence of the insurance coverage.

10.7. The scope of coverage and deductible shall be shown on the certificate of insurance.

10.8. The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to the City, and without ten (10) days' notice for non-payment of premium.

10.9. Renewal certifications shall be timely filed by the Contractor for coverage until the work is accepted as complete.

10.10. Contractor shall notify the City in writing of any material change in insurance coverage.

10.11. Insurance policies shall contain, or be endorsed to contain, the following provisions and/or endorsements:

10.11.1. For the general and automobile liability policies, the City of Newburgh, its officers, employees, representatives, volunteers, and agents shall be covered as additional insureds.

10.11.2. For claims related to the work, Contractor's insurance coverage shall be primary insurance as respects the City of Newburgh, their officers, employees, representatives, volunteers, and agents. Insurance or self-insurance maintained by the City, their officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor's insurance and shall not contribute with it.

10.11.3. Each insurance policy required by this section shall state that coverage shall not be canceled, except after thirty (30) days prior written notice by mail, return receipt requested, has been given to the City, ten (10) days' notice for non-payment of premium.

10.11.4. The City, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

10.12. Any deductible under any policy of insurance required in this section shall be the Contractor's liability.

10.13. Acceptance of certificates of insurance by the City shall not limit the Contractor's liability under the Contract.

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10.14. If the City is damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay the City for such damages.

10.15. Contractor's obligations to obtain and maintain required insurance are non-delegable duties under this Contract.

10.16. Contractor's insurances shall be primary in any suit by a third-party that names both the City and Contractor as defendants to an action.

10.17. Contractor waives and releases the City from any and all claims and liability or responsibility with respect to any losses covered by Contractor's insurance, including losses arising out of the inability to conduct business. Contractor agrees that its insurance companies shall have no right of subrogation against the City on account of this release.

11. MISCELLANEOUS

11.1. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the City by reason hereof, and that it will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

11.2. Contractor agrees to comply with all applicable Federal, State and City Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, Contractor agrees that neither it nor its sub-Contractors shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract.

11.3. Contractor certifies compliance with providing a drug-free workplace.

11.4. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or

consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11.5. Contractor warrants that no officer or employee of the City of Newburgh has received, or shall receive, compensation from the Contractor or subcontractors for work performed in the execution of this Contract, or for any architectural or engineering services, public or private, performed for the Contractor or its subcontractors.

11.6. This Contract shall be binding on, and inure to the benefit of, the successors and permitted assigns of the parties.

11.7. Contractor may not assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title or interest therein, or its power to execute such Contract, to any other person, company or corporation, without written consent of the City. If this provision is violated, the City may revoke and annul the Contract and the City shall be relieved from all liability and obligations thereunder to the person, company or corporation to whom the Contractor shall purport to assign, transfer, convey, sublet or otherwise dispose of the Contract without such consent in writing of the City.

11.8. Notice for either party may be served by delivering it in writing via any form of United States Postal Service that contains a tracking number, or by Federal Express, or by United Parcel Service, to the respective party and address as shown on the Contract page.

11.8.1. Notice served upon the City shall be delivered to:

City of Newburgh
attn.: City Manager
83 Broadway
Newburgh, New York 12550

with copy to:

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

11.8.2. Notice served upon Contractor shall be delivered to:

Starfire Corporation
566 Theater Road
P.O. Box 179
St. Benedict, Pennsylvania 15773

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11.9. In the event of any claims made or any actions brought against the City in connection with the Contract, Contractor agrees to provide all information and assistance in the City's opinion that is reasonably necessary to defend such Claim.

11.10. The State courts located in New York State, County of Orange, shall have exclusive jurisdiction to adjudicate any disputes arising out of or relating to, this Contract. Each party hereto consents to the jurisdiction of such court and waives any right it may otherwise have to challenge the appropriateness of the forum for any reason. Arbitration shall not be used to resolve any claims, controversies, or disputes between the parties.

11.11. This Contract shall be governed and construed in accordance with the laws of the State of New York, without giving effect to any conflict of laws principles that may apply.

11.12. This Contract constitutes the entire Contract between the parties with respect to the subject matter hereof and supersedes all other prior Contracts and understandings, both written and oral, between the parties with respect to the subject matter hereof. Any changes to this Contract may be amended by mutual consent of the parties hereto in writing.

11.13. This Contract may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

11.14. In the event that any provision of this Contract is held to be unenforceable under applicable law, this Contract will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

12. CERTIFICATION FOR FEDERAL OR STATE AID CONTRACTS (IF APPLICABLE)

12.1. Should this Contract, or any portion thereof, be funded with federal or state aid, Contractor certifies, by signing this Contract, to the best of its knowledge and belief, that:

12.1.1. No federal or state appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal or state agency, an elected member of federal or state government, an officer or employee of an elected member of federal or state government, in connection with the award of any federal or state contract, the making of any federal or state grant, the making of any federal or state loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.

12.1.2. If any funds other than federal or state appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee

of any federal or state agency, an elected member of federal or state government, an officer or employee of an elected member of federal or state government in connection with this contract, the undersigned shall complete and submit a "Disclosure Form to Report Lobbying," in accordance with its instructions.

12.1.3. The signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership):

12.1.3.1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal or state agency;

12.1.3.2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal or state agency within the past three years;

12.1.3.3. Does not have a proposed debarment pending; and

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

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[Signature and Acknowledgment Pages to Follow]

DRAFT

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

DATED: _____, 2025 CITY OF NEWBURGH

By: _____
Name: Todd Venning
Title: City Manager

DATED: _____, 2025 STARFIRE CORPORATION

By: _____
Name:
Title:

DRAFT

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

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

_____
NOTARY PUBLIC

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

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

_____
NOTARY PUBLIC

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[Schedules to Follow]

DRAFT

SCHEDULE A – Solicitation #10.25, Sections 1 through 11
SCHEDULE B – Bid Pricing

DRAFT

Schedule A

1. NOTICE TO BIDDERS

A. The City of Newburgh is seeking proposals from qualified and licensed Fireworks Display vendors to present a show on Sunday, August 31, 2025 at 9:00 p.m. The display will be a part of the 36th Annual International Festival held over the Labor Day weekend at the Delano-Hitch Recreation Park on Washington Street in the City of Newburgh.

Rain Date: Monday, September 1, 2025.

Bidder will commit to both dates.

Fireworks Display: minimum of 20-25 minutes of high intensity. There shall be a continuous visible display without delays or breaks in performance. The finale should be emphasized.

B. Event (firing) site is Delano Hitch Park, 375 Washington Street, Newburgh, NY 12550. The site is land-based.

C. Vendor, when awarded the contract, shall submit a permit application to the City of Newburgh Fire Department. The City will issue a permit for the event. There will be no charge for the permit application.

D. The pyrotechnic operator in charge of the display must have state certification. Safety standards must be followed.

E. The award will be made to the lowest responsible and responsive bidder.

F. The contract award will be for one year with two (2) one-year extensions, upon mutual consent of the parties.

G. Solicitation release date: Thursday, July 3, 2025.

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

H. Questions pertaining to the solicitation must be submitted by: 4:00 p.m. Thursday, July 10, 2025.

Questions must be submitted through the solicitation at https://www.bidnetdirect.com/new-york/city-of-newburgh.

All questions will be answered on https://www.bidnetdirect.com/new-york/city-of-newburgh.

I. Sealed bids (closing) are due by: 11:00 a.m. Monday, July 21, 2025.

Sealed bids are to be mailed or delivered to: Robert Van Vlack, City Purchasing Agent, Office of the Comptroller – 4th Floor, City Hall, 83 Broadway, Newburgh, NY 12550.

J. A public bid opening will be at: 11:15 a.m. Monday, July 21, 2025.

The opening will be held at City Hall, Council Chambers 3rd floor, 83 Broadway, Newburgh, NY.

K. The City reserves the right to reject any and/or all bids.

L. Justice, Equity, Diversity, and Inclusion are core values to the City of Newburgh, where there is a strong commitment to establishing and maintaining an environment free of discrimination. These values are promoted through the daily practice of professionalism, respect, acceptance and understanding. As such, City residents along with women, minorities, individuals with disabilities, members of the LGBTQ community, and veterans are encouraged to apply. Minority and Women-owned Business Enterprises ("MBW/WBE"), small and disadvantaged businesses are encouraged to apply.

2. INDEPENDENT CONTRACTOR, USE OF SUBCONTRACTOR

A. The vendor/contractor will be an independent contractor and not an employee of the City.

B. Subcontractors must be approved by the City. The bidder must detail any sub-contractor use in their submitted proposals.

3. SCOPE OF WORK/SERVICES SPECIFICATION

A. Event (firing) site is Delano Hitch Park, 375 Washington Street, Newburgh, NY 12550. The site is land-based.

Vendor, when awarded the contract, will have to submit a permit application to the City of Newburgh Fire Department. The City will issue a permit for the event. There will be no charge for the permit application.

Event will occur on Sunday, August 31, 2025 at 9:00 p.m. Rain date is Monday, September 1, 2025 at 9:00 p.m. Bidder shall commit to both dates.

The City will make the final decision concerning postponing the event and moving to the rain date.

No additional charges or fees will be paid if event is held on the rain date. Vendor is responsible for performing the agreed upon display if event is held on the rain date.

If circumstances are such that both dates are postponed a new date may be negotiated.

If the event is cancelled by the city the awarded vendor can submit an invoice for 20% of the contract price.

B. Fireworks Display: minimum of 20-25 minutes of high intensity. There shall be a continuous visible display without delays or breaks in performance. The finale should be emphasized.

Vendor is responsible for creating the display performance, supplying the fireworks, and for event performance.

Vendor is responsible for removal of all display performance equipment and materials.

The City will secure the area for the event.

C. The pyrotechnic operator in charge of the display must have state certification.

The pyrotechnic operator is in charge of assistant technicians.

Safety standards must be followed as established by National Fire Protection Association (NFPA).

D. The vendor will submit a bid proposal detailing the proposed Fireworks Display.

- Total Price
- Length of event (minimum 20-25 minutes).
- A description of the display i.e., opening, main, finale, etc.
- A description of shells to be used in the show along with the total number of each type of shell, size of shell (circumference).

4. BIDDER QUALIFICATIONS

A. "Responsible" or "responsibility" means the financial ability, legal capacity, integrity, and past performance of a business entity and as such terms have been interpreted relative to public procurements.

B. The following shall be considered the minimum requirements to qualify for submitting a bid:

- Be an established business, registered to do business in the State of New York.
- Maintain direct employment of experienced and trained personnel for the firework display provided. NYS licensed operators/technicians.

- Have been awarded and performed, over the last three (3) years, at least two (2) fireworks display events for a municipality or public entity. The contract should be for similar services required by this solicitation.

5. INSURANCE REQUIREMENTS

A. Vendor must provide proof of required insurances as outlined in the City's contract for services.

B. Vendor shall be required to obtain, at vendor's sole cost and expense, the types and amounts determined by the City in its sole discretion, including but not limited to those set forth in the City's Goods and Services Contract.

C. Vendor shall submit the certificates of insurance from the insurer showing that the selected vendor has insurance in the required types and amounts.

6. QUESTIONS

A. All questions must be submitted through the solicitation at https://www.bidnetdirect.com/new-york/city-of-newburgh.

B. Questions, pertaining to the solicitation, must be received by: 4:00 P.M. Thursday, July 10, 2025.

C. Any impermissible contact with any other City officer or employee regarding the IFB during the procurement period shall result in the rejection of any such vendor's proposal. Proposers shall communicate in writing only.

D. All questions will be answered on https://www.bidnetdirect.com/new-york/city-of-newburgh.

7. SUBMISSION REQUIREMENTS FOR BIDS

A. To be considered responsive a bidder must meet the submission requirements as described below.

B. Bid package must contain all original documents and one digital copy (flash drive)

Submit a sealed proposal mailed or delivered to: Robert Van Vlack, City Purchasing Agent, Office of the Comptroller – 4th Floor, City Hall, 83 Broadway, Newburgh, NY 12550.
All bids must be clearly marked as "#10.25 –"Festival Fireworks".

Submittal Form A – BID FORM WITH TECHNICAL PROPOSAL ATTACHMENT
Submittal Form B – COMPANY INFORMATION (SIGNED)
Submittal Form C – BIDDER ACKNOWLEDGEMENT FORM (Signed)
Submittal Form D – NON-COLLUSION BIDDING AFFIDAVIT (Signed and Notarized)
Submittal Form E - CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT (Signed and Notarized)
COMPANY W-9
ORIGINAL DOCUMENTS AND ONE DIGITAL COPY (FLASH DRIVE)

C. Deadline for submission is 11:00 a.m. Monday, July 21, 2025.

D. All bids are to be submitted sealed.

E. Send or hand-deliver sealed bids to:
City of Newburgh
City Hall, Office of the Comptroller 4th Floor
Attn: Robert Van Vlack, City Purchasing Agent
83 Broadway
Newburgh, New York 12550

F. The City will accept all sealed bids that either are received by in-person delivery or mailed. No electronic submissions.

G. All received bids will be initialed, dated, and time recorded by the City Comptroller or its designee. The date and time will be recorded from an office computer or mobile (cell) phone.

H. Responses missing the deadline will not be considered.

I. A bid may not be modified, withdrawn, or canceled for a period of forty-five (45) days after the date of the proposal opening; thereafter, a proposer may withdraw his proposal only by written notice of withdrawal submitted in advance of the proposal award.

8. BID OPENING

A. A public bid opening will be held on: 11:15 a.m. Monday, July 21, 2025.

B. The opening will be held at City Hall, Council Chambers 3rd floor, 83 Broadway, Newburgh, NY.

9. AWARD AND CONTRACT

A. The award will be made to the lowest responsible and responsive bidder.

B. An award letter will be issued to selected bidder.

C. The successful vendor must agree to the terms set forth in the City of Newburgh Goods and Services Contract ("Contract"), attached to this Solicitation for reference, on substantially the same terms and conditions as provided therein.

D. The Contract referenced is subject to approval by the City Council of the City of Newburgh.

E. The contract will be for one year with two (2) one-year extensions, upon mutual consent of the parties.

10. PAYMENT

A. The City of Newburgh is Tax Exempt.

B. A Purchase Order (PO) will be issued to selected vendor.

C. The selected offeror will submit an invoice for payment.

Vendor invoices shall be sent electronically to apinvoices@cityofnewburgh-ny.gov.

D. Invoices are payable 30 days after receipt, audit, and approval by the City Comptroller Office.

11. TERMS AND CONDITIONS

A. The City may, at its option, interview prospective bidder as part of this selection process. However, selection may take place without such interviews. Therefore, applicants are urged to present bids that are as complete as possible upon initial submission.

B. The City may terminate the IFB process at any time for any reason.

C. The City reserves the right to reject any and/or all bids.

D. The City has no obligation to discuss its reasons for selecting, accepting, or rejecting any bids with the bidder or representatives of said bidder, but will entertain such requests.

E. The issuance of the IFB does not mandate the City to select a bid and/or enter into any agreement. A submission does not constitute business terms under any eventual agreement.

F. This IFB does not in any way obligate the City to reimburse respondents for any costs associated with the preparation and submission of a bid.

G. The City will award the contract to the responsive and responsible bidder with the lowest bid price.
H. The contract requires the approval of the Newburgh City Council.

12. ATTACHMENTS

A. Submittal Form A – BID FORM WITH TECHNICAL PROPOSAL

B. Submittal Form B – COMPANY INFORMATION

C. Submittal Form C - BIDDER ACKNOWLEDGEMENT FORM

D. Submittal Form D - NON-COLLUSION BIDDING AFFIDAVIT

E. Submittal Form E - CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

F. Reference Document - CITY OF NEWBURGH GOODS AND SERVICES CONTRACT

Schedule B

13. SUBMITTAL FORM A – BID FORM WITH TECHNICAL PROPOSAL

I(We) hereby propose the following bid for 36th Annual International Festival fireworks display at Delano Hitch Park, 375 Washington Street, Newburgh, NY 12550 in accordance with the IFB solicitation. By signing and submitting this bid for consideration by the City of Newburgh, I (We) acknowledge that I (We) have read, understand and agree to all aspects of the requirements of this IFB as presented without reservation or alteration.

The submitted Bid Price is for Sunday, August 31, 2025 or the rain date of Monday, September 1, 2025. No additional charges or fees will be paid if event is held on the rain date.

Bid Price $16,000.00

Attach:

TECHNICAL PROPOSAL

- Length of Display (minimum 20-25 minutes)
- A description of the display i.e., opening, main, finale, etc.
- A description of shells to be used in the show along with the total number of each type of shell, size of shell (circumference).

Company: STARFIRE CORPORATION Phone # 860-4486 Email CHARLIE@STARFIRECORPORATION.COM

Submitted By _____

Signature of Authorized Representative

Printed Name/Title/Date CHARLES RAFFA VP SALES 7-10-25

Todd Venning
City Manager/CEO

CITY OF NEWBURGH

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

Todd Venning (CFO)
Director of Finance

Robert VanVlack
City Purchasing Agent

Solicitation #10.25 Invitation for Bid (IFB)

36th Annual International Festival Fireworks Display
Sunday, August 31, 2025
(Rain Date: Monday, September 1, 2025)
For
City Of Newburgh, New York

Solicitation Schedule (Procurement Period)

Solicitation Release Date: Thursday, July 3, 2025
Questions Due By: 4:00 p.m. Thursday, July 10, 2025
Bid Closing: 11:00 a.m. Monday, July 21, 2025

CONTENTS

1. NOTICE TO BIDDERS 3
2. INDEPENDENT CONTRACTOR, USE OF SUBCONTRACTOR 4
3. SCOPE OF WORK/SERVICES SPECIFICATION 4
4. BIDDER QUALIFICATIONS 5
5. INSURANCE REQUIREMENTS 6
6. QUESTIONS 6
7. SUBMISSION REQUIREMENTS FOR BIDS 6
8. BID OPENING 7
9. AWARD AND CONTRACT 7
10. PAYMENT 8
11. TERMS AND CONDITIONS 8
12. ATTACHMENTS 9
13. SUBMITTAL FORM A – BID FORM WITH TECHNICAL PROPOSAL 10
14. SUBMITTAL FORM B – COMPANY INFORMATION 11
15. SUBMITTAL FORM C – BIDDER ACKNOWLEDGEMENT FORM 12
16. SUBMITTAL FORM D – NON-COLLUSION 13
17. SUBMITTAL FORM E – CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT 14
18. (REFERENCE ONLY) – DRAFT CONTRACT 15

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Rain Date: Monday, September 1, 2025.

Bidder will commit to both dates.

Fireworks Display: minimum of 20-25 minutes of high intensity. There shall be a continuous visible display without delays or breaks in performance. The finale should be emphasized.

B. Event (firing) site is Delano Hitch Park, 375 Washington Street, Newburgh, NY 12550. The site is land-based.

C. Vendor, when awarded the contract, shall submit a permit application to the City of Newburgh Fire Department. The City will issue a permit for the event. There will be no charge for the permit application.

D. The pyrotechnic operator in charge of the display must have state certification. Safety standards must be followed.

E. The award will be made to the lowest responsible and responsive bidder.

F. The contract award will be for one year with two (2) one-year extensions, upon mutual consent of the parties.

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The City will secure the area for the event.

C. The pyrotechnic operator in charge of the display must have state certification.

The pyrotechnic operator is in charge of assistant technicians.

Safety standards must be followed as established by National Fire Protection Association (NFPA).

D. The vendor will submit a bid proposal detailing the proposed Fireworks Display.

- Total Price
- Length of event (minimum 20-25 minutes).
- A description of the display i.e., opening, main, finale, etc.
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- Maintain direct employment of experienced and trained personnel for the firework display provided. NYS licensed operators/technicians.

- Have been awarded and performed, over the last three (3) years, at least two (2) fireworks display events for a municipality or public entity. The contract should be for similar services required by this solicitation.

5. INSURANCE REQUIREMENTS

A. Vendor must provide proof of required insurances as outlined in the City's contract for services.

B. Vendor shall be required to obtain, at vendor's sole cost and expense, the types and amounts determined by the City in its sole discretion, including but not limited to those set forth in the City's Goods and Services Contract.

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All bids must be clearly marked as "#10.25 –"Festival Fireworks".

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Submittal Form D – NON-COLLUSION BIDDING AFFIDAVIT (Signed and Notarized)
Submittal Form E - CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT (Signed and Notarized)
COMPANY W-9
ORIGINAL DOCUMENTS AND ONE DIGITAL COPY (FLASH DRIVE)

C. Deadline for submission is 11:00 a.m. Monday, July 21, 2025.

D. All bids are to be submitted sealed.

E. Send or hand-deliver sealed bids to:
City of Newburgh
City Hall, Office of the Comptroller 4th Floor
Attn: Robert Van Vlack, City Purchasing Agent
83 Broadway
Newburgh, New York 12550

F. The City will accept all sealed bids that either are received by in-person delivery or mailed. No electronic submissions.

G. All received bids will be initialed, dated, and time recorded by the City Comptroller or its designee. The date and time will be recorded from an office computer or mobile (cell) phone.

H. Responses missing the deadline will not be considered.

I. A bid may not be modified, withdrawn, or canceled for a period of forty-five (45) days after the date of the proposal opening; thereafter, a proposer may withdraw his proposal only by written notice of withdrawal submitted in advance of the proposal award.

8. BID OPENING

A. A public bid opening will be held on: 11:15 a.m. Monday, July 21, 2025.

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9. AWARD AND CONTRACT

A. The award will be made to the lowest responsible and responsive bidder.

B. An award letter will be issued to selected bidder.

C. The successful vendor must agree to the terms set forth in the City of Newburgh Goods and Services Contract ("Contract"), attached to this Solicitation for reference, on substantially the same terms and conditions as provided therein.

D. The Contract referenced is subject to approval by the City Council of the City of Newburgh.

E. The contract will be for one year with two (2) one-year extensions, upon mutual consent of the parties.

10. PAYMENT

A. The City of Newburgh is Tax Exempt.

B. A Purchase Order (PO) will be issued to selected vendor.

C. The selected offeror will submit an invoice for payment.

Vendor invoices shall be sent electronically to apinvoices@cityofnewburgh-ny.gov.

D. Invoices are payable 30 days after receipt, audit, and approval by the City Comptroller Office.

11. TERMS AND CONDITIONS

A. The City may, at its option, interview prospective bidder as part of this selection process. However, selection may take place without such interviews. Therefore, applicants are urged to present bids that are as complete as possible upon initial submission.

B. The City may terminate the IFB process at any time for any reason.

C. The City reserves the right to reject any and/or all bids.

D. The City has no obligation to discuss its reasons for selecting, accepting, or rejecting any bids with the bidder or representatives of said bidder, but will entertain such requests.

E. The issuance of the IFB does not mandate the City to select a bid and/or enter into any agreement. A submission does not constitute business terms under any eventual agreement.

F. This IFB does not in any way obligate the City to reimburse respondents for any costs associated with the preparation and submission of a bid.

G. The City will award the contract to the responsive and responsible bidder with the lowest bid price.
H. The contract requires the approval of the Newburgh City Council.

12. ATTACHMENTS

A. Submittal Form A – BID FORM WITH TECHNICAL PROPOSAL

B. Submittal Form B – COMPANY INFORMATION

C. Submittal Form C - BIDDER ACKNOWLEDGEMENT FORM

D. Submittal Form D - NON-COLLUSION BIDDING AFFIDAVIT

E. Submittal Form E - CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

F. Reference Document - CITY OF NEWBURGH GOODS AND SERVICES CONTRACT

13. SUBMITTAL FORM A – BID FORM WITH TECHNICAL PROPOSAL

I(We) hereby propose the following bid for 36th Annual International Festival fireworks display at Delano Hitch Park, 375 Washington Street, Newburgh, NY 12550 in accordance with the IFB solicitation. By signing and submitting this bid for consideration by the City of Newburgh, I (We) acknowledge that I (We) have read, understand and agree to all aspects of the requirements of this IFB as presented without reservation or alteration.

The submitted Bid Price is for Sunday, August 31, 2025 or the rain date of Monday, September 1, 2025. No additional charges or fees will be paid if event is held on the rain date.

Bid Price _____

Attach:

TECHNICAL PROPOSAL

- Length of Display (minimum 20-25 minutes)
- A description of the display i.e., opening, main, finale, etc.
- A description of shells to be used in the show along with the total number of each type of shell, size of shell (circumference).

Company: _____ Phone #_____ Email _____

Submitted By _____
Signature of Authorized Representative

Printed Name/Title/Date _____

14. SUBMITTAL FORM B – COMPANY INFORMATION

(IF NECESSARY, ATTACH DOCUMENTATION TO SUPPORT RESPONSE)

1. Is the company registered to do business in the State of New York?

2. Provide information on management and staff experience and their training. Include certifications.

3. Have you been awarded and performed in the last three (3) years at least two (2) fireworks display events for a municipality or public entity? The contract should be for similar services required by this solicitation. Describe and provide reference(s).

Company: _____ Phone #_____ Email _____

Submitted By _____

Signature of Authorized Representative

Printed Name/Title/Date _____

15. SUBMITTAL FORM C – BIDDER ACKNOWLEDGEMENT FORM

The undersigned certified, to the best of his/her knowledge and belief, that the Contractor and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

- Have not within a three-year period preceding the proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification;

- Have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

- By signing and submitting this Form for consideration by the City of Newburgh, I (We) acknowledge that I (We) have read, understand and agree to all aspects of the requirements of this solicitation as presented without reservation or alteration.

Company: _____ Phone #_____ Email _____

Submitted By _____

Signature of Authorized Representative

Printed Name/Title/Date _____

Date _____

16. SUBMITTAL FORM D – NON-COLLUSION

NON-COLLUSION BIDDING AFFIDAVIT

CITY OF NEWBURGH

STATE of)
) SS:
County of)

I, _____ of the (Town, Village, City) of _____in the County of_____and the State of _____of full age, being duly sworn according to law on my oath depose and say that:

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

I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by_____.
(Name of Contractor)

Subscribed and sworn to: _____
(Signature of Affiant above in ***BLUE*** Ink*;* type or print name/title below)

Name:_____Title: _____

Before me this_____day

of_____, 20___

_____
Notary Public of

My commission expires: _____

AFFIX NOTARY SEAL OR STAMP IN THIS BOX

THIS AFFIDAVIT MUST BE COMPLETED BY ALL BIDDERS

17. SUBMITTAL FORM E – CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) §165-a and New York General Municipal Law §103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL §165-a (3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL §165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time of the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the City receive information that a Bidder/Contractor is in violation of the above-referenced certification, the City will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the City shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The City reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the

_____ of the _____ Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

_____
SIGNED

Sworn to before me this _____ Day of _____, 20__

_____
Notary Public

18. (REFERENCE ONLY) – DRAFT CONTRACT

CITY OF NEWBURGH
Goods and Services Contract

This contract ("Contract") is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the City of Newburgh, a municipal corporation, with an office address of 83 Broadway, Newburgh, New York 12550 ("City"), and [NAME], with an office address of [ADDRESS] ("Contractor").

WITNESSETH

WHEREAS, the City issued Solicitation #10.25 (the "Solicitation") seeking proposals from qualified and experienced proposers with the capability of providing a fireworks display for the City of Newburgh's 36th annual International Festival as further set forth in the Solicitation; and

WHEREAS, the City provided notification of the availability of the Solicitation in accordance with state and local requirements; and

WHEREAS, the Solicitation set forth the minimum administrative, technical, and cost requirements that a vendor needed to meet to be eligible for consideration to receive an award; and

WHEREAS, Contractor submitted a proposal in response to the Solicitation, and the same was reviewed through the procurement process; and

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

NOW THEREFORE, in consideration of the terms hereinafter mentioned and also the mutual covenants and obligations moving to each party hereto from the other, the Parties hereby agree as follows:

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

1. APPENDICES AND ATTACHMENTS

1.1. The following appendices and attachments, attached hereto, are hereby expressly made a part of this Contract:

Schedule A – Solicitation #10.25, Sections 1 through 11

2. SCOPE OF SERVICES

2.1. Contractor shall render all services and deliverables and furnish all materials and equipment necessary to provide the City with services and deliverables more specifically described in **Schedule A** (hereafter "Services"), in a timely and professional manner, using the degree of care, skill, and diligence generally observed by other companies in the industry, and in accordance with the highest professional and industry standards relevant to the Services as reasonably anticipated based on the applicable Scope of Work.

2.2. Not applicable.

2.3. Contractor will perform all Services. Services shall not be performed by any other person, entity, agency, affiliate, or subcontractor unless approved by the City in writing. Contractor shall remain responsible for the performance of all of its obligations under this Contract, and for the performance by all third parties providing Services herein. Any Contract between Contractor and a permitted subcontractor must contain terms and provisions consistent with those contained in this Contract.

3. RATES AND FEES

3.1. Contractor shall invoice the City within 30 days of completion of the event. The City shall pay Contractor a lump sum for event performance within 30 days after receipt of Contractor's invoice.

3.2. In accordance with Section 4, should the City and Contractor mutually agree to exercise the first or second renewal year options, the fee for the applicable renewal year shall be the fee as stated in the Contractor's bid. Should the Contractor's bid fail to state a fee for the first or second renewal year options, the fee for each year shall be the same as the first year fee.

3.3. Not applicable.

3.4. Not applicable.

3.5. Not applicable.

3.6. Not applicable.

3.7. Not applicable.

3.8. Not applicable.

4. TERM

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

4.1.1. September 1, 2025;

4.1.2. September 8, 2026, if the parties agree to exercise the first renewal year option;

4.1.3. September 7, 2027, if the parties agree to exercise the second renewal year option;

4.1.4. The Contract is terminated in accordance with Section 9.

4.2. Contractor shall provide written notice of its intent to exercise a renewal year option by February 1 of the given renewal year to the City.

5. CONTRACTOR'S OBLIGATIONS

5.1. Contractor shall:

5.1.1. Apply such time, attention, and reasonable skill and care as may be necessary or appropriate for its proper performance and provision of the Services;

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

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

5.1.4. Comply with all reasonable directions regarding the Services communicated to it from time to time by the City;

5.1.5. Keep confidential materials that are in its possession or control safe and secure;

5.1.6. Deliver all Services by the dates set out in the applicable Scope of Work or any other delivery date(s) agreed by the Parties in writing.

5.2. If at any time Contractor becomes aware that it may not be able to perform or deliver the Services by any date set out in the applicable scope of work (or any other deadline agreed by the Parties in writing), Contractor will promptly notify the City and give details of the reasons for the delay. Unless the delay is caused by Force Majeure, Contractor's failure to perform the Services will represent a material breach of this Contract entitling the City to terminate this Contract and pursue its legal and equitable remedies if the breach.

6. CONFIDENTIAL INFORMATION

6.1. Any information provided by the City to Contractor shall be deemed confidential. Contractor shall not disclose any information to a third-party unless authorized by the City in writing.

6.2. The obligations contained in this section shall survive the termination or expiration of any relationship between the parties into perpetuity.

7. WORK PRODUCT

7.1. Contractors must provide any written records in Word, Excel, PDF or another format acceptable to the City and be able to share documents with the City in electronic format via email or managed file transfer (for larger sized documents) in a manner acceptable to the City.

7.2. All records in any form (e.g. written, visual, audio, etc.) produced by the Contractor shall be property of the City. All records produced by the Contractor for the City, or on behalf of the City, shall not be used for any purpose without the City's written consent. At the conclusion of any engagement, either as a result of termination or the natural conclusion of the engagement, all records shall be turned over to the City within 60 days, or as may be extended in writing by the City.

7.3. All information collected or otherwise obtained by the Contractor, the Contractor's staff and all subcontractors in performance under the Contract is proprietary and may not be disclosed to any party other than the City without the City's express written consent.

7.4. The obligations contained in this section shall survive the termination or expiration of any relationship between the parties into perpetuity.

7.5. Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years from the date of creation or three (3) years after final payment is remitted by the City, whichever is later. Any authorized representatives of the City, New York State, or Federal Government shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for inspection, auditing, and copying.

7.6. The City reserves the right to use any work product prepared under this Contract regardless of whether the Contract is terminated or the project is suspended or abandoned. This right allows the City to use these documents in the future for the same project, a modified version of it, or for one that is similar.

8. KEY INDIVIDUALS AND ASSOCIATES

8.1. Should Contractor fail to provide at least the staffing mutually agreed upon by the City and Contractor during the term of the Contract, the City will have the right, in addition to any other right set forth herein, to prospectively renegotiate fees in light of any staffing deficiency.

8.2. Contractor may allocate suitable associates with appropriate levels of experience and seniority to provide the Services. The composition of Contractor's team assigned to the City and the allocation of their work time will comply with the specifications set forth in the relevant scopes of work.

8.3. Contractor will appoint specifically named key individuals to be actively involved in the provision of the Services. Should any key individual leave Contractor's employment or cease to be involved in the provision of Services for any reason Contractor will consult the City and, subject to the City's written approval, appoint a suitable replacement. Any such change in the key individuals will occur with full and timely transfer of know-how at Contractor's sole expense.

9. TERMINATION

9.1. The City may terminate this Contract or suspend or abandon Services upon fourteen (14) days written notice to the Contractor. Contractor may terminate this Contract only if the City substantially fails to perform in accordance with Section 3 of this Contract regarding payment for Services. Prior to Contractor terminating this Contract, a Notice of Termination must be given in writing and in accordance with the notice provision in Section 10 (Miscellaneous Provisions), below, to the City that allows the City fourteen (14) days to correct any default. If the default is corrected/cured, Contractor may not terminate this Contract.

9.2. In the event the City terminates this Contract, suspends Services more than 180 days, abandons Services, or the Contractor terminates this Contract, the City shall pay to the Contractor full payment for Services performed and expenses incurred under this Contract as follows:

9.2.1. The sum due under Section 3 (Compensation) as shall have become payable because of progress in the work plus a pro-rata portion of the next succeeding and uncompleted step, if any, for services actually rendered by Contractor.

9.2.2. In ascertaining the services actually rendered up to the date of termination of this Contract, or suspension or abandonment Services, consideration will be given by the City to completed work and work in process.

9.3. The City may immediately cancel this Contract on notice to Contractor if the City receives information that any work under this Contract conflicts with the provisions of

any applicable law establishing a Code of Ethics for Federal, State or City officers and employees.

10. INSURANCE AND RISK MANAGEMENT

10.1. The parties agree that Contractor, its agents, officers, and employees, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of the City.

10.2. Contractor agrees to hold harmless, defend, and indemnify the City, and the officers, agents, and employees of the City from all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith, resulting from or in any manner arising out of or in connection with any negligent act or omission or willful misconduct on the part of the Contractor, its officers, agents, and employees, in the performance of this Contract. This provision shall survive the expiration or termination of this Contract.

10.3. Contractor shall not commence work until the City has received evidence of the insurance policies and/or coverages required in this section and approved the same.

10.4. Contractor shall obtain the following policies and coverages. The insurance furnished by the Contractor under this section shall provide coverage in amounts not less than the following unless a different amount is stated herein:

10.4.1. Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, shall cover work done or to be done by or on behalf of the Contractor and shall provide insurance coverage for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work.

The minimum liability limits shall be as follows:

$2,000,000	General Aggregate
$1,000,000	Each Claim - combined single limit for bodily injury and property damage.

10.4.2. Workers' Compensation Insurance, shall include Employer Liability limits of $1,000,000 and other limits required under New York law.

10.4.3. Products liability insurance in the amount of $1,000,000 in the general aggregate.

10.4.4. Warranty and Indemnity Insurance (or Representations and Warranties Insurance) in the amount of $1,000,000 in the general aggregate.

10.5. Insurers shall be authorized in the State of New York to transact insurance and shall hold a current A.M. Best's rating of no less than A: VII or carrier acceptable to the City.

10.6. Contractor shall submit to the City certificates of insurance and endorsements to the policies of insurance required by the Contract as evidence of the insurance coverage.

10.7. The scope of coverage and deductible shall be shown on the certificate of insurance.

10.8. The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to the City, and without ten (10) days' notice for non-payment of premium.

10.9. Renewal certifications shall be timely filed by the Contractor for coverage until the work is accepted as complete.

10.10. Contractor shall notify the City in writing of any material change in insurance coverage.

10.11. Insurance policies shall contain, or be endorsed to contain, the following provisions and/or endorsements:

10.11.1. For the general and automobile liability policies, the City of Newburgh, its officers, employees, representatives, volunteers, and agents shall be covered as additional insureds.

10.11.2. For claims related to the work, Contractor's insurance coverage shall be primary insurance as respects the City of Newburgh, their officers, employees, representatives, volunteers, and agents. Insurance or self-insurance maintained by the City, their officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor's insurance and shall not contribute with it.

10.11.3. Each insurance policy required by this section shall state that coverage shall not be canceled, except after thirty (30) days prior written notice by mail, return receipt requested, has been given to the City, ten (10) days' notice for non-payment of premium.

10.11.4. The City, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

10.12. Any deductible under any policy of insurance required in this section shall be the Contractor's liability.

10.13. Acceptance of certificates of insurance by the City shall not limit the Contractor's liability under the Contract.

10.14. If the City is damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay the City for such damages.

10.15. Contractor's obligations to obtain and maintain required insurance are non-delegable duties under this Contract.

10.16. Contractor's insurances shall be primary in any suit by a third-party that names both the City and Contractor as defendants to an action.

10.17. Contractor waives and releases the City from any and all claims and liability or responsibility with respect to any losses covered by Contractor's insurance, including losses arising out of the inability to conduct business. Contractor agrees that its insurance companies shall have no right of subrogation against the City on account of this release.

11. MISCELLANEOUS

11.1. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the City by reason hereof, and that it will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

11.2. Contractor agrees to comply with all applicable Federal, State and City Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, Contractor agrees that neither it nor its sub-Contractors shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract.

11.3. Contractor certifies compliance with providing a drug-free workplace.

11.4. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or

consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11.5. Contractor warrants that no officer or employee of the City of Newburgh has received, or shall receive, compensation from the Contractor or subcontractors for work performed in the execution of this Contract, or for any architectural or engineering services, public or private, performed for the Contractor or its subcontractors.

11.6. This Contract shall be binding on, and inure to the benefit of, the successors and permitted assigns of the parties.

11.7. Contractor may not assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title or interest therein, or its power to execute such Contract, to any other person, company or corporation, without written consent of the City. If this provision is violated, the City may revoke and annul the Contract and the City shall be relieved from all liability and obligations thereunder to the person, company or corporation to whom the Contractor shall purport to assign, transfer, convey, sublet or otherwise dispose of the Contract without such consent in writing of the City.

11.8. Notice for either party may be served by delivering it in writing via any form of United States Postal Service that contains a tracking number, or by Federal Express, or by United Parcel Service, to the respective party and address as shown on the Contract page.

11.8.1. Notice served upon the City shall be delivered to:

City of Newburgh
attn.: City Manager
83 Broadway
Newburgh, New York 12550

with copy to:

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

11.8.2. Notice served upon Contractor shall be delivered to:

[NAME]
[ADDRESS]
[ADDRESS]

DRAFT

11.9. In the event of any claims made or any actions brought against the City in connection with the Contract, Contractor agrees to provide all information and assistance in the City's opinion that is reasonably necessary to defend such Claim.

11.10. The State courts located in New York State, County of Orange, shall have exclusive jurisdiction to adjudicate any disputes arising out of or relating to, this Contract. Each party hereto consents to the jurisdiction of such court and waives any right it may otherwise have to challenge the appropriateness of the forum for any reason. Arbitration shall not be used to resolve any claims, controversies, or disputes between the parties.

11.11. This Contract shall be governed and construed in accordance with the laws of the State of New York, without giving effect to any conflict of laws principles that may apply.

11.12. This Contract constitutes the entire Contract between the parties with respect to the subject matter hereof and supersedes all other prior Contracts and understandings, both written and oral, between the parties with respect to the subject matter hereof. Any changes to this Contract may be amended by mutual consent of the parties hereto in writing.

11.13. This Contract may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

11.14. In the event that any provision of this Contract is held to be unenforceable under applicable law, this Contract will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

12. CERTIFICATION FOR FEDERAL OR STATE AID CONTRACTS (IF APPLICABLE)

12.1. Should this Contract, or any portion thereof, be funded with federal or state aid, Contractor certifies, by signing this Contract, to the best of its knowledge and belief, that:

12.1.1. No federal or state appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal or state agency, an elected member of federal or state government, an officer or employee of an elected member of federal or state government, in connection with the award of any federal or state contract, the making of any federal or state grant, the making of any federal or state loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.

12.1.2. If any funds other than federal or state appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee

of any federal or state agency, an elected member of federal or state government an officer or employee of an elected member of federal or state government in connection with this contract, the undersigned shall complete and submit a "Disclosure Form to Report Lobbying," in accordance with its instructions.

12.1.3. The signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership):

12.1.3.1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal or state agency;

12.1.3.2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal or state agency within the past three years;

12.1.3.3. Does not have a proposed debarment pending; and

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
[Signature and Acknowledgment Pages to Follow]

DRAFT

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

DATED: _____, 2025 CITY OF NEWBURGH

By: _____
Name: Todd Venning
Title: City Manager

DATED: _____, 2025 [NAME]

By: _____
Name:
Title:

DRAFT

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

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

_____
NOTARY PUBLIC

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

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

_____
NOTARY PUBLIC

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[Schedules to Follow]

SCHEDULE A – Solicitation #10.25, Sections 1 through 11

DRAFT

13. SUBMITTAL FORM A – BID FORM WITH TECHNICAL PROPOSAL

I(We) hereby propose the following bid for 36th Annual International Festival fireworks display at Delano Hitch Park, 375 Washington Street, Newburgh, NY 12550 in accordance with the IFB solicitation. By signing and submitting this bid for consideration by the City of Newburgh, I (We) acknowledge that I (We) have read, understand and agree to all aspects of the requirements of this IFB as presented without reservation or alteration.

The submitted Bid Price is for Sunday, August 31, 2025 or the rain date of Monday, September 1, 2025. No additional charges or fees will be paid if event is held on the rain date.

Bid Price $16,000.00

Attach:

TECHNICAL PROPOSAL

- Length of Display (minimum 20-25 minutes)
- A description of the display i.e., opening, main, finale, etc.
- A description of shells to be used in the show along with the total number of each type of shell, size of shell (circumference).

Company: STARFIRE CORPORATION Phone # 860-4486 Email CHARLIE@STARFIRECORPORATION.COM

Submitted By _____

Signature of Authorized Representative

Printed Name/Title/Date CHARLES RAFFA VP SALES 7-10-25

14. SUBMITTAL FORM B – COMPANY INFORMATION

(IF NECESSARY, ATTACH DOCUMENTATION TO SUPPORT RESPONSE)

1. Is the company registered to do business in the State of New York? YES

2. Provide information on management and staff experience and their training. Include certifications.

SEE ATTACHED

3. Have you been awarded and performed in the last three (3) years at least two (2) fireworks display events for a municipality or public entity? The contract should be for similar services required by this solicitation. Describe and provide reference(s). YES

SEE ATTACHED

Company: STARFIRE CORPORATION Phone # 800-806-4486 Email _____

Submitted By _____

Signature of Authorized Representative

Printed Name/Title/Date CHARLES RAPPA VP SALES 7-10-25

15. SUBMITTAL FORM C – BIDDER ACKNOWLEDGEMENT FORM

The undersigned certified, to the best of his/her knowledge and belief, that the Contractor and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

- Have not within a three-year period preceding the proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification;

- Have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

- By signing and submitting this Form for consideration by the City of Newburgh, I (We) acknowledge that I (We) have read, understand and agree to all aspects of the requirements of this solicitation as presented without reservation or alteration.

Company: STARFIRE CORPORATION Phone # 800 806 4486 Email CHARLIE@STARFIRECORPORATION.COM

Submitted By _____

Signature of Authorized Representative

Printed Name/Title/Date CHARLES RAPPA VP SALES 7-10-25

Date 7-10-25

16. SUBMITTAL FORM D – NON-COLLUSION

NON-COLLUSION BIDDING AFFIDAVIT

CITY OF NEWBURGH

STATE of PA)
) SS:
County of CAMBRIA)

I, Audrey Jean Terrizzi of the (Town, Village, City) of Northern Cambria in the County of Cambria and the State of Pennsylvania of full age, being duly sworn according to law on my oath depose and say that:

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

I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by STARFIRE CORPORATION.
(Name of Contractor)

Subscribed and sworn to: Audrey Jean Terrizzi
(Signature of Affiant above in ***BLUE*** Ink; type or print name/title below)

Name: Audrey Jean Terrizzi Title: President

Before me this 7th day
of July, 2025

Katy Lynn Peters
Notary Public of

My commission expires: February 27, 2028

AFFIX NOTARY SEAL OR STAMP IN THIS BOX

Commonwealth of Pennsylvania - Notary Seal
KATY LYNN PETERS - Notary Public
Cambria County
My Commission Expires February 27, 2028
Commission Number 1442878

THIS AFFIDAVIT MUST BE COMPLETED BY ALL BIDDERS

17. SUBMITTAL FORM E – CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) §165-a and New York General Municipal Law §103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL §165-a (3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL §165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time of the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the City receive information that a Bidder/Contractor is in violation of the above-referenced certification, the City will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the City shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The City reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, Audrey Jean Terrizzi, being duly sworn, deposes and says that he/she is the President of the Starfire Corporation Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

Audrey Jean Terrizzi
SIGNED

Sworn to before me this 7th Day of July, 2025

KatyLynn Peters
Notary Public

Commonwealth of Pennsylvania - Notary Seal
KATY LYNN PETERS - Notary Public
Cambria County
My Commission Expires February 27, 2028
Commission Number 1442878

STARFIRE CORPORATION

Technical & Creative Proposal

CONCEPT



DESIGN



PRODUCTION



STARFIRE CORPORATION

PRESENTS

NEWBURGH
36TH ANNUAL FESTIVAL
Fireworks Spectacular
AUGUST 31, 2025

Featuring

- The Most Creative Pyrotechnical Staff in the Business.
- A Huge Variety of World Class Quality Aerial Pyrotechnics.
- Comprehensive Insurance Coverage on an Occurrence Form Basis, with a World-Known, Top Rated Carrier.
- Our Professional Media and Public Relations Department to Assist you in Event Promotion.
- A Logistical Team and Office Staff who are Totally Dedicated to the Success of Your Fireworks Program.
- Our State-of-the-Art, Multi Media Production Services, featuring program media on the latest digital format.
- Spectacular computer designed, digitally fired fireworks performances, featuring the Fire One® computer system.

NEWBURGH
36TH ANNUAL
INTERNATIONAL FESTIVAL
20-25 MINUTE PROGRAM

FIREWORKS INVENTORY SNAPSHOT

OPENING SEGMENT

SPECIAL BARRAGES
PG 2

BODY OF PROGRAM

SPECIAL BARRAGES
PG. 2

GRAND FINALE

SPECIAL BARRAGES PG2

Proposed Inventory
Aerial Shell Segment
AUGUST 31, 2025
Program Value: $16,000



STARFIRE CORPORATION



NEWBURGH

GRAND ILLUMINATIONS

"Multi-Theater Performances"

(any combination of effects below may be utilized)

SAMPLING OF FIREWORKS INVENTORY PG 1

SPECIAL EFFECT BARRAGE ILLUMINATIONS	Formation
25 SHOT INSTANT SILVER THUNDER	|/
19 SHOT GOLD TITANIUM WILLOW	\\\\\|////
19 SHOT GOLD WILLOW WITH BLUE	|/
36 SHOT RED & GREEN THUNDER	V
65 SHOT BROCADE & STROBE	\\V//
49 SHOT WHITE BROCADE & STROBE	|||||
49 SHOT SILVER THUNDER	\\V//
49 SHOT WHITE STROBE MINE BURST	|||||
49 SHOT BROCADE FAN WITH REPORT	|/
49 SHOT VARIEGATED GOLD CROWN	|||||
49 SHOT BROCADE	\\\\\|////
84 SHOT DREAM WEAVER	\\\\\|////
399 SHOT FLOWER EXHIBITION	\\V//
49 SHOT STRAIGHT BROCADE TAIL TO GOLD PINE W/RED, GREEN,	||||
49 SHOT STRAIGHT NISHIKI WILLOW W/GOLD RAIN	\\\\\|////
49 SHOT GOLD GLITTERING TAIL TO GLITTERING CROSSETTE	|||||
25 SHOT R,W,B TAILS TO SILVER THUNDER	\\\\\|////
100 SHOT MULTI COLOR TAILS TO SILVER THUNDER	\\V//

NEWBURGH

GRAND ILLUMINATIONS

"Multi-Theater Performances"

(any combination of effects below may be utilized)

SAMPLING OF FIREWORKS INVENTORY PG 2

SPECIAL EFFECT BARRAGE ILLUMINATIONS	Formation
42 SHOT BROCADE CROWN MINE TO BROCADE CROWN CHRYSANTHE-	\ | /
49 SHOT STRAIGHT BROCADE MINE TO BROCADE CROWN	\\\\\|////
49 SHOT FAN BROCADE MINE TO BROCADE CROWN	\ | /
49 SHOT STRAIGHT GOLD CRACKLING TAIL TO TI-GOLD PALM WITH	\ /
49 SHOT STRAIGHT BROCADE BREAK ALTERNATE WHITE STROBE COLOR	\\\///
25 SHOT M-25 AIRBURST	| | | | |
25 SHOT BLUE WILLOW	\\\///
25 SHOT RED CHRYSANTHEMUM	| | | | |
49 SHOT TITANIUM GOLD COCONUT TAIL, GOLD PINE WITH RED, GREEN	\ | /
60 SHOT TITANIUM GOLD COCONUT TO SILVER CHRYSANTHEMUM MINE, TITANIUM GOLD COCONUT TO COLOR	| | | | |
49 SHOT RED AND BLUE MINE TO GOLD CROWN HORSETAIL	\\\\\|////
48 SHOT BLUE MINE, RED TAIL AND TITANIUM GOLD COCONUT WITH PUR-	\\\\\|////
42 SHOT BLUE TAIL TO GOLD NISHIKI WILLOW & BLUE STAR	\\\///
42 SHOT BLUE TAIL TO SPECIAL STROBE BROCADE CROWN	
42 SHOT BLUE TAIL TO SILVER NISHIKI WILLOW	\\\\\|////
49 SHOT TI-GOLD COCONUT TAIL NISHIKI WITH BIG COLOR DAHLIA	| | | | |
50 SHOT GOLD GLITTERING WILLOW COMET & BLUE COMET W/GREEN	\\\\\|////
36 SHOT GOLD SPINNER TAIL, RED STROBE & BLUE DAHLIA & GOLD	\\\///

NEWBURGH

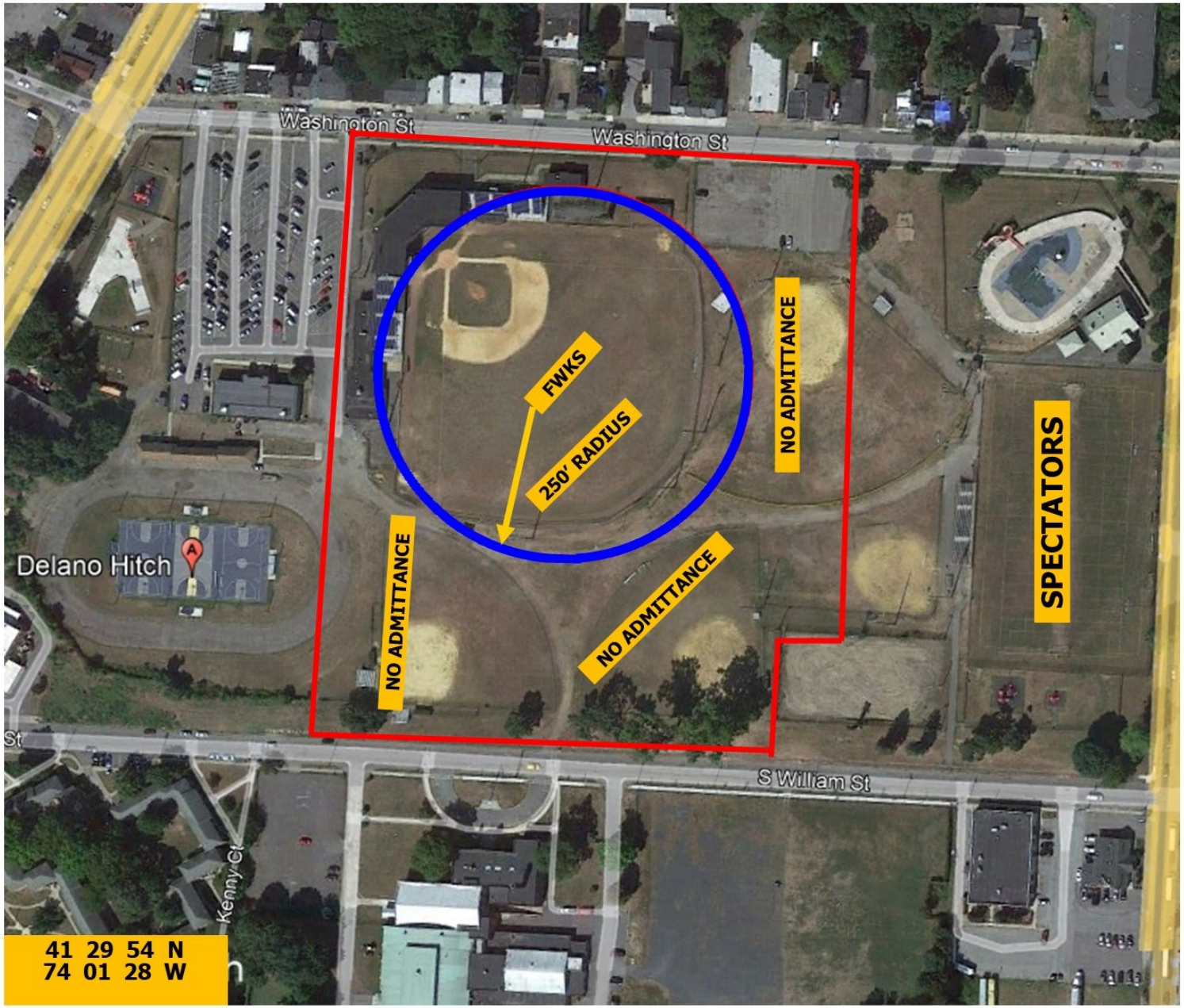
GRAND ILLUMINATIONS

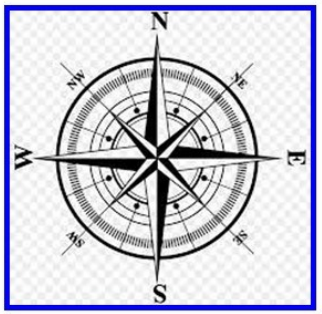
"Multi-Theater Performances"

(any combination of effects below may be utilized)

SAMPLING OF FIREWORKS INVENTORY PG 3

SPECIAL EFFECT BARRAGE ILLUMINATIONS	Formation
49 SHOT FAN GOLD CROWN HORSETAIL WITH PURPLE TIPS	|/
49 SHOT WHITE STROBE, RED STROBE, GREEN STROBE AND BLUE STAR	\\\\\|////
50 SHOT GREEN STROBE MINE TIME RAIN WILLOW COMET & BLUE COMET,	|/
56 SHOT GOLD SPINNER NISHIKI WITH BLUE STAR AND GOLD STROBE	\/
60 SHOT STRAIGHT WHISTLE TO THUNDER	\\\///
49 SHOT TIME RAIN WILLOW WITH COLOR STROBE	|||||
81 SHOT NISHIKI WITH NEON COLOR DAHLIA WITH GOLD CHRYSANTHE-MUM WITH BLUE TAIL	\\\///
77 SHOT	|||||
101 SHOT COMPOUND CAKE	|/
130 SHOT COMPOUND CAKE	|||||
100 S PENTAGON FAN BROC CROWN MINE & BLUE MINE 1.3G	||||
480 S CHANGING DRAGON 1.3G	\\\\\|////
1000 S FEELING IN SNOW Z SHAPE 1.3G	|||||
1000 S WHISTLING DRAGON 1.3G	\\\\\|////
1000 S BUMPER HARVEST 1.3G	\\\//





CITY OF NEWBURGH

250' RADIUS

401 WASHINGTON STREET NEWBURGH, NY 12550

STARFIRE CORPORATION

REFERENCES

STARFIRE CORPORATION

STARFIRE CORPORATION
566 Theater Rd, PO Box 179
ST. Benedict, PA 15773
631-624-4976 ph 814-344-9222 fax

STARFIRE CORPORATION

CONFIDENTIAL DO NOT DISTRIBUTE

Recent Clients / Venues

Ms. Linda Tuminello
Parks & Recreation
Village of Massapequa Park
Massapequa Park, NY **516-798-0244**

Ms. Barbara Badler
Director, Special Events
Town of Hempstead
Hempstead, NY **516-292-9000**

Mr. Kevin Cook
Special Events Manager
Westchester County Parks
White Plains, NY **14-760-0603**

Ms. Claudia Armendinger
Special Events
Village of Island Park
Island Park, NY **516-431-0600**

Additional References Furnished Upon Request

STARFIRE CORPORATION

36TH ANNUAL FESTIVAL

Management Team

EXECUTIVE PRODUCER

Works directly with your Event Staff covering all ends of the spectrum. Responsible for reporting directly to the Sr. Design Producer and is the “go-to” or point person for the entire project enterprise. All project managers directly report to the Executive Producer, allowing for a smooth and efficient chain of command.

PROJECT MANAGER

This role oversees the entire project enterprise. In addition, this role oversees the coordination of personnel, equipment, and all matters pertaining to the smooth and efficient deployment of the programs. The Project Manager insures that design is properly met and is appropriate for the Venues. The Project Manager also handles all communication issues, as well as, equipment and firing system installation and on site maintenance.

VENUE, SAFETY & COMPLIANCE MANAGER (SCM*)*

The Venue Manager is responsible for the coordination of all activities at the Venues. This Manager oversees the physical set-up, discharge, and strike of all pyrotechnics and equipment at all the assigned venues. The VSCM oversees the set-up and use of the firing system to ensure functionality in accordance to design specs.

TECHNICIANS

Technicians are responsible for the physical assembly and installation of all equipment based on the final design specifications. Technicians are responsible for the installation of all pyrotechnic devices used at the various venues. The Technicians are also responsible for setup and strike of firing cue

Technical Crew Assignments

36TH ANNUAL FESTIVAL

SAMPLING OF LEAD PERSONEL

Charlie Rappa **Executive Producer 40 years experience**

Ralph Piacquadio Chief Designer 30 years experience.
(See Next Page)

Aaron Rosenwieg Project Manager
Class A Technician 30 years experience.

Dave Benini Venue Safety Compliance Manager
Class A Technician 35 years experience.
Licensed in NY, NJ, CT, MA, DE, MD

Vin Mazza Class A Technician 15 years experience
Licensed in NY, NJ,

Assistant Technicians TBD



NY METS



CITY OF PITTSBURGH



PYRO ARCH

CORPORATE HEADQUATERS
566 THEATER RD. PO BOX 179
ST. BENEDICT, PA 15773
800-806-4486

Ralph Piacquadio

CHIEF DESIGNER
(Partial List)

Philadelphia, PA
(Multiple shows over 11 years)
"Welcome America" (Museum of Art)
"2 Cities 2 States" (Barges Penn's Landing)
Penn's Landing New Year's Eve (Barges Penn's Landing)
Philadelphia Phillies
Philadelphia Eagles (Opening of Lincoln Financial Field)

Design/Production Pyrotechnics for Sports Teams:
New York Mets
Miami Marlins
Cleveland Indians
Philadelphia Phillies
Akron Aeros
Pittsburgh Steelers
Philadelphia Eagles
Cleveland Browns
Toledo Mud Hens

Houston, TX Super Bowl XXXVIII Halftime Pyrotechnics

City Show - Pittsburgh , PA
(2009, 2011, 2012, 2015, 2017, 2018)
July 4th (Barges Ohio River)

City Show - Columbus, OH
(2003 thru 2019)
"Red, White & Boom" (Downtown Columbus)

City Show – Toledo, OH
(2017, 2018, 2019)

City Show – Fair St. Louis, MO
(2017, 2018, 2019)
Boston, MA
Democratic National Convention (Barges Charles River)

Montreal, Canada
Gold Jupiter Winner
L'International des Faux Loto-Quebec Pyromusical Competition

OUTDOOR HIGH ALTITUDE AERIAL EFFECTS AND DESCRIPTIONS



Outdoor Aerial Fireworks

Shell sizes are available according to site dimensions

CHRYSANTHEMUM SHELLS - Brilliant colors in a perfectly round burst. Most shells feature rising effects such as rising comet tails or rising whistles. Inventory includes:

- *Strobing Two Color Changing "Ghost" Shells*
- *Glittering Silver and Wave series*
- *Crackling Chrysanthemums*
- *Gold Spider*

SPECIAL EFFECT SHELLS

- *Screaming Whistle Shells*
- *Electric Storm Shells (dragon eggs)*
- *Gold Flitter*
- *Spider (Gold, Silver)*
- *Two Break Color and Report*
- *Magnesium Combo*

SALUTE AND THUNDER SHELLS - A variety of effects that incorporate powerful reports into their display. Featuring:

- *Artillery Titanium, Thunder Blossom, Battle Clouds*

STROBE, TWINKLING AND SPARKLING STAR SHELLS - A variety of beautiful twinkling star shells, featuring:

- *Strobe Shells (Red, White, Silver, Green)*
- *Flashing Light Shells (Pink, Gold, Silver, Red, Green)*
- *Sparkling Light Shells (Gold, Red, Green, Silver)*
- *Twinkling Stars (Spangle, Silver, Gold)*

MULTI-COLORED JAPANESE STYLE PEONIES - Variegated colors in a spherical burst resembling a peony flower, many with rising effects (tails, flowers, whistles, etc).

- *Color Changing Peony (Two, Three or Four Color Changes)*
- *Peony With Pistil*

SPECIAL AND MULTI-PATTERN SHELLS *- Forming fantastic, unusual patterns.

- *Olympic Ring Pattern, Happy Face Pattern, Five-Pointed Star (White, Red, Blue) Red*
- *Snail Pattern with Drifting Purple Small Flowers, Saturn Planet, Bow Tie Pattern, Hourglass with Color Ring Diamond , Shamrock, Club Pattern with Strobing Center, Gold Hour Glass with Red or Blue Ring, Red—White—Blue Shell of Shell Rings, Umbrella Pattern, Kiddy Fishes in Crowds with Crackling Stars, Stained Glass, Poinsettia Pattern—Variegated Colors, Sunflower Pattern, Butterfly in Circle Pattern, 3-D Tetrahedron Pattern*

Outdoor Aerial Fireworks

PALM TREE SHELLS - A huge palm tree with rising comet tails.

- *Blue Palm Tree with Yellow Trunk, Green Palm Tree Shell of Shells, Glitter Palm with Glittering Comet Tail, Crackling Palm Tree with Rising Crackling Tail, Red Coconut Leaves*

MULTI-BREAK SHELL OF SHELLS - A variety of effects that incorporate hundreds of components into their display.

- *Thousands of Colorful Strobes, Thousands of Brocade Waterfall, Thousands of Glittering Kamuro*
- *Artillery Titanium, Thundering Blossom, Battle in the Clouds*

JAPANESE BROCADE WATERFALL - It looks just like a shimmering golden waterfall high in the sky. (Also in shell-of-shells variety)

SHATTERING GLASS - Looks like glass shattering - Very Different! Yellow to Red color changing stars with Glitter Strobe effects.

WAGON WHEEL COMET - A Huge break of a Glitter Ring pattern with comets protruding from center to form the pattern of a wheel. Very Unique.

MAG ILLUMINATORS - Super flights that are intensely bright.

GO-GETTERS - Rich, vibrant colors featuring Violet, Bright Red and Rich Emerald Green. Shell breaks soft - then waves of corkscrew erratic propulsion in every direction.

COMET SHELLS - A variety of special effects.

- *Split Comets—Gold Flitter , White Flitter, Crossette—Red, Green, Silver, Glitter, Scattering - Criss Crossing comets, Magic Scatter—Yellow Comet Flower, Snowball Crossette—Long Tailed, Fluffy White Glitter*

ADVANCED EFFECT AND DESIGNER JAPANESE SHELLS

- *Gold Flitter Split Comets, Super Crown, Designer Three and Four Color Change Effects, Eddy In Chrysanthemum*
- *Crackling Dahlia with Crackling Mag Stars Pistil, Farfalle, Diadem with Scrambling Red & Green Comets, Comet Mine Shell of Shells*
- *Brocade Diadem Kamuro Shell of Shells, Floral Shell of Shells with Popping Brocade Small Flowers Pistil, Lightning Bugs (Strobing stars)*
- *Blue Comets to Floral Salute Shell of Shells, Floral Fancy (Chrysanthemum with Ring of Diadem Stars)*
- *Silver Waterfall with Red and Blue Scrambling Comets, Palm Flowers (Palm Tree without trunk)*
- *Japanese Kaleidoscope with Color Pistil, Circle of Bouquets—Assorted Colors, Magic Peony, Spangle Peony with Coconut Core*

Outdoor Aerial Fireworks

Opening Scene & Grand Finale

Level 1: Multi-Shot Fanned Crossette Barrage
Level 2: Aerial Shells in Three-Inch Color & Titanium Salute Shells
Level 3: Huge Aerial Shells blossom over the top

Starfire is known for MANUFACTURING and producing the most exciting Openings and Grand Finales in the business. We use special effect, and multi-break shells, rising flowers and tails, along with large support shells, all timed to allow for a continuous barrage.

Most finales are ***TWIN—THEATER*** presentations, designed to be displayed from **two locations** simultaneously:

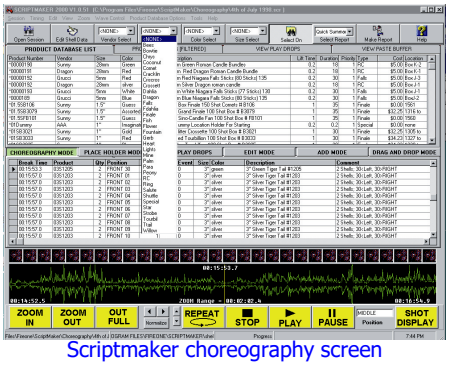
- **Special Color Shell "Fan"** - Hundreds of spectacular Japanese-style shells volley into the sky into a widely "**fanned**" overlay of multi-colored floral patterns.
- **Titanium Salute Shells w/ Silver Tails** - The color shells are joined by a bombardment of electric flash salutes, again exploding into a wide fan pattern for maximum coverage. All salutes are followed by brilliant magnesium comets.
- **Multi Break Shells** - The sky now turns into a multi-level barrage of color, and booming reports. High over the top of the finale, huge oriental chrysanthemum bursts soar up to 1,000 feet above the barges.
- **Japanese Special Effect Shells** The heavens ignite with the sights and sounds of a full-scale aerial barrage above pounding flash salutes that are heard for miles around. This scene includes a full multi-level compliment of the most spectacular aerial effects available.

- *Brilliant Brocade Chrysanthemums*
- *Nishiki Kamuro Shells with Spangle Pistil*
- *Popping Brocade Flowers*
- *Color Changing Mums w/ Changing Pistils*
- *Artillery Titanium (Shell of Shells)*
- *Half Blue & Half Red Chrysanthemum w/ Pistil*
- *Brocade Diadem to Twinkle with Strobing Pistil*



Show Design / Choreography

The magic that pulls together all the elements in a pyrotechnic program into one spectacular medium is the choreography - *"the musical marriage of fire and sound."* Using precision "Fire One" choreography software, and pinpoint editing of the musical score, the final result is a dramatic state-of-the-art fireworks performance, precisely fired by dozens of computer modules networked throughout the fireworks staging area. The final theme and mood of the fireworks musical program will be a collaboration of your requirements, the event theme, and our expertise. We will work closely with your production and creative staff to exactly match your specifications. Included with our media production is broadcast quality professional narration, and celebrity narration is available upon request.



Scriptmaker choreography screen



Our Fire One Choreography network system.

Advanced Technology

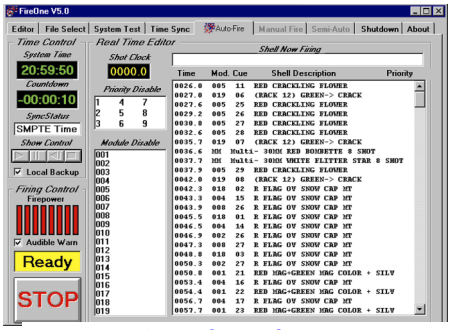


All our World-Class programs begin in our multi-track studio, where the layers of the musical production track are first assembled*. Upon approval, this final mix is combined with other production elements such as narration, and then output to a digital medium, such as CD or Mini-Disk. It is then prepared for the process for precise computer designed choreography with the fireworks effects. The software, "Scriptmaker", is the most precise and intuitive in the industry, allowing for the exact placement and triggering of literally thousands of simultaneous firings throughout the staging network, a feat not possible with any other mode of firing. Whether displayed from one, two or ten or more firing locations, the pyrotechnic effects are seen to lift into the sky and display at the same precise instant, a truly unprecedented pyrotechnic accomplishment.



Before and during the event, our media team will work seamlessly with your event media partners to bring the soundtrack to life, whether by local radio station, event sound system, or television. Our media experience and capabilities are head and shoulders above our competition and will guarantee you a flawless production.

**** Music and choreography available upon special order only.***



Fire One software firing screen

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/23/2025

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

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

PRODUCER Acrisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 216-658-7100 **FAX (A/C, No):** 216-658-7101 **E-MAIL ADDRESS:** info@brittongallagher.com
INSURED 3074 Starfire Corporation 566 Theatre Road St. Benedict PA 15773	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** JAMES RIVER INS CO — 12203 **INSURER B :** Arch Speciality Ins Co — 21199 **INSURER C :** Everest Denali Insurance Company — 16044 **INSURER D :** Axis Surplus Insurance Company — 26620 **INSURER E :** Pa State Workers' Ins. Fund — 27677 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1202124445 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	00126603-3	1/22/2025	1/22/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 50,000 $ $ 1,000,000 $ 3,000,000 $ 2,000,000 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	GCD0010058-251	1/22/2025	1/22/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
D	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $	Y	Y	P-001-000762543-05	1/22/2025	1/22/2026	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
E	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		06261092 (PA)	3/22/2024	3/22/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Excess Liability #2	Y	Y	UXP1048011-03	1/22/2025	1/22/2026	Each Occ/ Aggregate Total Combined Excess	$5,000,000 $9,000,000

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

PROOF OF INSURANCE

CERTIFICATE HOLDER

Starfire Corporation
566 Theatre Rd.
PO Box 179
St Benedict PA 15773

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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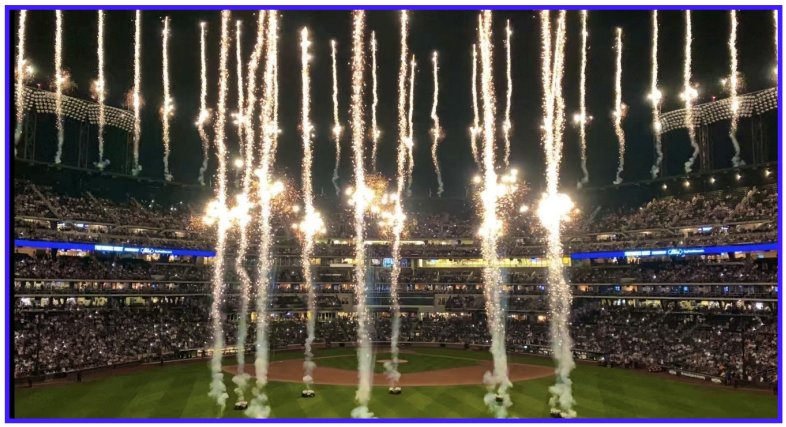
SCOPE OF SERVICES

PROGRAM VALUE: $16,000

Proposals pricing is valid for 60 days from postmarked date

OTHER SERVICES:

INSURANCE LIABILITY COVERAGE*:
Insurance: $10,000,000 General Liability
$5,000,000 Motor Carrier





***WORKER'S COMPENSATION*:**
Full coverage as required by law.

***U.S. LONGSHOREMAN & HARBOR WORKER'S ACT*:**
We provide full coverage for Pyrotechnicians who perform fireworks exhibitions on barge based programs.

***COMPLIANCE*:** **Starfire Inc. strictly adheres to the following requirements:**

- ***NFPA 1123, BATF, OSHA***
- ***U.S. Department of Transportation***
- ***U.S. Coast Guard***

VISIT US AT WWW.STARFIRECORPORATION.COM

800-806-4486

© STARFIRE CORPORATION Contents, pricing & quantities of this proposal are valid for 60 days

CONFIDENTIAL INFORMATION—The data on all pages of this proposal is proprietary, and is to be accorded confidential treatment. This proposal and its contents shall not be disclosed other than to the official representatives of the organization listed on the cover, and only then when used in the evaluation of this proposal for awarding a contract. Any reproduction of the contents of this proposal, whether in whole or in part is expressly forbidden. STARFIRE CORPORATION requests that all the information included in this proposal submission be safeguarded from release pursuant to any request under the Freedom of Information Law (FOIL) of your state, or any other state or jurisdiction, as it may result in a competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of STARFIRE CORPORATION Photocopies forbidden without permission of STARFIRE CORPORATION.

CONTENT SUBJECT TO REDESIGN: We reserve the right to make substitutions in the products, types, quantities and sizes listed herein, provided such substitutions are in accordance with NFPA 1123. The value of this program among other production elements, is based on the programs esthetic look. Different firework effects and shells of the same size may have significantly different values, therefore, a fireworks program can never be valued on shell counts alone. * Insurance limits are valid through our policy period February 15, 2025—February 15, 2026 (Policy subject to renewal at that time)

RESOLUTION NO.: _____ - 2025

OF

AUGUST 11, 2025

A RESOLUTION TO AUTHORIZE THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT FOR GAS SUPPLY TO THE CITY OF NEWBURGH FOR THE BEST VALUE TERM TO THE LOWEST RESPONSIBLE BIDDER

WHEREAS, on behalf of the City of Newburgh, M&R Energy Resources Corporation has duly advertised for bids for the electric supply services contract and for gas supply services contract in 2015, 2017, 2019, 2021, 2023 and 2024; and

WHEREAS, M&R Energy Resources Corporation continues to monitor the New York gas market to lock in rates for a term that provides the best value to the City in order to obtain the best possible pricing and yield predictable natural gas costs for the next contract period; and

WHEREAS, securing the lowest bid and locking in the greatest annual savings, gas supply services contract will occur between City Council meetings; and

WHEREAS, the City Council finds that authorizing M&R Energy Resources Corporation to duly advertise for bids for the gas supply services contract and to open and return said bids and authorizing the City Manager to execute contracts for the best possible pricing and term to yield predictable natural gas costs for the new contract period is in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the gas supply services contract be and hereby is awarded to the lowest responsible bidder, providing for the best value term, and that the City Manager be and he is hereby authorized to execute a contract for the provision of gas services, with all such terms and conditions as may be required by the Corporation Counsel and subject to ratification of the final term and pricing by this Council.

PRICING PROPOSAL

START DATE
11/01/25

USAGE
121,808 thm

COMMODITY
Natural Gas

UTILITY
Central Hudson

PREPARED FOR

Customer Name	City of Newburgh
Contact	Todd Venning
Phone	(845) 569-7301
Address	City Hall 83 Broadway
City, State, Zip	Newburgh, NY 12550

YOUR ENERGY REPRESENTATIVE

Name	Melissa Cobuzzi
Phone	(845) 534-5462
Email	mmassimi@mandrenergy.com

ACCOUNT INFORMATION

Meter Count	12
Annual thm	121,808
Peak thm	16,359

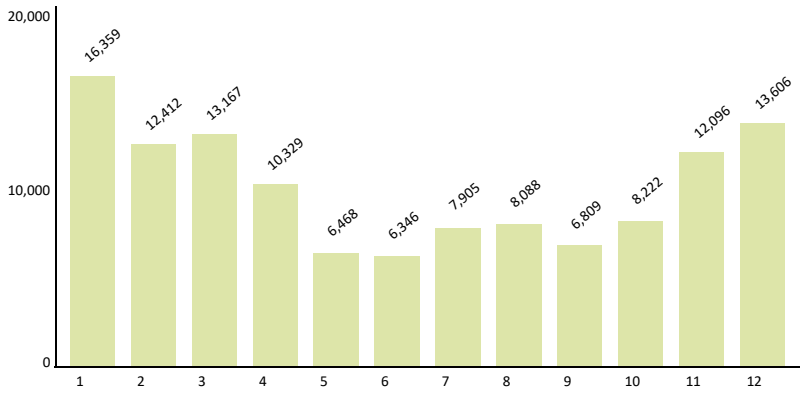
PRICING SUMMARY

Quote Date	07/31/25
Quote Expiration	07/31/25 04:00 PM EST
Current Price	$0.53980

Supplier	Product type and name	6	7
UGI Energy Services	Fixed - UCB-Oct2025 start	NA	0.52044
Direct Energy	Fixed - Dual_Winter Oct25-Apr26	NA	0.57170
Direct Energy	Fixed - Dual	0.57520	NA
ENGIE	Fixed - UCB	0.66170	NA
Sprague Energy	Fixed - UCB-10/12 accts	0.72590	NA
	Total Impact	$2,156	$-1,376
	End Date	04/30/26	05/31/26
	thm	60,904	71,055

Year	Month	Total thm
2025	1	16,359
2025	2	12,412
2025	3	13,167
2025	4	10,329
2025	5	6,468
2025	6	6,346
2024	7	7,905
2024	8	8,088
2024	9	6,809
2024	10	8,222
2024	11	12,096
2024	12	13,606

USAGE HISTORY



City of Newburgh – Energy Procurement Summary

Meeting – Wednesday, July 30, 2025

Current Contract:

January 2024 - 2026	$0.09548 per kWh
Annual kWh	6,946,053
Renewal Pricing:	Requested

Electric Procurement History:

January 2024 – 2026:	**$0.09548**
January 2022 – 2024:	$0.07797
January 2020 – 2022	$0.05720
January 2018 - 2020:	$0.06337
December 2015 - 2017:	$0.06683

Natural Gas – Projected Renewal Pricing:

Low Bidder Direct Energy:	**$.57170**	**See attached bids.**

Natural Gas Procurement History:

October 2024 – April 2025:	$0.5398
October 2023 – April 2024:	$0.5209

RESOLUTION NO.: _____ - 2025

OF

AUGUST 11, 2025

A RESOLUTION ADOPTING THE CITY OF NEWBURGH REFRESHMENT POLICY AND PROCEDURE

WHEREAS, the City Council of the City of Newburgh finds that establishing a policy and procedure for providing refreshments at activities hosted and/or sponsored by City of Newburgh elected officials, boards and commissions, and City staff to ensure compliance with applicable laws, rules and regulations; the same being in the best interests of the City of Newburgh;

BE IT RESOLVED, that the City Council of the City of Newburgh, New York hereby adopts the City of Newburgh Refreshment Policy and Procedure, a copy of which is attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED, that this City of Newburgh Refreshment Policy and Procedure shall take effect on August 15, 2025.

CITY OF NEWBURGH

Office of the City Manager

83 Broadway, Newburgh, New York 12550

(845) 569-7301 • www.cityofnewburgh-ny.gov

RESOLUTION TBD

SUBJECT: Refreshment Policy and Procedures

I. PURPOSE

The purpose of this memorandum is to set forth the policies and procedures for providing refreshments at activities hosted and/or sponsored by City of Newburgh elected officials, boards and commissions, and City staff. This policy is written to ensure compliance with all City and State rules and regulations.

The policy does not apply to business meals - A "business meal" is a meal whereat a person or persons are entertained by a City officer or employee for the purpose of encouraging or developing business activity in the City of Newburgh. The business meal policy is established under Section 65-6 of the City of Newburgh Code.

II. GENERAL

Public official municipal functions may serve refreshments as long as the refreshments are merely incidental to the lawful municipal purpose of holding such functions and the expenditure is a reasonable sum of money.

III. DEFINITIONS

As used in this Policy, the following terms shall have the meanings indicated:

Activity: means a meeting, training, event, conference, town hall, listening and/or visioning session, community outreach or other similar function, organized, conducted and/or sponsored by any City Councilmember, board or commission, or employee.

Refreshment(s) means food and beverages to be served during an activity.

IV. CRITERIA/ELIGIBILITY

A. All activities for which refreshments are proposed to be purchased and served must be in furtherance of a proper public purpose.

B. The Office of the Comptroller will be responsible for ensuring compliance with this policy.

C. The activity for which refreshments are proposed to be served must have a funding source in the City's annual budget, an event permit, grant contract, or an applicable City policy, procedure or Council resolution.

D. City of Newburgh is a tax-exempt entity. Refreshment purchases in NYS must not include sales tax.

E. Municipal expenditures are ***never allowed*** for refreshments purchased for the sole purpose of entertaining the press or for alcoholic beverages.

V. PROCESS

A. Activity must be authorized or approved under an applicable Chapter of the City Code of Ordinances, City Policy and/or Procedure, City program, event permit, grant contract or Council Resolution.

B. Refreshments must be ordered and or purchased under the City's Procurement Policy and Procedure.

C. Refreshment list and costs must be submitted to the Comptroller or the Comptroller's designee at least 14 days prior to date by which the refreshments must be ordered or purchased.

D. Payments for refreshments must be made under the City's Accounts Payable Policy and Procedure.

E. Receipts for purchase must be obtained and submitted in order for reimbursement for refreshments to be issued for purchases that are not procured and paid by purchase order.

F. Where the City Manager has previously approved a public municipal function, refreshments listed in Section VII may be purchased for such municipal function.

G. Refreshments not included on the Section VII approved list must be pre-approved by the Comptroller and the City Manager.

VI. FAILURE TO COMPLY

In the event that refreshments are ordered and/or purchased without following this policy and procedure, the City will reject reimbursement and the individual who submitted the order or completed the purchase will be responsible for all costs, surcharges and/or penalties.

VII. REFRESHMENT PROCUREMENT FORM – See attached.

Todd Venning
City Manager/CEO

CITY OF NEWBURGH

FINANCE DEPARTMENT

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

Todd Venning (CFO)
Director of Finance

David Troung
Assistant City Comptroller

Robert VanVlack
City Purchasing Agent

REFRESHMENT PROCUREMENT FORM

APPLICANT INFORMATION

Department: _____ **Date:** _____

Applicant Name: _____
Last Name First Name M.I.

Applicant Phone: _____ **Applicant E-mail:** _____

Municipal Function: _____

EVENT INFORMATION

Event Name: _____ **Event Date:** _____

Event Location: *(provide exact location of the proposed event below)*

Event Start Time: _____ **Event End Time:** _____

Estimated # of Attendees: _____

REFRESHMENT INFORMATION

Refreshments Never Allowed

- *Refreshments purchased for the sole purpose of entertaining the press*
- *Alcoholic beverages*

Covered Refreshments *(Indicate the refreshment type, number of persons to be served and cost below)*

For Example:

# of each	*Type*	*# to be served*	*$*	*Cost*
1	*Breakfast Tray*	*25*	*$*	*77.99*

REFRESHMENT INFORMATION CONT.

Covered Refreshments *(Indicate the refreshment type, number of persons to be served and cost below)*

# of each	*Type*	*# to be served*	*$ cost*
	Breakfast Tray		**$**
	Fruit Platter		**$**
	Vegetable Platter		**$**
	Cheese Platter		**$**
	Giant Hero		**$**
	Cookie Tray		**$**
	Box of Joe Coffee		**$**
	Bottled Water		**$**
	Other:		**$**
	Other:		**$**
	Other:		**$**

Additional Information: _____

Refreshments not included on this approved list must be pre-authorized by the Comptroller and the City Manager and included under "Other" above with additional information provided as necessary

CERTIFICATION AND SIGNATURE

I certify that my answers are true and complete to the best of my knowledge.

Name of Applicant: _____

Signature of Applicant: _____ Date: _____

FOR REFERENCE ONLY

Approved Refreshment options with recommended prices (Serves 25-30)

Breakfast Trays – assortment	$77.99	Avg $3.12 pp
Fruit Platter	$59.99	Avg $2.00 pp
Vegetable Platter	$54.99	Avg $1.83 pp
Cheese Platter	$59.99	Avg $2.00 pp
Giant Hero	$129.99	Avg $4.64 pp
Cookie Tray	$52.99	Avg $1.77 pp
Box of Coffee	$17.99	Avg $2.25 per cup
Bottled Water	$ 4.49	BJ's 40 pk (8oz) w/o bottle fee

FOR OFFICE USE ONLY

Corporation Counsel: ☐ Approved ☐ Denied

_____ _____

Corporation Counsel *Date*

Comments: _____

_____

City Comptroller ☐ Approved ☐ Denied

_____ _____

City Comptroller *Date*

Comments: _____

_____

City Manager: ☐ Approved ☐ Denied

_____ _____

Todd Venning, City Manager/CEO *Date*

Special Conditions (if applicable): _____

RESOLUTION NO.: _____-2025

OF

AUGUST 11, 2025

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO EDWARD F. JOHNSTON, JR. TO THE PREMISES KNOWN AS 139-141 WASHINGTON STREET (N/K/A 143 WASHINGTON STREET) (SECTION 39, BLOCK 2, LOT 11)

WHEREAS, on September 7, 1982, the City of Newburgh conveyed property located at 139-141 Washington Street (n/k/a 143 Washington Street), being more accurately described on the official Tax Map of the City of Newburgh as Section 39, Block 2, Lot 11, to Edward F. Johnston, Jr.; and

WHEREAS, the attorney for the current owner, Newburgh Community Land Bank, has requested a release of the restrictive covenants contained in the deed from the City of Newburgh; and

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

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

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 139-141 Washington Street (n/k/a 143 Washington Street), Section 39, Block 2, Lot 11 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated February 24, 1982, from THE CITY OF NEWBURGH to EDWARD F. JOHNSTON, JR., recorded in the Orange County Clerk's Office on January 21, 1987, in Book 2646, Page 194 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2025

THE CITY OF NEWBURGH

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

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

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

_____
Notary Public

Applicant and Recipient Assurances and Certifications

U.S. Department of Housing and Urban Development

OMB Number: 2501-0044
Expiration Date: 2/28/2027

Instructions for the HUD 424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant: [Insert below the Name and title of the Authorized Representative, name of Organization and the date of signature]:

*Authorized Representative Name:

*Title:

*Applicant/Recipient Organization:

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

7. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

8. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

9. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10(b)(1)(iii)).

* Signature:

* Date: (mm/dd/yyyy):

Public Reporting Burden Statement: The public reporting burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 4176, Washington, DC 20410-5000. **Do not send completed HUD 424-B forms to this address.** This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. The Department of Housing and Urban Development is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected provides assurances and certifications for legal requirements related to the administration of this grant program. HUD will use this information to ensure compliance of its grantees. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

RESOLUTION NO.: _____-2025

OF

AUGUST 11, 2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH APPROVING A CABLE FRANCHISE AGREEMENT RENEWAL WITH VERIZON NEW YORK INC.

WHEREAS, an application has been duly made to the City Council of the City of Newburgh, County of Orange, New York, by Verizon New York Inc. ("Verizon"), a corporation organized and existing in good standing under the laws of State of New York, for the approval of a renewal agreement for Verizon's cable television franchise for five (5) years commencing with the date of approval by the Public Service Commission; and

WHEREAS, the franchise renewal agreement would bring the franchise into conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended, and certain court rulings; and

WHEREAS, a public hearing was held in the City of Newburgh, New York on July 14, 2025 at 7:00 p.m. and notice of the hearing dated June 19, 2025 was published in the Mid- Hudson Times and notice of the hearing dated June 18, 2025 was published in the Hudson Valley Press;

NOW, THEREFORE, the City Council of the City of Newburgh, New York finds that:

1. Verizon New York, Inc. has substantially complied with the material terms and conditions of its existing franchise and with applicable law; and

2. Verizon New York, Inc. has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and

3. Verizon New York, Inc. can reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests; and

BE IT FURTHER RESOLVED that the City Council of the City of Newburgh, New York hereby grants the renewal of the cable television franchise of Verizon New York Inc. and the City of Newburgh, New York for five (5) years commencing with the date of approval by the Public Service Commission and expiring five (5) years hence; and

BE IT FURTHER RESOLVED that the City Council of the City of Newburgh, New York hereby approves the cable franchise renewal agreement between the City of Newburgh, New York and Verizon New York Inc.; and

BE IT FURTHER RESOLVED that the City Council of the City of Newburgh, New York hereby authorizes the City Manager to execute the cable franchise renewal agreement between the City of Newburgh, New York and Verizon New York, Inc. on behalf of the City of Newburgh.

The foregoing having received a_____vote was thereby declared adopted.

Dated:

_____

City Clerk

Cable Franchise Renewal Agreement

By and Between

The City of Newburgh

And

Verizon New York Inc.

TABLE OF CONTENTS

ARTICLE		PAGE
1.	DEFINITIONS	2
2.	GRANT OF AUTHORITY; LIMITS AND RESERVATIONS	6
3.	PROVISION OF CABLE SERVICE	9
4.	SYSTEM FACILITIES	10
5.	PEG SERVICES	11
6.	FRANCHISE FEES	12
7.	REPORTS AND RECORDS	13
8.	INSURANCE AND INDEMNIFICATION	14
9.	TRANSFER OF THE FRANCHISE	15
10.	RENEWAL OF FRANCHISE	16
11.	ENFORCEMENT AND TERMINATION OF FRANCHISE	16
12.	MISCELLANEOUS PROVISIONS	18

THIS CABLE FRANCHISE RENEWAL AGREEMENT (the "Franchise" or "Agreement" or "Franchise Agreement") is entered into by and between the City of Newburgh, a validly organized and existing political subdivision of the State of New York (the "Local Franchising Authority" or "LFA") and Verizon New York Inc., a corporation duly organized under the applicable laws of the State of New York (the "Franchisee").

WHEREAS, the LFA is a "franchising authority" in accordance with Title VI of the Communications Act, (*see* 47 U.S.C. §522(10)) and is authorized to grant one or more nonexclusive cable franchises pursuant to Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended;

WHEREAS, the LFA granted to Franchisee effective as of October 24, 2008, a nonexclusive initial Franchise to install, maintain, extend, and operate a Cable System in the LFA for a term of fifteen (15) years (the "Initial Franchise");

WHEREAS, the Franchisee has operated a Cable System in accordance with the Initial Franchise as of the effective date on its existing Telecommunication Services facilities consisting of a Fiber to the Premises Telecommunications Network ("FTTP Network") in the Franchise Area which also transmits Non-Cable Services pursuant to authority granted by Section 27 of the New York Transportation Corporations Law, as amended, and Title II of the Communications Act, which Non-Cable Services are not subject to the Cable Law or Title VI of the Communications Act;

WHEREAS, pursuant to and in accordance with applicable federal and state law, the LFA undertook a process to determine whether it should renew the Initial Franchise and the terms for such a renewal;

WHEREAS, the LFA has examined the past performance of Franchisee and has determined that Franchisee is and has been in material compliance with the Initial Franchise and applicable law;

WHEREAS, the LFA has identified the future cable-related needs and interests of the LFA and its community, has considered and approved the financial, technical and legal qualifications of Franchisee, and has determined that Franchisee's Cable System is adequate and feasible in a full public proceeding affording due process to all parties;

WHEREAS, pursuant to and in accordance with applicable federal and state law, the Franchisee submitted to the LFA a proposal to renew the Initial Franchise to operate a Cable System in the Franchise Area;

WHEREAS, following good faith negotiations between the parties, the Local Franchising Authority and Franchisee have agreed on the terms for a renewal Franchise under which Franchisee will continue to operate its Cable System in the Franchise Area; and

WHEREAS, the LFA has determined that in accordance with the provisions of the Cable Law, this Franchise complies with NY PSC's franchise standards and the grant of a nonexclusive franchise to Franchisee is consistent with the public interest.

NOW, THEREFORE, in consideration of the LFA's grant of a franchise to Franchisee, Franchisee's promise to continue to provide Cable Service to residents of the Franchise Area pursuant to and consistent with the Cable Law (pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

Except as otherwise provided herein, the definitions and word usages set forth in the Cable Law are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel, which Franchisee shall make available to the LFA without charge for Public, Educational, or Governmental noncommercial use for the transmission of video programming as directed by the LFA.

1.2. *Affiliate:* Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.

1.3. *Basic Service:* Any service tier, which includes the retransmission of local television broadcast signals as well as the PEG Access Channels required by this Franchise.

1.4. *Cable Law:* Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended, to the extent authorized under and consistent with federal law.

1.5. *Cable Service* or *Cable Services:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6), as amended.

1.6. *Cable System* or *System:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), as amended.

1.7. *Channel:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4), as amended.

1.8. *Communications Act*: The Communications Act of 1934, as amended.

1.9. *Control:* The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Franchisee's affairs.

1.10. *Educational Access Channel*: An Access Channel available for noncommercial use solely by local public schools and public school districts in the Franchise Area and other not-for-profit educational institutions chartered or licensed by the New York State Department of Education or Board of Regents in the Franchise Area.

1.11. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.12. *Force Majeure*: An event or events reasonably beyond the ability of Franchisee to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, epidemics, strikes, labor disturbances and disputes, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, incidences of terrorism, acts of vandalism, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Franchisee is not primarily responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which Franchisee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.13. *Franchise Area*: The incorporated area (entire existing territorial limits) of the LFA, and such additional areas as may be annexed or acquired.

1.14. *Franchisee:* Verizon New York Inc. and its lawful and permitted successors, assigns and transferees.

1.15. *Government Access Channel*: An Access Channel available for the sole noncommercial use of the LFA.

1.16. *Gross Revenue:* All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Franchisee from the operation of the Cable System to provide Cable Service in the Franchise Area, subject to the following inclusions and exclusions.

1.16.1. Gross Revenue includes, without limitation: all Subscriber and customer revenue earned or accrued net of bad debts including revenue for: (i) Basic Service; (ii) all fees charged to any Subscribers for any and all Cable Service provided by Franchisee over the Cable System in the Franchise Area, including without limitation Cable Service related program guides, the installation, disconnection or reconnection of Cable Service; revenue from late or delinquent charge fees; Cable Service related or repair calls; the provision of converters, remote controls, additional outlets and/or other Cable Service related Subscriber premises equipment, whether by lease or fee; (iii) revenue from the sale or lease of access channel(s) or channel capacity; (iv) fees from video on demand Cable Service and pay-per-view Cable Service; and (v) compensation received by Franchisee that is derived from the operation of Franchisee's Cable System to provide Cable Service with respect to commissions that are paid to Franchisee as compensation for promotion or exhibition of any products or services on the Cable System, such as "home shopping" or a similar channel, subject to the exceptions below. Gross Revenue includes a pro rata portion of all revenue derived by Franchisee pursuant to compensation

arrangements for advertising derived from the operation of Franchisee's Cable System to provide Cable Service within the Franchise Area, subject to the exceptions below. The allocation of home shopping and advertising revenue shall be based on the number of Subscribers in the Franchise Area divided by the total number of subscribers in relation to the relevant local, regional or national compensation arrangement. Advertising commissions paid to third parties shall not be netted against advertising revenue included in Gross Revenue.

1.16.2. Gross Revenue shall not include

1.16.2.1. revenue received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System; bad debts written off by Franchisee in the normal course of its business (provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected); refunds, rebates or discounts made to Subscribers or other third parties; any revenue of Franchisee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, however, that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise shall be included in Gross Revenue; the sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable Franchise Fees from purchaser's customer; the sale of Cable Services to customers, which are exempt, as required or allowed by the LFA including, without limitation, the provision of Cable Services to public institutions as required or permitted herein; any tax of general applicability imposed upon Franchisee or upon Subscribers by a city, state, federal or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable franchise fees); any foregone revenue which Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Franchisee and public institutions or other institutions designated in the Franchise (provided, however, that such foregone revenue which Franchisee chooses not to receive in exchange for trades, barters, services or other items of value shall be included in Gross Revenue); sales of capital assets or sales of surplus equipment; program launch fees, i.e., reimbursement by programmers to Franchisee of marketing costs incurred by Franchisee for the introduction of new programming; directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing; any fees or charges collected from Subscribers or other third parties for any PEG Grant payments; and

1.16.2.2. except as otherwise provided in Subsection 1.16.1, any revenue classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; and any other revenue attributed by Franchisee to Non-Cable Services in accordance with federal law, rules, regulations, standards or orders. Should revenue from any service provided by Franchisee over the Cable System be classified as Cable Service revenue by

a final determination or ruling of any agency or court having jurisdiction, after the exhaustion of all appeals related thereto, the LFA shall be entitled, after notification to Franchisee, to amend this Agreement in the manner prescribed under applicable state law or this Franchise to include revenue from Franchisee's provision of such service as Gross Revenue, and Franchisee shall include revenue from such service as Gross Revenue on a going forward basis commencing within sixty (60) days following the date of issuance of an order from the NY PSC approving such amendment.

1.17. *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(24), as amended.

1.18. *Internet Access*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.19. *Local Franchising Authority (LFA)*: The City of Newburgh, New York, or the lawful successor, transferee, or assignee thereof.

1.20. *Non-Cable Services*: Any service that does not constitute the provision of Cable Service including, but not limited to, Information Services and Telecommunications Services.

1.21. *NY PSC:* The New York Public Service Commission.

1.22. *PEG*: Public, Educational, and Governmental.

1.23. *PEG Access Designee*: Any entity designated by the LFA for the purpose of owning and/or operating the equipment and facilities used in the production and/or broadcast of PEG Access Channel programming for the LFA, including but not limited to any access corporation.

1.24. *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.25. *Public Access Channel*: An Access Channel available for noncommercial use solely by the residents in the Franchise Area on a first-come, first-served, nondiscriminatory basis.

1.26. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the LFA. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other non-wire communications or broadcast services.

1.27. *Subscriber*: A Person who lawfully receives Cable Service over the Cable System with Franchisee's express permission.

1.28. *Telecommunication Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53), as amended.

1.29. *Title VI*: Title VI of the Communications Act, Cable Communications, as amended.

1.30. *Transfer of the Franchise*: Any transaction in which: a fifty percent (50%) ownership or other interest in Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Franchisee is transferred; or the rights held by Franchisee under the Franchise and the certificate of confirmation issued therefor by the NY PSC are transferred or assigned to another Person or group of Persons. However, notwithstanding the foregoing, a *Transfer of the Franchise* shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of the Franchisee; or any action which is the result of a merger of another Affiliate of the Franchisee.

1.31. *Video Programming:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20), as amended.

1.32. *Video Service Provider or VSP*: Any entity using any portion of the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the LFA, for purchase, barter, or free of charge, regardless of the transmission method, facilities or technologies used. A VSP shall include, but is not limited to, any entity that provides Cable Services, multi-channel multipoint distribution services, broadcast satellite services, satellite delivered services, wireless services, and internet-protocol based services within the territorial boundaries of the LFA.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1. *Grant of Authority*: Subject to the terms and conditions of this Agreement and the Cable Law, the LFA hereby grants the Franchisee the right to own, construct, operate and maintain a Cable System along the Public Rights-of-Way within the Franchise Area, in order to provide Cable Service. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2. *The FTTP Network:* Upon delivery of Cable Service, by subjecting Franchisee's mixed-use facilities to the NY PSC's minimum franchise standards and the LFA's police power, the LFA has not been granted broad new authority over the construction, placement and operation of Franchisee's mixed-use facilities.

2.3. *Effective Date and Term:* This Franchise shall become effective on the date that the NY PSC issues an order approving renewal for this Franchise (the "Effective Date"), following its approval by the LFA's governing authority authorized to grant franchises and its acceptance by the Franchisee. The term of this Franchise shall be five (5) years from the Effective Date unless the Franchise is earlier terminated by Franchisee pursuant to the terms of

Section 2.4 or 2.5 or revoked by the LFA as provided herein. The Franchisee shall memorialize the Effective Date by notifying the LFA in writing of the same, which notification shall become a part of this Franchise.

2.4. *Termination Generally:* Notwithstanding any provision herein to the contrary, Franchisee may terminate this Agreement and all obligations hereunder at any time during the term of this Agreement for any reason, in Franchisee's sole discretion, upon one hundred and eighty (180) days' written notice to the LFA.

2.5. *Modification/Termination Based on VSP Requirements:*

2.5.1. If there is a change in federal, state, or local law that reduces any material financial and/or operational obligation that the LFA has required from or imposed upon a VSP, or if the LFA enters into any franchise, agreement, license, or grant of authorization to a VSP to provide Video Programming services to residential subscribers in the LFA with terms or conditions materially less burdensome than those imposed by this Franchise, Franchisee and the LFA shall, within sixty (60) days of the LFA's receipt of Franchisee's written notice, commence negotiations to modify this Franchise to create reasonable competitive equity between Franchisee and such other VSPs. Any modification of the Franchise pursuant to the terms of this section shall not trigger the requirements of Subpart 892-1 of the NY PSC rules and regulations.

2.5.2 Franchisee's notice pursuant to Section 2.5.1. shall specify the change in law and the resulting change in obligations. Franchisee shall respond to reasonable information requests from the LFA, as may be necessary to review the change in obligations resulting from the cited law.

2.5.3 In the event the parties do not reach mutually acceptable agreement on a modification requested by Franchisee, Franchisee shall, at any time and in its sole discretion, have the option of exercising any of the following actions:

a. Commence franchise renewal proceedings in accordance with 47 U.S.C. §546 with the Franchise term being accelerated, thus being deemed to expire thirty-six (36) months from the date of Franchisee's written notice to seek relief hereunder;

b. Terminate the franchise within two (2) years from notice to the LFA;

c. If agreed by both parties, submit the matter to commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association; or

d. Submit the matter to mediation by a mutually-acceptable mediator.

2.6. *Grant Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the LFA reserves the right to grant other franchises for similar uses or for other uses of the Public

Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Franchise. Any such rights which are granted shall not adversely impact the authority as granted under this Franchise and shall not interfere with existing facilities of the Cable System or Franchisee's FTTP Network.

2.7. *Franchise Subject to Federal Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal law as it may be amended, including but not limited to the Communications Act.

2.8. *No Waiver*:

2.8.1. The failure of the LFA on one or more occasions to exercise a right under this Franchise, the Cable Law or other applicable state or federal law, or to require compliance or performance under this Franchise, shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance of this Agreement, nor shall it excuse Franchisee from compliance or performance, unless such right or such compliance or performance has been specifically waived in writing.

2.8.2. The failure of the Franchisee on one or more occasions to exercise a right under this Franchise, the Cable Law or other applicable state or federal law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or a waiver of performance of this Agreement, nor shall it excuse the LFA from performance, unless such right or such performance has been specifically waived in writing.

2.9. *Construction of Agreement:*

2.9.1. The provisions of this Franchise shall be liberally construed to effectuate their objectives.

2.9.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545, as amended.

2.9.3. The LFA and the Franchisee each acknowledge that they have received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of this Agreement.

2.10. *Police Powers*: The LFA shall not enact any local laws that are inconsistent with this Franchise, provided, however, that nothing in this Franchise shall be construed to prohibit the reasonable, necessary and lawful exercise of the police powers of the LFA in a manner not materially in conflict with the privileges granted in this Franchise and consistent with all federal and state laws, regulations and orders.

2.11. *Restoration of Municipal Property:* Any municipal property damaged or destroyed shall be repaired or replaced by the Franchisee and restored to its pre-existing condition.

2.12. *Restoration of Subscriber Premises:* The Franchisee shall ensure that Subscriber's premises are restored to their pre-existing condition if damaged by the Franchisee's employees or agents in any respect in connection with the installation, repair, or disconnection of Cable Service.

2.1. *Compliance with Federal and State Privacy Laws:* Franchisee shall comply with the privacy provisions of Section 631 of the Communications Act and all other applicable federal and state privacy laws and regulations. The parties agree that, during the term hereof, Franchisee shall not be subject to any local laws or ordinances which conflict with such applicable federal and/or state privacy laws, or which would impose additional or distinct requirements upon Franchisee with respect to Subscriber privacy other than those which are expressly set forth in applicable federal and/or state privacy laws.

3. PROVISION OF CABLE SERVICE

3.1. *Franchise Area*:

3.1.1. *Franchise Area*: Subject to the issuance of all necessary permits by the LFA, Franchisee shall continue to offer Cable Service to all residential households of the Franchise Area and may make Cable Service available to businesses in the Franchise Area, except: (A) for periods of Force Majeure; (B) for periods of delay caused by the LFA; (C) for periods of delay resulting from Franchisee's inability to obtain authority to access rights-of-way in the Franchise Area; (D) in areas where developments or buildings are subject to claimed exclusive arrangements with other providers; (E) in areas, developments, buildings or other residential dwelling units where Franchisee cannot gain access after good faith efforts, including, but not limited to, circumstances where Franchisee cannot access the area, development, or building by using Franchisee's existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines in accordance with NY PSC rules and regulations; (F) in areas, developments, buildings or other residential dwelling units where the provision of Cable Service is economically infeasible because such provision requires nonstandard facilities which are not available on a commercially reasonable basis, in accordance with NY PSC rules and regulations; (G) in areas, developments, buildings or other residential dwelling units where the occupied residential dwelling unit density does not meet the density and other requirements set forth in Subsection 3.1.1.1. and Section 3.2; (H) in areas, developments, buildings, or other residential dwelling units that are not habitable or have not been constructed as of the Effective Date; and (I) for Subscribers who fail to abide by Franchisee's terms and conditions of service.

3.1.1.1. *Density Requirement:* Subject to Subsection 3.1.1, Franchisee shall make Cable Services available to residential dwelling units in all areas of the Franchise Area where the average density as of the Effective Date is equal to or greater than thirty-five (35) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line.

3.2. *Availability of Cable Service*: Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to

businesses within the Franchise Area in conformance with Section 3.1, and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service or based upon the income of the residents in a local area. In the areas in which Franchisee shall provide Cable Service, Franchisee shall be required to connect, at Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within one hundred fifty (150) feet of aerial trunk or feeder lines not otherwise already served by Franchisee's FTTP Network. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, the actual costs incurred for residential dwelling unit connections that exceed one hundred fifty (150) aerial feet or are in an area with a density of less than thirty-five (35) occupied residential dwelling units per mile and the actual costs incurred to connect any non-residential dwelling unit Subscriber, provided, however, that Franchisee may seek a waiver of any requirement that it extend service to any party requesting the same in an area with a density of less than thirty-five (35) occupied residential dwelling units per mile if such would not be possible within the limitations of economic feasibility. For underground installations, Franchisee shall charge the recipient Franchisee's actual cost. Such costs shall be submitted to said recipient in writing, before installation is begun.

3.3. *Contribution in Aid:* Notwithstanding the foregoing, Franchisee shall comply at all times, with the requirements of Section 895.5 of NY PSC rules and regulations.

4. SYSTEM FACILITIES

4.1. *Quality of Materials and Work:* Franchisee shall operate and maintain its System using materials of good and durable quality, and all work involved in the construction, installation, maintenance and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

4.2. *System Characteristics:* During the term hereof Franchisee's Cable System shall meet or exceed the following requirements:

4.2.1. The System shall be operated with an initial digital carrier passband between 50 and 860 MHz and shall provide for a minimum channel capacity of not less than 77 channels on the Effective Date.

4.2.2. The System shall be operated as an active two-way plant for Subscriber interaction, if any, required for the selection or use of Cable Service.

4.3. *Interconnection:* The Franchisee shall operate its Cable System so that it may be interconnected with other cable systems in the Franchise Area. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

4.4. *Emergency Alert System:* Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and applicable state and local EAS Plans, in order that emergency messages may be distributed over the System.

5. PEG SERVICES

5.1. *PEG Set Aside:*

5.1.1. In order to ensure universal availability of public, educational and government programming, the Franchisee shall provide capacity on its Basic Service tier for up to one (1) dedicated Public Access Channel, one (1) dedicated Educational Access Channel, and up to one (1) dedicated Government Access Channel (collectively, "PEG Access Channels").

5.1.2. The LFA hereby authorizes Franchisee to transmit PEG Access Channel programming within and without LFA jurisdictional boundaries. Franchisee specifically reserves the right to make or change channel assignments in its sole discretion. If a PEG Access Channel provided under this Article is not being utilized by the LFA, Franchisee may utilize such PEG Access Channel, in its sole discretion, until such time as the LFA elects to utilize the PEG Access Channel for its intended purpose in accordance with Section 895.4 of the NY PSC rules and regulations.

5.1.3. Franchisee shall provide the technical ability to play back pre-recorded programming provided to Franchisee consistent with this Section. Franchisee shall transmit programming consistent with the dedicated uses of PEG Access Channels. Franchisee shall comply at all times with the requirements of Section 895.4 of the NY PSC rules and regulations.

5.2. *PEG Grant:*

5.2.1. Franchisee shall pay to the LFA for use in support of the production of local PEG Access Channel programing a grant in the total amount of Ten Thousand Dollars ($10,000.00) (the "PEG Grant") within sixty (60) days of Franchisee's receipt of a written request for the PEG Grant from the LFA.

5.2.2. The PEG Grant shall be used solely by the LFA for PEG access equipment, including, but not limited to, studio and portable production equipment, editing equipment and program playback equipment, or for renovation or construction of PEG access facilities. The LFA and/or PEG Access Designee, as determined by the LFA, shall own all facilities and equipment purchased with the PEG Grant, and Franchisee shall have no obligation to maintain, repair, replace or insure any equipment or facilities purchased with the PEG Grant.

5.2.3. The LFA shall provide Franchisee with a complete accounting annually of the distribution of PEG Grant funds paid to the LFA pursuant to this Section 5.3.

5.3. *Indemnity for PEG:* The LFA shall require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless Franchisee and the LFA from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law

or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a PEG facility or Channel. The LFA shall establish rules and regulations for use of PEG facilities, consistent with, and as required by, 47 U.S.C. §531.

5.4. *Recovery of Costs:* To the extent permitted by federal law, the Franchisee shall be allowed to recover from Subscribers the costs of the PEG Grant and any other costs arising from the provision of PEG Access Channel services and to include such costs as separately billed line items on each Subscriber's bill. Without limiting the forgoing, if allowed under state and federal laws, Franchisee may externalize, line-item, or otherwise pass-through interconnection and any franchise-related costs to Subscribers.

5.5. *No PEG Access Designee Rights*: The LFA and the Franchisee herein acknowledge and agree that any PEG Access Designee is not a party to this Franchise and that any provisions herein that may affect a PEG Access Designee are not intended to create any rights on behalf of any PEG Access Designee.

6. FRANCHISE FEES

6.1. *Payment to LFA:* Franchisee shall pay to the LFA a Franchise Fee of five percent (5%) of annual Gross Revenue (the "Franchise Fee"). In accordance with Title VI, the twelve (12) month period applicable under the Franchise for the computation of the Franchise Fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly Franchise Fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable.

6.2. *Supporting Information:* Each Franchise Fee payment shall be accompanied by a brief report prepared by a representative of Franchisee showing the basis for the computation.

6.3. *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for recovery of any Franchise Fee payable hereunder shall be six (6) years from the date on which payment by Franchisee is due, but cannot exceed the date of records retention reflected in Article 7.

6.4. *Bundled Services:* If Cable Services subject to the Franchise Fee required under this Article 6 are provided to Subscribers in conjunction with Non-Cable Services, then the calculation of Gross Revenue shall be adjusted, if needed, to include only the value of the Cable Services billed to Subscribers, as reflected on the books and records of Franchisee in accordance with FCC rules, regulations, standards or orders.

7. REPORTS AND RECORDS

7.1. *Open Books and Records*: Upon reasonable written notice to the Franchisee and with no less than thirty (30) business days written notice to the Franchisee, the LFA shall have the right to inspect Franchisee's books and records pertaining to Franchisee's provision of Cable Service in the Franchise Area during Franchisee's regular business hours at an office of the Franchisee and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the LFA. Any such inspection by the LFA shall be completed in an expeditious and timely manner. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Franchise Area. The LFA shall treat any information disclosed by Franchisee as confidential and shall only disclose it to employees, representatives, and agents thereof who have a need to know, or in order to enforce the provisions hereof. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

7.2. *Records Required*: Franchisee shall at all times maintain:

7.2.1. Records of all written complaints for a period of three (3) years after receipt by Franchisee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Franchisee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

7.2.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

7.2.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

7.2.4. Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

7.2.5. A map showing the area of coverage for the provisioning of Cable Services.

7.3. *System-Wide Statistics*: Any valid reporting requirement in the Franchise may be satisfied with system-wide statistics, except those related to Franchise Fees and consumer complaints.

8. INSURANCE AND INDEMNIFICATION

8.1. *Insurance:*

8.1.1. Franchisee shall maintain in full force and effect, at its own cost and expense, during the term of this Franchise, the following insurance coverage:

8.1.1.1. Commercial General Liability Insurance in the amount of three million dollars ($3,000,000) per occurrence for property damage and bodily injury and three million dollars ($3,000,000) general aggregate. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Franchisee's Cable Service business in the LFA**.**

8.1.1.2. Automobile Liability Insurance in the amount of three million dollars ($3,000,000) combined single limit each accident for bodily injury and property damage coverage.

8.1.1.3. Workers' Compensation Insurance meeting the statutory requirements of the State of New York and Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: $100,000; and (B) Bodily Injury by Disease-each employee: $100,000; $500,000 disease-policy limit.

8.1.2. The LFA shall be included as an additional insured as their interests may appear under this Franchise on the Commercial General Liability Insurance and Automobile Liability Insurance required herein.

8.1.3. Upon receipt of notice from its insurer(s), the Franchisee shall provide the LFA with thirty (30) days' prior written notice of cancellation of any required coverage.

8.1.4. Each of the required insurance policies shall be with insurers qualified to do business in the State of New York, with an A.M. Best Financial Strength rating of A- or better.

8.1.5. Upon written request, Franchisee shall deliver to the LFA Certificates of Insurance showing evidence of the required coverage.

8.2. *Indemnification*:

8.2.1. Franchisee agrees to indemnify the LFA and its officers, boards, elected officials and employees for, and hold them harmless from, all liability, damage, cost or expense arising from claims of injury to persons or damage to property occasioned by reason of any conduct undertaken pursuant to the Franchise, provided that the LFA shall give Franchisee

timely written notice of a claim or action for which it seeks indemnification pursuant to this Subsection; and in any event the LFA shall provide Franchisee with such written notice within a period of time that allows Franchisee to take action to avoid entry of a default judgment and does not prejudice Franchisee's ability to defend the claim or action. Notwithstanding the foregoing, Franchisee shall not indemnify the LFA for any damages, liability or claims resulting from the willful misconduct or negligence of the LFA, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Franchisee in connection with PEG Access or EAS.

8.2.2. With respect to Franchisee's indemnity obligations set forth in Subsection 8.2.1, Franchisee shall provide the defense of any claims brought against the LFA by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of the LFA, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the LFA from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the LFA, Franchisee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the LFA and the LFA does not consent to the terms of any such settlement or compromise, Franchisee shall not settle the claim or action but its obligation to indemnify the LFA shall in no event exceed the amount of such settlement.

8.2.3. The LFA shall hold harmless and defend Franchisee from and against and shall be responsible for damages, liability or claims resulting from or arising out of the willful misconduct or negligence of the LFA.

8.2.4. The LFA shall be responsible for its own acts of willful misconduct, negligence, or breach, subject to any and all defenses and limitations of liability provided by law. The Franchisee shall not be required to indemnify the LFA for acts of the LFA which constitute willful misconduct or negligence on the part of the LFA, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

9. TRANSFER OF THE FRANCHISE

Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, as amended, no Transfer of the Franchise shall occur without the prior consent of the LFA, provided that such consent shall not be unreasonably withheld, delayed or conditioned. In considering an application for the Transfer of the Franchise, the LFA may consider the applicant's: (i) technical ability; (ii) financial ability; (iii) good character; and (iv) other qualifications necessary to continue to operate the Cable System consistent with the terms of the Franchise. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or for transactions otherwise excluded under the definition of Transfer of the Franchise above.

10. RENEWAL OF FRANCHISE

10.1. *Governing Law:* The LFA and Franchisee agree that any proceedings undertaken by the LFA that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 12.12 below, the Cable Law and Section 626 of the Communications Act, 47 U.S.C. § 546, as amended.

10.2. *Needs Assessment:* In addition to the procedures set forth in Section 626 of the Communications Act, the LFA shall notify Franchisee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Franchisee under the then current Franchise term. Such assessments shall be provided to Franchisee by the LFA promptly so that Franchisee will have adequate time to submit a proposal under Section 626 of the Communications Act and complete renewal of the Franchise prior to expiration of its term.

10.3. *Informal Negotiations:* Notwithstanding anything to the contrary set forth herein, Franchisee and the LFA agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the LFA and Franchisee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the LFA may grant a renewal thereof.

10.4. *Consistent Terms:* Franchisee and the LFA consider the terms set forth in this Article 10 to be consistent with the express provisions of Section 626 of the Communications Act and the Cable Law.

11. ENFORCEMENT AND TERMINATION OF FRANCHISE

11.1. *Notice of Violation*: If at any time the LFA believes that Franchisee has not complied with the terms of the Franchise, the LFA shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the LFA shall then notify Franchisee in writing of the exact nature of the alleged noncompliance in a reasonable time (for purposes of this Article, the "Noncompliance Notice").

11.2. *Franchisee's Right to Cure or Respond:* Franchisee shall have sixty (60) days from receipt of the Noncompliance Notice to: (i) respond to the LFA, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such sixty (60) day period, initiate reasonable steps to remedy such noncompliance and notify the LFA of the steps being taken and the date by which Franchisee projects that it will complete cure of such noncompliance. Upon cure of any noncompliance, the LFA shall provide written confirmation that such cure has been effected.

11.3. *Public Hearing*: The LFA shall schedule a public hearing if the LFA seeks to continue its investigation into the alleged noncompliance (i) if Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or (ii) if Franchisee has not remedied the alleged noncompliance within sixty (60) days or the date projected pursuant to Section 11.2(iii) above. The LFA shall provide Franchisee at least sixty

(60) business days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Franchisee the opportunity to be heard.

11.5. *Enforcement*: Subject to Section 12.12 below and applicable federal and state law, in the event the LFA, after the public hearing set forth in Section 11.3, determines that Franchisee is in default of any provision of this Franchise, the LFA may:

11.5.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

11.5.2. Commence an action at law for monetary damages or seek other equitable relief; or

11.5.3. In the case of a substantial noncompliance with a material provision of this Franchise, seek to revoke the Franchise in accordance with Section 11.5.

11.6. *Revocation*: Should the LFA seek to revoke this Franchise after following the procedures set forth above in this Article, including the public hearing described in Section 11.3, the LFA shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the LFA has not received a satisfactory response from Franchisee, it may then seek termination of the Franchise at a second public hearing. The LFA shall cause to be served upon the Franchisee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

11.6.1. At the designated public hearing, Franchisee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the LFA, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.

11.6.2. Following the second public hearing, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the LFA in writing and thereafter the LFA shall determine (i) whether an event of default has occurred under this Franchise; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Franchisee. The LFA shall also determine whether it will revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Franchisee to effect any cure. If the LFA determines that it will revoke the Franchise, the LFA shall promptly provide Franchisee with a written determination setting forth the LFA's reasoning for such revocation. Franchisee may appeal such written determination of the LFA to an appropriate court, which shall have the power to review the decision of the LFA *de novo*. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Franchisee's receipt of the written determination of the LFA.

11.6.3. The LFA may, at its sole discretion, take any lawful action that it deems appropriate to enforce the LFA's rights under the Franchise in lieu of revocation of the Franchise.

11.7. *Abandonment of Service:* Franchisee shall not abandon any Cable Service or portion thereof without the LFA's prior written consent as provided in the Cable Law. Notwithstanding the foregoing, the parties agree that if Franchisee invokes Section 2.4 of the Franchise (*Termination Generally*) and a timely termination notice is provided, the LFA's prior written consent is considered granted.

12. MISCELLANEOUS PROVISIONS

12.1. *Actions of Parties*: In any action by the LFA or Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

12.2. *Binding Acceptance*: This Agreement shall bind and benefit the parties hereto and their respective receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

12.3. *Preemption:* In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the LFA.

12.4. *Force Majeure*: Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure. Furthermore, the parties hereby agree that it is not the LFA's intention to subject Franchisee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers, or where strict performance would result in practical difficulties and hardship being placed upon Franchisee that outweigh the benefit to be derived by the LFA and/or Subscribers.

12.5. *Delivery of Payments:* Franchisee may use electronic funds transfer to make any payments to the LFA required under this Agreement.

12.6. *Notices:* Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

Notices to Franchisee shall be to:

Verizon
1300 I St. NW
Suite 500 East
Washington, DC 20005
Attention: Tonya Rutherford, VP and Deputy General Counsel

Notices to the LFA shall be to:

Office of the City Manager
City Hall
83 Broadway
Newburgh, NY 12550

with a copy to:

Office of the Corporation Counsel
City Hall
83 Broadway
Newburgh, NY 12550

12.7. *Entire Agreement*: This Franchise constitutes the entire agreement between Franchisee and the LFA and supersedes all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof. Any local laws or parts of local laws that materially conflict with the provisions of this Agreement are superseded by this Agreement.

12.8. *Amendments and Modifications*: Amendments and/or modifications to this Franchise shall be mutually agreed to in writing by the parties and subject to the approval of the NY PSC, pursuant to the Cable Law, except as provided herein.

12.9. *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the articles, sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

12.10. *Severability*: If any section, subsection, sub-subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

12.11. *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

12.12. *FTTP Network Transfer Prohibition*: Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the Franchise or any other action to forbid or disallow Franchisee from providing Cable Services, shall Franchisee or its assignees be required to sell any right, title, interest, use or control of any portion of Franchisee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the LFA or any third party. Franchisee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or PEG requirements set out in this Agreement.

12.13. *NY PSC Approval*: This Franchise is subject to the approval of the NY PSC. Franchisee shall file an application for such approval with the NY PSC within sixty (60) days after the date hereof. Franchisee shall also file any necessary notices with the FCC.

12.14. *Rates and Charges:* The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law.

12.15. *Publishing Information:* LFA hereby requests that Franchisee omit publishing information specified in 47 C.F.R. § 76.952 from Subscriber bills.

12.16. *Employment Practices:* Franchisee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

12.17. *Customer Service:* Franchisee shall comply with the consumer protection and customer service standards set forth in Parts 890 and 896 of the NY PSC rules and regulations.

12.18. *No Third-Party Beneficiaries:* Except as expressly provided in this Agreement, this Agreement is not intended to, and does not, create any rights or benefits on behalf of any Person other than the parties to this Agreement.

12.19. *LFA Official*: The City Manager of the LFA, or other person as designated by the LFA, is the LFA official that is responsible for the continuing administration of this Agreement.

12.20. *No Waiver of LFA's Rights:* Notwithstanding anything to the contrary in this Agreement, no provision of this Agreement shall be construed as a waiver of the LFA's rights under applicable federal and state law.

12.21. *Counterparts:* This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Further, this Agreement may be executed by facsimile, email, electronic signature or

other electronic means, and so executed shall have the full force and legal effect as an executed original of this Agreement.

[SIGNATURE PAGE FOLLOWS]

AGREED TO THIS ____ DAY OF _____, 2025.

LFA:
CITY OF NEWBURGH

By: _____
Todd Venning, City Manager

FRANCHISEE:
VERIZON NEW YORK INC.

By: _____
Nicole D'Amour, Vice President
Northeast Field Operations

Approved as to form:

_____
Verizon Law Department

RESOLUTION NO.: _____ - 2025

OF

AUGUST 11, 2025

RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A SFY 2025-2026 NEW YORK STATE LEGISLATIVE INITIATIVE GRANT THROUGH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES FROM ASSEMBLY MEMBER JONATHAN JACOBSON IN THE AMOUNT OF $50,000.00 FOR A CITY OF NEWBURGH POLICE DEPARTMENT GUN BUYBACK PROGRAM

WHEREAS, the City of Newburgh received a Grant Award through the New York State Department of Criminal Justice Services in the amount of $50,000.00 from Assembly Member Jonathan Jacobson under the SFY 2025-2026 New York State Legislative Initiative, which was originally appropriated in Chapter 53 of the Laws of 2021 and re-appropriated within the enacted New State Budget in Chapter 53 of the Laws of 2025; and

WHEREAS, the City of Newburgh Police Department will use the funding to support a gun buyback program; and

WHEREAS, such funding requires no City match; and

WHEREAS, this Council has determined that applying for such grant and accepting if awarded is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to accept a SFY 2025-2026 New York State Legislative Initiative Grant through the New York State Division of Criminal Justice Services from Assembly Member Jonathan Jacobson in the amount of $50,000.00 with no City match required for City of Newburgh Police Department gun buyback program, with the appreciation and thanks of the City of Newburgh; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

RESOLUTION NO.: _____-2025

OF

AUGUST 11, 2025

A RESOLUTION AMENDING THE 2025 PERSONNEL ANALYSIS BOOK TO ADD ONE LABORER POSITION ON A TEMPORARY BASIS IN THE RECREATION DEPARTMENT

WHEREAS, the Recreation Department notified the City Manager that due to an unexpected leave of absence, the Recreation Department will need an additional individual to perform the duties of "Laborer"; and

WHEREAS, the creation of the additional Laborer position will be on a temporary basis; and

WHEREAS, the City Council has determined that adding one Laborer position in the Recreation Department will promote economy and efficiency within the Department; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2025 be amended, and that there be and hereby is created one (1) additional position on a temporary basis in the position of "Laborer" in the Recreation Department.

RESOLUTION NO.: _____ - 2025

OF

AUGUST 11, 2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH TO APPROVE MEASURES FOR THE DISSOLUTION OF THE CITY OF NEWBURGH LOCAL DEVELOPMENT CORPORATION

WHEREAS, on October 21, 1985, the City of Newburgh Local Development Corporation ("LDC") was formed as a not-for-profit corporation under the laws of the State of New York for the purpose of making grants and loans from a limited pool of funding in the City of Newburgh; and

WHEREAS, the LDC's membership consisted of three groups, to wit: (1) the City Council of the City of Newburgh; (2) the City of Newburgh Industrial Development Agency; and (3) the City of Newburgh Community Development Agency; and

WHEREAS, with the support of Resolution No. 5-2010, the City of Newburgh Community Development Agency was dissolved by state law with the repeal of Section 601 of the General Municipal Law, leaving the City Council of the City of Newburgh and the City of Newburgh Industrial Development Agency as the LDC's remaining members; and

WHEREAS, the State Authorities Budget Office (ABO) has advised that the LDC continues to be listed as an active public authority in the records of the LDC with the full authority to act; and

WHEREAS, the LDC has served its purpose and there are no extant plans in the City of Newburgh to utilize or re-activate the LDC, and therefore there is no public purpose in maintaining the LDC;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Newburgh, in its capacity as a member of the LDC, votes to approve the following measures for the dissolution of the LDC:

1. Consenting to take actions without a meeting, in accordance with Section 6 of the LDC Bylaws, for dissolution of the LDC.

2. Authorizing the City Manager, the Corporation Counsel, or the Director of Finance of the City of Newburgh to file and execute documents necessary for the winding down and dissolution of the LDC.

3. Authorizing the conveyance of property and/or assigning rights to any remaining assets, including but not limited to real property, personal property, loans, and mortgages held in the LDC's name, if any, all without consideration.

4. Removing any remaining members of the LDC's Board of Directors in accordance with Article IV, Section 3(a) of the LDC Bylaws, reducing the size of the Board of Directors to three (3) directors in accordance with Article IV, Section 1 of the LDC Bylaws, and naming Torrance Harvey, Alexandra Church, and Michael Neppl as the new Board of Directors.

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh, in its own capacity, agrees to accept and assume all of the LDC's remaining assets, including but not limited to real property, personal property, loans, and mortgages held in the LDC's name, and all of the LDC's liabilities if any, all without consideration; and

BE IT FURTHER RESOLVED, that the City Manager, the Corporation Counsel, or the Director of Finance of the City of Newburgh are hereby directed to prepare and record, and the City Manager is hereby directed to execute and accept delivery of, any and all deeds, assignments, instruments, agreements, and any and all other necessary documents to effect such acceptance and assumption by the City of Newburgh.

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on February 11, 2020.

Brendan C. Hughes
Executive Deputy Secretary of State

Rev. 06/19

CERTIFICATE OF INCORPORATION

OF

THE CITY OF NEWBURGH LOCAL DEVELOPMENT CORPORATION

UNDER SECTIONS 402 and 1411 OF THE NOT-FOR-PROFIT

CORPORATION LAW

B298636

The undersigned, for the purposes of forming a not-for-profit local development corporation pursuant to the provisions of the Not-for-Profit Corporation Law of the State of New York (hereinafter referred to as the "Not-for-Profit Corporation Law"), hereby certifies:

FIRST: The name of the proposed not for profit local development corporation is The City of Newburgh Local Development Corporation (hereinafter referred to as the "Corporation").

SECOND: The Corporation is a corporation as defined in subparagraph (a)(5) of Section 102 of the Not-for-Profit Corporation Law and a local development corporation pursuant to Section 1411 of said law.

B298636

THIRD: The purposes for which the Corporation is formed are as follows:

To plan and promote, and if necessary, to coordinate and execute programs in the City of Newburgh aimed at improving the quality of life of its residents by developing new approaches and methods where necessary and proper.

To achieve certain charitable objectives and public purposes of relieving and reducing unemployment, promoting and providing for additional and maximum employment, bettering and maintaining job opportunities within the City of Newburgh carrying on scientific research for the purpose of aiding the City of Newburgh by attracting new industry to the City of Newburgh or by encouraging the development of, or retention of, an industry in the City of Newburgh and lessening the burdens of government and acting in the public interest.

To provide all other services deemed necessary in furthering any of the foregoing public purposes.

To do any other act or things incidental to or connected with the foregoing purposes or in advancement thereof, but not for the pecuniary profit or financial gain of its members, directors or officers, except as permitted under the laws of the State of New York.

FOURTH: The Corporation shall be a Type C corporation under Section 201 of the Not-for-Profit Corporation Law.

FIFTH: The lawful public or quasi-public objectives which each business purpose will achieve are the following: the reduction of unemployment; the promotion of maximum employment by bettering and maintaining job opportunities;

the stimulation of the economic growth of the City of Newburgh.

SIXTH: All income and earnings of the Corporation shall be used exclusively for its corporate purposes or accrue and be paid to the New York Job Development Authority.

SEVENTH: No part of the income of the Corporation shall inure to the benefit of any member, trustee, director, officer of the Corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes), and no member, trustee, officer of the Corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation, except in repayment of a loan or repayment of contributions (other than dues) to the Corporation, but only if and to the extent any such contribution may not be allowable as a deduction in computing tax income under the Internal Revenue Code of 1954, as amended.

EIGHTH: The Corporation shall have all of the powers set forth in Sections 202 and 1411 of the Not-for-Profit Corporation Law.

NINTH: Nothing contained in this Certificate of Incorporation shall authorize the Corporation:

(a) to carry on propaganda or otherwise attempt to influence legislation or

to participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office; or

(b) to undertake or carry on any of the activities specified in Section 404 (b) through (t) of the Not-for-Profit Corporation Law and Section 460-a of the Social Services Law of the State of New York; or

(c) to undertake or carry out any activities which would cause the Corporation to be treated other than as an organization exempt from federal income taxation under the Internal Revenue Code and the regulations issued by the United States Treasury Department thereunder.

TENTH: The Secretary of State is hereby designated as an agent of the Corporation upon whom process against the Corporation may be served.

ELEVENTH: The office of the Corporation shall be located at The Broadway School, Newburgh, County of Orange, New York, 12550, to which address the Secretary of State shall mail a copy of any process against the Corporation served upon the Secretary of State.

TWELFTH: The Corporation shall have not less than three (3) nor more than seven (7) directors. The names and addresses of the initial directors of the Corporation are:

Name	Address
Joan M. Shapiro	11 Columbus Avenue Newburgh, N.Y. 12550
Nicholas J. Lentini	193 Carson Avenue Newburgh, N.Y. 12550
Donald R. Presutti	261 Third Avenue Newburgh, N.Y. 12550
George Distephano	21 Crescent Avenue Newburgh, N.Y. 12550
Warren Boyd	357 N. Montgomery St. Newburgh, N.Y. 12550

THIRTEENTH: The By-Laws of the Corporation and any amendment thereto or to this Certificate of Incorporation or modification thereof or to this Certificate of Incorporation shall not be effective unless approved by a majority vote of the members and directors of the Corporation.

FOURTEENTH: The membership of the Corporation shall be composed of the persons who are designated initial directors in this Certificate of Incorporation, and of such other persons as shall from time to time be elected to membership in accordance with the By-Laws of the Corporation.

FIFTEENTH: The Corporation shall be perpetual in existence and shall not be dissolved, liquidated or otherwise terminated so long as there shall be outstanding any bonds, notes or other obligations thereof, unless adequate provision has been made for the payment thereof. In the event of dissolution, liquidation or winding up of the Corporation, whether voluntary or involuntary, all of the property and assets of the Corporation, subject to the rights of its creditors, if any, shall be disposed of in accordance with Section 1411(g) of the Not-for-Profit Corporation Law.

SIXTEENTH: If the Corporation accepts a mortgage loan or loans from the New York Job Development Authority, the Corporation shall be dissolved in accordance with the provisions of paragraph (g) of Section 1411 of the Not-for-Profit Corporation Law upon the repayment or other discharge in full by the Corporation of all such loans.

IN WITNESS WHEREOF, the undersigned incorporator, being at least eighteen years of age, has made, subscribed and acknowledged this Certificate of Incorporation this 21st day of October, 1985.

Ellen E. Heising

Ellen E. Heising
Incorporator
60 Clark Street
Brooklyn Heights, New York 11201

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

On this 21st day of October, 1985, before me personally came Ellen E. Heising, to me personally known and known to be the same person described in and who executed the foregoing Certificate of Incorporation, and she duly acknowledged to me that she executed the same.

PATRICIA M. CRAIG
Notary Public, State of New York
No. 24-4761723
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 198[illegible]

Patricia M. Craig
Notary Public

HON. ANGELO J. INGRASSIA a Justice of the Supreme Court of the State of New York, Ninth Judicial District, does hereby approve the foregoing Certificate of Incorporation of The City of Newburgh Local Development Corporation and consent that the same be filed.

Dated: November 4, 1985
Supreme Court, Orange County
Goshen, New York

Justice, Supreme Court

HON. ANGELO J. INGRASSIA

7.

STATE OF NEW YORK
DEPARTMENT OF LAW
ALBANY 12224

ROBERT ABRAMS
ATTORNEY GENERAL

JAMES G. McSPARRON
DEPUTY FIRST ASSISTANT
ATTORNEY GENERAL

Telephone: (518) 474-7206

October 29, 1985

Ellen E. Heising, Esq.
Seward & Kissel, Esqs.
Wall Street Plaza
New York, New York 10005

Dear Ms. Heising:

RE: CITY OF NEWBURGH LOCAL DEVELOPMENT CORPORATION

Due and timely service of the notice of application for the approval of the proposed certificate of incorporation of the above-entitled organization is hereby admitted.

The Attorney General does not intend to appear at the time of application. Approval is contingent upon inserting the address of the incorporator opposite to or beneath her signature pursuant to Section 402(a) of the Not-For-Profit Corporation Law.

Very truly yours,

ROBERT ABRAMS
Attorney General

By: Richard S. Redlo

RICHARD S. REDLO
Assistant Attorney General

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B298636 - 9

CERTIFICATE OF INCORPORATION

OF

THE CITY OF NEWBURGH LOCAL DEVELOPMENT CORPORATION

CT

under Sections 402 and 1411 of the Not-for-profit Corporation Law.

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED DEC 11 1985

AMT. OF CHECK $ 71
FILING FEE $ 50
TAX $
COUNTY FEE $
COPY $ exempt
CERT $
REFUND $
SPEC HANDLE $ 10

BY: M Fotenge
Spec

Seward & Kissel
Wall St. Plaza
new York, NY 10005

BILLED

DEC 11 11 27 AM '85

FILED

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on February 11, 2020.

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

Rev. 06/19

CERTIFICATE OF AMENDMENT

OF

THE CERTIFICATE OF INCORPORATION

OF

F92030600053 6

THE CITY OF NEWBURGH LOCAL DEVELOPMENT CORPORATION

UNDER SECTION 803 OF THE NOT-FOR-PROFIT CORPORATION LAW

The undersigned, being the President and the Assistant Secretary of THE CITY OF NEWBURGH LOCAL DEVELOPMENT CORPORATION, hereby certify:

1. The name of the corporation is THE CITY OF NEWBURGH LOCAL DEVELOPMENT CORPORATION.

2. The certificate of its incorporation was filed by the Department of State on December 11, 1985. The said corporation was formed under Sections 402 and 1411 of the Not-For-Profit Corporation Law of the State of New York.

3. The post office address of the corporation is City Hall, 83 Broadway, Newburgh, New York 12550.

4. THE CITY OF NEWBURGH LOCAL DEVELOPMENT CORPORATION is a corporation as defined in subparagraph (a) (5) of Section 102 of the Not-For-Profit Corporation Law and Local Development Corporation pursuant to Section 1411 of said law.

5. The certificate of incorporation is amended:

To change the purposes clause (Article THIRD) to add the following unnumbered paragraph:

> "To administer New York State Minority and Women Revolving Loan Trust Fund applications and loans and similar programs within Orange County, New York."

6. The manner in which this amendment to the certificate of incorporation of The City of Newburgh Local Development Corporation was authorized was by the consent of all Members of the Corporation and all Directors Without a Meeting pursuant to Section 708 of the Not-For-Profit Corporation Law, said consent having been executed on December 23, 1991.

7. The Secretary of State is designated as agent of the corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of such process against the corporation served upon him is: The City of Newburgh Local Development Corporation, City Hall, 83 Broadway, Newburgh, New York 12550.

We, the undersigned, affirm that the statements made herein are true under the penalties of perjury this 30th day of December, 1991.

Donald R. Presutti

Donald R. Presutti, President

Patrick Berardinelli

Patrick Berardinelli,
Assistant Secretary

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

On this 30th day of December, 1991, before me personally came DONALD R. PRESUTTI to me known, who, being by me duly sworn, did depose and say that he resides at 261 Third Street, Newburgh, New York, that he is the President of The City of Newburgh Local Development Corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Notary Public

STEWART P. GLENN
Notary Public, State of New York
No. 4506860
Qualified in Orange County
My Commission Expires December 31, 19 91

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

On this 30th day of December, 1991, before me personally came PATRICK BERARDINELLI to me known, who, being by me duly sworn, did depose and say that he resides at 17 Hillside Court, Newburgh, New York, that he is the Assistant Secretary of The City of Newburgh Local Development Corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed hi name thereto by like order.

Notary Public

STEWART P. GLENN
Notary Public, State of New York
No. 4506860
Qualified in Orange County
My Commission Expires December 31, 19 91

I, Louis A. BARONE, a Justice of the Supreme Court of the Ninth Judicial District, hereby approve the foregoing certificate of amendment of the certificate of incorporation for The City of Newburgh Local Development Corporation and consent that the same be filed.

Dated: January 17, 1992
Goshen, New York

Justice of the Supreme Court

STATE OF NEW YORK
DEPARTMENT OF LAW
ALBANY 12224

ROBERT ABRAMS
ATTORNEY GENERAL

JAMES G. McSPARRON
DEPUTY FIRST ASSISTANT
ATTORNEY GENERAL

(518) 474-5303

January 7, 1992

Stewart P. Glenn, Esq.
Northrop, Stradar & Glenn, P.C.
388 Broadway
P.O. Box 2395
Newburgh, N.Y. 12550

Dear Mr. Glenn:

RE: CITY OF NEWBURGH LOCAL DEVELOPMENT CORPORATION

Due and timely service of the notice of application for the approval of the proposed certificate of amendment to the certificate of incorporation of the above-entitled organization is hereby admitted.

The Attorney General does not intend to appear at the time of application.

Very truly yours,

ROBERT ABRAMS
Attorney General

By: Richard Redlo

RICHARD S. REDLO
Assistant Attorney General

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ALL STATE LEGAL SUPPLY CO
ONE COMMERCE DRIVE, CRANFORD, N.J. 07016
(800) 221-0668 • (800) 631-6989

F920306000536

G-2424-S

CERTIFICATE OF AMENDMENT

OF

THE CITY OF NEWBURGH
LOCAL DEVELOPMENT
CORPORATION

Dated: December 30, 1991

LAW OFFICES OF
NORTHROP, STRADAR & GLENN, P.C.
POST OFFICE BOX 2393
NEWBURGH, NEW YORK 12550
(914) 562-0030
(914) 561-8000

ORANGE COUNTY CLERK'S OFFICE
92 JUN 16 AM 10:22

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STATE OF NEW YORK
DEPARTMENT OF STATE
FILED MAR 0 6 1992
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BY: PEM
ORAN. Co.

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DC

MAR 6 3 46 PM '92

Kaufman, Jeremy

From: Miller, Tara
Sent: Monday, September 09, 2019 1:41 PM
To: Church, Alexandra; Kaufman, Jeremy
Cc: Kohl, David
Subject: RE: City of Newburgh Local Development Corporation (LDC)

Good Afternoon,

I believe at the time of the transition and separation, the files were turned over to the IDA/LDC agencies before the LDC was dissolved.

Thank you.

Tara Miller
City of Newburgh
Department of Planning and Development
City Hall – 83 Broadway
Newburgh, NY 12550
p/(845) 569-9400
f/(845) 569-9700
tmiller@cityofnewburgh-ny.gov

From: Church, Alexandra
Sent: Monday, September 09, 2019 12:39 PM
To: Kaufman, Jeremy <jkaufman@cityofnewburgh-ny.gov>
Cc: Kohl, David <DKohl@cityofnewburgh-ny.gov>; Miller, Tara <TMiller@cityofnewburgh-ny.gov>
Subject: RE: City of Newburgh Local Development Corporation (LDC)

Great to hear Jeremy. A long time coming. I want to confirm all DBAs for the LDC. Three were quite a few agencies run out of this department from time to time, and I want to confirm we are getting you the information you need.

Tara and David, please work together to see what files still exist.

From: Kaufman, Jeremy
Sent: Monday, September 9, 2019 12:29 PM
To: Church, Alexandra <achurch@cityofnewburgh-ny.gov>
Cc: Kohl, David <DKohl@cityofnewburgh-ny.gov>; Miller, Tara <TMiller@cityofnewburgh-ny.gov>
Subject: City of Newburgh Local Development Corporation (LDC)

Ali,

The City's LDC is an effectively defunct organization. We need to wind it down, in part, to stop a parade of warning letters from the NYS Authorities Budget Office ("ABO").

There's a multi-step dance to getting this done. One of the first steps is marshalling records of assets that might still be held by the LDC. There's a good chance that your department has some records in this regard. Can you

(with the assistance of David and/or Tara) dig up any LDC records you might have? I'll need to take a look to see what, if anything, is useful or relevant for the wind down.

Please let me know if you have any questions. Thanks,

Jeremy Kaufman
Assistant Corporation Counsel
City of Newburgh
83 Broadway
Newburgh, NY 12550
Phone: (845) 569-7335
Fax: (845) 569-7338
jkaufman@cityofnewburgh-ny.gov

BY-LAWS

OF

THE CITY OF NEWBURGH LOCAL DEVELOPMENT CORPORATION

(A Not-for-Profit Corporation)

ARTICLE I

THE CORPORATION

Section 1. Name

The name of the Corporation shall be "The City of Newburgh Local Development Corporation", and it shall be hereinafter referred to in these by-laws as the Corporation.

Section 2. Seal.

The seal of the Corporation shall be in the form of a circle and shall bear the name of the Corporation and the year of its organization.

Section 3. Offices and Resident Agent

The principal office of the Corporation shall be located at The Broadway School, Newburgh, County of Orange, State of New York. The Corporation may have such other offices at such other places, either within or without the State of New York, as the Board of Directors of the Corporation may determine or as the affairs of the Corporation may require from time to time.

ARTICLE II

RESTRICTIONS ON THE CORPORATION

Section 1. Amendments

The by-laws of the Corporation may be amended by a majority vote of all of the Members or of the Board of Directors, provided such amendment is approved by a majority of all Members and a majority of all Directors.

ARTICLE III

MEMBERS

Section 1. Members

Unless otherwise stated, all references in these by-laws to Members or the Membership shall be references to Members or the Membership of the Corporation. The Membership shall consist of the Initial Directors as designated in the Certificate of Incorporation, who shall retain Membership status only until the beginning of the First Annual Meeting of Members. Beginning with the First Annual Meeting of Members, the Membership shall consist of only the City of Newburgh Community Development Agency (the "CDA"), the City of Newburgh City Council (the "Council"), and the City of Newburgh Industrial Development Agency (the "Agency"). After the beginning of the First Annual Meeting of Members, there shall be no additional Members except by the unanimous vote of the then existing Members.

Section 2. Meetings of the Members of the Corporation.

(a) The Annual Meeting shall be held on the second Tuesday in February of each year. Special Meetings of Members may be called by the Board of Directors and by the Members entitled to cast ten percent of the total number of votes entitled to be cast at such meeting, who may in writing demand the call of a special meeting specifying the date and month thereof which shall not be less than two nor more than three months from the date of such written demand. Any Annual Meeting of Members may be held at such place in Newburgh, New York, as the Members may from time to time fix. In the event the Members shall fail to fix such place or time, or in the event Members or the Board of Directors or any officer of the Corporation shall call a Special Meeting, then, in such event, such meeting shall be held at the principal office of the Corporation. Annual or Special Meetings of Members may also be called by the Board of Directors of the Corporation or by an officer of the Corporation instructed to do so by the Board of Directors of the Corporation, except to the extent that Directors of the Corporation may be required by law to call a meeting, and shall be called by the Secretary on behalf of the Members when required to do so by law.

(b) Except as provided herein with respect to waivers of notice, written notice stating the place, day

and hour of the meeting shall be given for all meetings of Members. Unless it is an Annual Meeting such notice shall indicate that it is being called by or at the direction of the person or persons calling the meeting. Notices of Special Meetings shall state the purpose or purposes for which the meeting is called. At any Special Meeting, only the business stated in the notice of meeting may be transacted thereat. Notice of any meeting of Members shall be given, either personally or by first class mail not less than ten (10) days nor more than fifty (50) days before the date of the meeting, to each Member at his address recorded on the records of the Corporation, or at such other address which the Member may have furnished in writing to the Secretary of the Corporation. If mailed, notice shall be deemed to have been given when deposited in the United States mail with postage thereon prepaid.

(c) No notice of any meeting need be given to any Member who submits a signed waiver of notice, in person or by proxy, before or after the meeting. The attendance of a Member in person or by proxy at a meeting without protesting the lack of notice of said meeting shall constitute a waiver of notice by such Member.

Section 3. Voting

Every Member of record shall be entitled to one vote on each matter submitted to a vote of Members.

Section 4. Proxies

Every Member entitled to vote at a meeting of Members or to express consent or dissent without a meeting may authorize another person or persons to act for him by proxy. Every proxy must be in writing and signed by the Member or his attorney-in-fact. No proxy shall be valid after the expiration of eleven months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing it, except as otherwise provided by law.

Section 5. Fixing Record Date

For the purpose of determining the Members entitled to vote at any meeting of Members or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purpose of determining Members entitled to receive any distribution or the allotment of any rights, or for the purpose of any other action by the Members, the Board of Directors may fix, in advance, a date as the record date for any such determination of Members. Such record date shall not be more than fifty (50) nor less than ten (10) days before the date of such meeting.

Section 6. Written Consent of Members for Action Without Meeting

Whenever under the Not-For-Profit Corporation law members are required or permitted to take any action by vote, such action may be taken without a meeting on written consent,

setting forth the action so taken, signed by all of the members entitled to vote thereon. However, this paragraph shall not be construed to alter or modify any provision of the Certificate of Incorporation, if any, under which the written consent of less than all of the members is sufficient for corporate action.

Section 7. Procedure at Meetings of the Members of the Corporation

(a) Meetings of Members shall be presided over by the following officers, in order of seniority - the President, Vice President or, if none of the foregoing is in office or present at the meeting, by a Chairman to be chosen by a majority of the Members in attendance. The Secretary or an Assistant Secretary of the Corporation shall act as Secretary of every meeting of Members. When neither the Secretary nor an Assistant Secretary is available, the presiding officer may appoint a Secretary of the meeting.

(b) The order of business at all meetings of Members shall be as follows:

1. Roll call
2. Reading and approval of the minutes of the preceding meeting
3. Report of standing committees
4. Officers' reports

5. Annual Report of Directors as provided for in section 519 of the Not-For-Profit Corporation Law or any successor provision thereof

6. Old business

7. New business

8. Adjournment

(c) Except as provided by law, the Members entitled to cast a majority of the total number of votes entitled to be cast at the meeting shall constitute a quorum at a meeting of Members for the transaction of any business. The Members present may adjourn the meeting despite the absence of a quorum.

(d) Except as otherwise provided by law or in these by-laws, whenever any corporate action is to be taken by vote of the Members, it shall be authorized by a majority of the votes cast at a meeting of Members by the Members entitled to vote thereon.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Board of Directors

The Corporation shall be managed by a Board of Directors. All references in these by-laws to Board of Directors shall be references to the Board of Directors of the Corporation. Each Director shall be at least eighteen (18) years of age. The number of Directors constituting

the entire Board shall be not less than three nor more than seven. Subject to this required minimum and maximum the number of the Board of Directors may be increased or decreased by action of the Members. No decrease shall shorten the term of any Director then in office.

Section 2. Initial Directors

The first Board of Directors shall consist of those persons named as the Initial Directors in the Certificate of Incorporation of the Corporation, and they shall hold office until the First Annual Meeting of Members as set forth herein, and until their successors have been duly appointed and qualified. Beginning with the First Annual Meeting of Members, Directors shall be elected for the term of one year, at the Annual Meeting of the Members, except as hereinafter otherwise provided for filling vacancies. The Directors shall hold office for said term of one year and until their successors are elected and qualify. Each Member shall be entitled to as many votes as shall equal the number of Directors to be elected, and he may cast all of such votes for a single Director or may distribute them among the number to be voted for, or any two or more of them as he may see fit.

Section 3. Removal or Resignation

(a) Any or all of the Directors may be removed for or without cause at any Annual or Special Meeting of the Members by the affirmative vote of a majority of the votes cast at such meeting by the Members entitled to vote in the election of such Director or Directors. However, no Director may be removed when the votes cast against his removal would be sufficient to elect him if voted cumulatively at an election at which the same total number of votes were cast and the entire Board were then being elected. The Board of Directors may also remove any Director thereof for cause provided there is a quorum present at the meeting of Directors at which such action is taken.

(b) A Director may resign at any time by giving written notice to the Board of Directors or to an officer of the Corporation. Unless otherwise specified in the notice, resignation shall take effect upon receipt thereof by the Board of Directors or such officer. Acceptance of such resignation shall not be necessary to make it effective.

(c) In the event of the death, resignation, removal or retirement of a Director or Directors, or if for any other reason there is a vacancy among Directors, the Board of Directors shall immediately fill the vacancy or vacancies so created, by the election of a Director or Directors to hold office until the next annual meeting of

the corporation at which the election of Directors is in the regular order of business and until his or their successor or successors have been elected and qualify.

Section 4. Meetings of the Board of Directors

(a) The annual meeting of the Board of Directors shall be held immediately following the Annual Meeting of Members in the same location as was held the Annual Meeting of Members. Regular meetings of the Board of Directors shall be held at such time and place in the City of Newburgh New York, as shall be fixed by the Board of Directors from time to time. Special meetings of the Board of Directors shall be held on such date or dates, and at such place or places in the City of Newburgh, New York, as may be fixed in the call for such special meeting. In the event that no place or places shall be fixed for the location of any such regular or special meeting, such meeting shall be held at the principal office of the Corporation.

(b) No notice shall be required for regular meetings of the Board of Directors for which the time and place of that regular meeting have been fixed at a previous meeting of the Board of Directors. Special meetings of the Board of Directors may be called by or at the direction of the President. Special meetings of the Board shall be held upon notice to the Directors. Notice of a special meeting may be given personally to each member of the Board

of Directors or may be mailed to the business or home address of each member of the Board of Directors at least five (5) days prior to the date of such special meeting. The notice of a special meeting shall state the place, date, and hour of the meeting, indicate that it is being issued by or at the direction of the person or persons calling the meeting, and specify the purpose thereof. Notice shall be deemed to have been given when deposited in the United States mail with postage thereon prepaid directed to the Director at his business or home address. No notice of any meeting need be given to any member of the Board of Directors who submits a signed waiver of notice before or after the meeting. The attendance of a member of the Board of Directors at a meeting without protesting the lack of notice of said meeting prior thereto or at its commencement shall constitute a waiver of notice by such Director. At such a special meeting, no business shall be considered other than as designated in the notice of meeting for that meeting.

(c) The Board of Directors by resolution adopted by a majority of the entire Board, may designate from among its members an executive committee and other standing committees, each consisting of three or more Directors, and each of which, to the extent provided in such resolution, shall have all the authority of the Board, except as to the matters

prohibited by section 712 of the Not-for-Profit Corporation Law.

(d) Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all Members of the Board or the committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the members of the Board or committee shall be filed with the minutes of the proceedings of the Board or committee.

Section 5. Quorum

At all meetings of the Board of Directors, a majority of all of the members of the Board of Directors shall constitute a quorum for the purpose of transacting business. The act of the majority of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by law, by the Certificate of Incorporation, or by a by-law adopted by the Members.

Section 6. Order of Business

At the regular meetings of the Board of Directors, the following shall be the order of business:

(a) Roll call;

(b) Reading and approval of minutes of the previous meeting;

(c) Bills and communications;

(d) Report of the Treasurer;

(e) Reports of committees;

(f) Unfinished business;

(g) New business;

(h) Adjournment

The order of business may be altered or suspended at any meeting by the Board of Directors. Except as otherwise provided by the Board of Directors, all resolutions shall be in writing and shall be copied in or attached to the journal of the proceedings of the Corporation.

Section 7. Manner of Voting

The voting on all questions coming before the Board of Directors shall be by roll call, and the yeas and nays shall be entered on the minutes of such meetings, except in the case of elections when the vote may be by ballot.

Section 8. Action by Telephone

One or more members of the Board of Directors may participate in a meeting of such Board by means of conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Section 9. Compensation of Directors

(a) The Corporation shall receive no compensation in connection with the financing of a project, except for its expenses.

(b) Directors shall not receive any compensation for their services, but by resolution of the Board of Directors may receive the actual expenses of attendance at each regular or special meeting of the Board.

ARTICLE V

OFFICERS

Section 1. Officers

The Board of Directors may elect a President, a Vice President, a Secretary, an Assistant Secretary, a Treasurer, and an Assistant Treasurer. Any two or more offices, except the offices of President and Secretary or the offices corresponding thereto, may be held by the same person. Each officer shall hold office until the Annual Meeting of the Board of Directors, and until his successor has been duly elected and qualified. The Board of Directors may remove any officer with or without cause at any time.

Section 2. President

The President shall be the chief executive officer of the Corporation, shall be an ex officio member of all standing committees, shall have the responsibility for the

general management and supervision of the affairs of the Corporation subject to the control of the Board of Directors, and shall carry out the resolutions of the Board of Directors. He shall preside at all meetings of Members and at all meetings of Directors. Except as otherwise authorized by resolution of the Board of Directors of the Corporation, the President shall execute (manually or by facsimile signature) all agreements, contracts, deeds, bonds or other evidences of indebtedness and any other instruments of the Corporation on behalf of the Corporation. He shall have the power to appoint and discharge agents and employees, subject to the approval of the Board of Directors. He shall perform all the duties usually incident to the office of president.

Section 3. Vice President

The Vice President shall perform the duties and exercise the powers of the President in the absence or disability of the President of the Corporation. The Vice President shall perform such additional duties as may be prescribed by the Board of Directors or delegated by the President from time to time.

Section 4. Treasurer

The Treasurer shall have the care and custody of all of the funds, securities, evidences of indebtedness, and other valuable documents of the Corporation, and shall deposit said funds in the name of the Corporation in such

bank or banks as the Board of Directors may from time to time determine. Except as otherwise authorized by resolution of the Board of Directors, the Treasurer shall sign all checks, drafts, notes and orders for the payment of money by the Corporation which shall have been duly authorized by the Board of Directors and countersigned by the President or Vice President. The Treasurer shall keep regular books of account showing receipts and expenditures, and shall render to the Board of Directors at each regular meeting an account of the financial transaction and the current financial condition of the Corporation. He shall at all reasonable times exhibit his books and accounts to any Director of the Corporation upon application at the office of the Corporation during business hours. He shall perform all other duties and acts incident to the office of Treasurer. He shall give such bond for the faithful performance of his duties as the Board of Directors may determine.

Section 5. Assistant Treasurer

The Assistant Treasurer shall perform the duties and exercise the powers of the Treasurer in the absence or incapacity of the Treasurer and shall perform such additional duties as may be prescribed by the Board of Directors from time to time. In the event of the resignation or death of the Treasurer, the Assistant Treasurer shall perform the duties of the Treasurer until such time as the Board

of Directors shall appoint a new Treasurer. The Assistant Treasurer shall give such bond for the faithful performance of his duties as the Board of Directors may determine.

Section 6. Secretary

The Secretary shall keep the minutes of all meetings of the Board of Directors, keep the minutes of all meetings of the Members, keep the minutes of all meetings of committees in books provided for that purpose, unless otherwise directed, keep a record of all votes, record the proceedings of the Board of Directors and of the Members in a journal of proceedings to be kept for such purpose, shall give, or cause to be given, notice of all meetings of Members and Directors, and all other notices required by law or these by-laws, and in case of his absence or refusal so to do, any such notice may be given by any person thereunto directed by the President or by the Directors or Members upon whose request the meeting is called. He shall have custody of the Corporation's seal and affix the same to all instruments requiring it when authorized by the Directors or the President, and attest the same. He shall file all written requests that notices be mailed to Members at an address other than that which appears on the record of Members. He shall perform all duties incident to his office.

Section 7. Assistant Secretary

The Assistant Secretary shall perform the duties of the Secretary in the absence or incapacity of the Secretary and shall perform such additional duties as may be prescribed by the Board of Directors from time to time. In the event of the resignation or death of the Secretary, the Assistant Secretary shall become Acting Secretary and shall perform the duties and exercise the powers of the Secretary until such time as the Board of Directors shall appoint a new Secretary.

Section 8. Additional Duties

All officers of the Corporation shall perform such other duties and functions as may from time to time be authorized by resolution of the Board of Directors or be required by the Board of Directors, by the by-laws of the Corporation, or otherwise.

Section 9. Delegation of Duties of Officers

Except as otherwise provided by law, in case of the absence of any officer of the Corporation or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, the powers or duties, or any of them, of such officer to any other officer, or to any Director, provided a majority of the Directors then in office concur therein.

Section 10. Vacancies

Should any office become vacant, the Board of Directors shall appoint a successor at the next regular meeting, and such appointment shall be for the unexpired term of such office.

ARTICLE VI

MISCELLANEOUS

Section 1. Books and Records

The Corporation shall keep, at the principal office of the Corporation, complete and correct records and books of account, and shall keep minutes of the proceedings of the Members, the Board of Directors, or any committee appointed by the Board of Directors, as well as a list or record containing the names and addresses of all Members. Authorized officers or employees of the Corporation shall have the right to inspect such books and records of the Corporation at any reasonable time during normal business hours.

Section 2. Fiscal Year

The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors subject to applicable law.

Section 3. Indemnification

(a) To the extent permitted by law, the Corporation shall indemnify any person, made a party to an action

by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he, his testator or intestate, is or was a Director or officer of the Corporation, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, or in connection with an appeal therein, except in relation to matters as to which such Director, officer, or employee is adjudged to have breached his fiduciary duty to the Corporation under section 717 of the New York Not-For-Profit Corporation Law.

(b) To the extent permitted by law, the Corporation shall indemnify any person made, or threatened to be made, a party to an action or proceeding other than one by or in the right of the Corporation to procure a judgment in its favor, whether civil or criminal, including an action by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise, which any Director or officer of the Corporation served in any capacity at the request of the Corporation, by reason of the fact that he, his testator or intestate, was a Director or officer of the Corporation, or served such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, against

judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if such Director or officer acted in good faith for a purpose which he reasonably believed to be in, or, in the case of service for any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise not opposed to, the best interests of the Corporation and, in criminal actions or proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful.

(c) The foregoing rights of indemnification shall not be exclusive of other rights to which any Director, officer or other person may be entitled.

(d) The Corporation may procure or cause to be procured any insurance for officers and Directors authorized by law, including insurance authorized under section 727 of the Not-For-Profit Corporation Law.