CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
June 9, 2025
7:00 PM

Mayor/Alcaldesa

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

City Clerk:/Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

Communications/Communicaciones

4. Approval of the minutes from the City Council meeting of May 27, 2025 / Aprovacion del Acta de la Reunion General del Consejal del 27 de mayo de 2025
5. City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia de los Planes de Cada Departamento

Presentations/Presentaciones

6. PKF O'Connor Davies, LLP - 2024 Audit Presentation

   PKF O'Connor Davies, LLP - Presentación de la auditoría 2024

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

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

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

7. Resolution No. 131 - 2025 - Delano-Hitch Aquatic Center - Change Order No. 1 with DJ Heating & Air Condition, Inc.

   Resolution authorizing Change Order No. 1 to the mechanical construction contract with DJ Heating & Air Conditioning, Inc. for the Delano-Hitch Recreation Park Aquatic Center Improvements Project

   Resolución que autoriza la Orden de Cambio No. 1 al contrato de construcción mecánica con DJ Heating & Air Conditioning, Inc. para el proyecto de Mejoras del Centro Acuático del Parque Recreativo Delano-

Hitch

8. Resolution No. 132 - 2025 - Delano-Hitch Aquatic Center - Change Order No. 2 with TWP Plumbing & Heating, Inc.

   Resolution authorizing Change Order No. 2 to the plumbing construction contract with TWP Plumbing & Heating, Inc. for the Delano-Hitch Recreation Park Aquatic Center Improvements Project

   Resolución que autoriza la Orden de Cambio No. 2 al contrato de construcción de plomería con TWP Plumbing & Heating, Inc. para el proyecto de Mejoras del Centro Acuático del Parque Recreativo Delano-Hitch

9. Resolution No. 133 - 2025 - Delano-Hitch Aquatic Center - Change Order No. 4 with Butler Construction

   Resolution authorizing Change Order No. 4 to the construction contract with Butler Construction Group, Inc. for the Delano-Hitch Recreation Park Aquatic Center Improvements Project

   Resolución que autoriza la Orden de Cambio No. 4 al contrato de construcción con Butler Construction Group, Inc. para el proyecto de Mejoras del Centro Acuático del Parque Recreativo Delano-Hitch

10. Resolution No. 134 - 2025 - General Fund Budget Adjustment

    Resolution amending Resolution No.: 249-2024, the 2025 budget for The City of Newburgh, New York to increase general fund revenue line for miscellaneous revenue and increase general fund expense line for highway resurfacing.

    Resolución que enmienda la Resolución No. 249-2024, el presupuesto de 2025 para la Ciudad de Newburgh, Nueva York, para aumentar la linea de ingresos del fondo general para Ingresos varios y aumentar la línea de gastos del Fondo General para la repavimentación de carreteras

11. Resolution No. 135 - 2025 - Finance - Checks Printer

    Resolution authorizing the City Manager to execute a services agreement and master lease agreement addendum with Ricoh USA, INC. for a new printer in the Finance Department at an additional cost of $22.12 per month

    Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo de servicios y un apéndice del contrato de arrendamiento principal con Ricoh USA, INC. para una nueva impresora en el Departamento de Finanzas a un costo adicional de $22.12 por mes

12. Resolution No. 136 - 2025 - CivicPlus Agenda Management Solution

    Resolution authorizing the City Manager to execute an agreement with

CivicPlus, LLC for agenda and meeting management software and related services

Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo con CivicPlus, LLC para el software de administración de agendas y reuniones y servicios relacionados

13. Resolution No. 137 - 2025 - Scheduling a public hearing - Verizon of New York Inc. cable franchise agreement renewal

    Resolution scheduling a public hearing for July 14, 2025 to receive public comment concerning the renewal of a cable franchise agreement between the City of Newburgh and Verizon New York Inc.

    Resolución que programa una audiencia pública para el 14 de julio de 2025 para recibir comentarios públicos sobre la renovación de un acuerdo de franquicia de cable entre la Ciudad de Newburgh y Verizon New York Inc.

14. Resolution No. 138 - 2025 - Apply for and Accept if Awarded $2mm from the NYSDOS LWRP Program for the Construction of the Newburgh Landing

    Resolution authorizing the City Manager to apply for and accept if awarded a New York State Department of State Local Waterfront Revitalization Program Grant through the 2025 Consolidated Funding Application in an amount not to exceed $2,000,000.00 with a 25% percent match for the construction of the Newburgh Landing Dock

    Resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención Estatal del Departamento del Programa de Revitalización de la Marina Local del Estado de Nueva York por medio de la solicitud de Financiamiento Consolidado del 2025 por un monto que no exceda $2,000,000.00 con un igualamiento del 25% para la construcción del embarcadero de Newburgh

15. Resolution No. 139 - 2025 - Apply for and Accept if Awarded up to $400,000 for Phase 2 Planning and Implementation of the Newburgh Hillside BOA, from the NYS DOS BOA Grant Program

    Resolution of the City Council authorizing the submission of a New York State Consolidated Funding Application and to accept if awarded a New York State Department of State Brownfield Opportunity Area Program Grant in the amount of $400,000.00 with a 10% City match for pre-development activities within the State-Designated “Newburgh, NY Hillside Brownfield Opportunity Area”

    Resolución del Concejo Municipal que autoriza la presentación de una solicitud de Financiamiento Consolidado del Estado de Nueva York y a aceptar si se le otorga una Subvención del Programa del Área de Oportunidad Brownfield del Departamento de Estado de Nueva York por el *monto de $ 400,000.00 con un 10% de contrapartida de la Ciudad para actividades de predesarrollo dentro del "Área de Oportunidad Brownfield Hillside de Newburgh, NY" designada por el Estado*

16. Resolution No. 140 - 2025 - Appointment of Gabrielle Burton Hill and Carmen Santiago to the Human Rights Commission

    Resolution re-appointing Gabrielle Burton-Hill and appointing Carmen Santiago to fill vacancies on the Human Rights Commission

    Resolución re-nombrando a Gabrielle Burton-Hill y nombrando a Carmen Santiagoy para cubrir puestos vacantes en la Comisión de Derechos Humanos

17. Resolution No. 141 - 2025 - Authorizing a Settlement Agreement for 394 Washington Street

    Resolution authorizing the City Manager to execute a settlement agreement in connection with the premises located at 394 Washington Street (Section 34, Block 3, Lot 47)

    Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo de conciliación en relación con las instalaciones ubicadas en 394 Washington Street (Sección 34, Bloque 3, Lote 47)

18. Resolution No. 142 - 2025 - Authorizing a Settlement Agreement for 17 William Street

    Resolution authorizing the City Manager to execute a settlement agreement in connection with the premises located at 17 William Street (Section 36, Block 6, Lot 10)

    Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo de conciliación en relación con las instalaciones ubicadas en 17 William Street (Sección 36, Bloque 6, Lote 10)

19. Resolution No. 143 - 2025 - Resolution to Approve a Consent Judgement Involving 42 Liberty Street LLC

    Resolution approving the consent judgment and authorizing the City Manager to sign such consent judgment in connection with the tax certiorari proceeding against the City of Newburgh in the Orange County Supreme Court bearing Orange County Index NO. EF006229-2024 involving Section 46, Block 1, Lot 1 (42 Liberty Street, LLC)

    Resolución que aprueba la sentencia consentida y autoriza al Gerente de la Ciudad a firmar dicha sentencia consentida en relación con el procedimiento de certiorari de impuestos contra la Ciudad de Newburgh en el Tribunal Supremo del Condado de Orange que lleva el índice del Condado de Orange NO. EF006229-2024 que involucra la Sección 46, *Bloque 1, Lote 1 (42 Liberty Street, LLC)*

20. Resolution No. 144 - 2025 - Payment of Claim with Runner I LLC

    A resolution authorizing the City Manager to execute a payment of claim with Runner I LLC in the amount of $7,500.00

    Una resolucion autorizando el gerente de la Ciudad a ejecutar un reclamo de pago con Runner I LLC por el monto de $7,500.00

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 131 - 2025

OF

JUNE 9, 2025

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE MECHANICAL CONSTRUCTION CONTRACT WITH DJ HEATING & AIR CONDITIONING, INC. FOR THE DELANO-HITCH RECREATION PARK AQUATIC CENTER IMPROVEMENTS PROJECT

WHEREAS, by Resolution No. 246-2023 of December 11, 2023, the City Council of the City of Newburgh, New York awarded a bid to DJ Heating & Air Conditioning, Inc. in the total amount of $320,000.00 for the mechanical construction of the Delano-Hitch Recreation Park Aquatic Center Improvements Project; and

WHEREAS, contract changes include reducing the overall contract price by $14,778.29 from $320,000.00 to $305,221.71 as a credit to the City for unused contingency allowance funds in the contract; 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. 1 with DJ Heating & Air Conditioning, 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, Newbugh, NY 12550

CONTRACT INFORMATION:
Contract For: Mechanical Construction
Date: 04/15/2024

CHANGE ORDER INFORMATION:
Change Order Number: CO-MC-001
Date: 05/27/2025

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

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

CONTRACTOR: *(name and address)*
DJ Heating & Air Conditioning Inc.
1409 Route 9W, Marlboro, NY 12542

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.)

Decreasing contract allowance (see attached spreadsheet).

The original Contract Sum was	$	320,000.00
Net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	320,000.00
The Contract Sum will be decreased by this Change Order in the amount of	$	14,778.29
The new Contract Sum including this Change Order will be	$	305,221.71

The Contract Time will be increased 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.

CPL
ARCHITECT *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE:

Arcadis
CONSTRUCTION MANAGER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE:

DJ Heat & Air Conditioning Inc.
CONTRACTOR *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE:

City of Newburgh
OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE:

MC			
NEWFORMA COP #	**DESCRIPTION**	**TOTAL PROPOSAL**	**STATUS**
TBD	Chemical Storage Vent	$ 1,221.71	OPEN
	TOTAL	**$ 1,221.71**	

Contingency Allowance	$ 16,000.00
Total allowance disbursements	$ 1,221.71
Contingency Allowance Balance	$ 14,778.29
Original Contract Total	$ 320,000.00
New Contract Total	**$ 305,221.71**

RESOLUTION NO.: 132 - 2025

OF

JUNE 9, 2025

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 2 TO THE PLUMBING CONSTRUCTION CONTRACT WITH TWP PLUMBING & HEATING, INC. FOR THE DELANO-HITCH RECREATION PARK AQUATIC CENTER IMPROVEMENTS PROJECT

WHEREAS, by Resolution No. 247-2023 of December 11, 2023, the City Council of the City of Newburgh, New York awarded a bid to TWP Plumbing & Heating, Inc. in the total amount of $846,000.00 for the plumbing construction of the Delano-Hitch Recreation Park Aquatic Center Improvements Project; and

WHEREAS, contract changes include reducing the overall contract price by $42,300.00 from $846,000.00 to $803,700.00 as a credit to the City for unused contingency allowance funds in the contract; 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 TWP Plumbing & Heating, 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: Mechanical Construction Date: 04/15/2024	**CHANGE ORDER INFORMATION:** Change Order Number: CO-PC-002 Date: 05/27/2025
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	**CONSTRUCTION MANAGER:** *(name and address)* Arcadis 44 S Broadway #1200 White Plains, NY 10601
CONTRACTOR: *(name and address)* TWP Plumbing & Heating Inc. 57 South Central Avenue, Elmsford, NY 10523		

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.)

Decreasing contract allowance (see attached spreadsheet).

The original Contract Sum was	$	846,000.00
Net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	846,000.00
The Contract Sum will be decreased by this Change Order in the amount of	$	42,300.00
The new Contract Sum including this Change Order will be	$	803,700.00

The Contract Time will be increased 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.

CPL **ARCHITECT** *(Firm name)*	Arcadis **CONSTRUCTION MANAGER** *(Firm name)*
SIGNATURE	**SIGNATURE**
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
DATE:	**DATE:**
TWP Plumbing & Heating Inc. **CONTRACTOR** *(Firm name)*	City of Newburgh **OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
DATE:	**DATE:**

PC			
NEWFORMA COP #	DESCRIPTION	TOTAL PROPOSAL	STATUS
	TOTAL		

Contingency Allowance	$	42,300.00
Total allowance disbursements	$	-
Contingency Allowance Balance	$	42,300.00
Original Contract Total	$	846,000.00
New Contract Total	**$**	**803,700.00**

RESOLUTION NO.: 133 - 2025

OF

JUNE 9, 2025

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 4 TO THE CONSTRUCTION CONTRACT WITH BUTLER CONSTRUCTION GROUP, INC. FOR THE DELANO-HITCH RECREATION PARK AQUATIC CENTER IMPROVEMENTS PROJECT

WHEREAS, by Resolution No. 245-2023 of December 11, 2023, the City Council of the City of Newburgh, New York awarded a bid to Butler Construction Group, Inc. in the total amount of $10,024,210.00 for the construction of the Delano-Hitch Recreation Park Aquatic Center Improvements Project; and

WHEREAS, contract changes include adding $131,439.05 to the contingency allowance and increasing the contract price from $10,254,260.00 to $10,385,699.05; and

WHEREAS, Butler Construction Group, Inc. has submitted Change Order No. 4 to include the additional funding for the contract increase derived from a combination of funding sources, including the City's allocation of American Rescue Plan Act funds, a NY SWIMS grant, and a BAN; 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. 4 with Butler Construction Group, 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)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Delano-Hitch Recreation Park Aquatic Center Improvements 375 Washington Street, Newbugh, NY 12550	Contract For: General Construction Date: 04/15/2024	Change Order Number: CO-GC-004 Date: 05/27/2025
OWNER: *(name and address)*	**ARCHITECT:** *(name and address)*	**CONSTRUCTION MANAGER:** *(name and address)*
City of Newburgh 83 Broadway, Newburgh, NY 12550	CPL Architecture, Engineering, Planning 26 IBM Road, Poughkeepsie, NY 12601	Arcadis 44 S Broadway #1200 White Plains, NY 10601
CONTRACTOR: *(name and address)* Butler Construction Group 275 Union Street, Montgomery, NY 12549		

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.)

Increasing contract for open PCOS (see attached spreadsheet).

The original Contract Sum was	$	10,024,210.00
Net change by previously authorized Change Orders	$	230,050.00
The Contract Sum prior to this Change Order was	$	10,254,260.00
The Contract Sum will be increased by this Change Order in the amount of	$	131,439.05
The new Contract Sum including this Change Order will be	$	10,385,699.05

The Contract Time will be increased 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.

CPL	Arcadis
ARCHITECT *(Firm name)*	**CONSTRUCTION MANAGER** *(Firm name)*
SIGNATURE	**SIGNATURE**
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
DATE:	**DATE:**
Butler Construction	City of Newburgh
CONTRACTOR *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
DATE:	**DATE:**

GC			
NEWFORMA COP #	**DESCRIPTION**	**TOTAL PROPOSAL**	**STATUS**
GC-COP-032	Stamped Dyed Concrete per IB-037	$ 2,921.00	OPEN
GC-COP-034	Parking Lot Concrete Removal	$ 13,386.00	OPEN
GC-COP-035	Parking Lot Unsuitable Soils	$ 29,300.00	OPEN
GC-COP-036	Move TWP Conex	$ 962.00	OPEN
GC-COP-037	Unsuitable Fill - Brick Removal	$ 23,296.00	OPEN
GC-COP-039	IB-039 Additional ADA Detectable Warnings Strips	$ 3,440.00	OPEN
GC-COP-042	IB-43 Added Stamped Concrete	$ 10,880.00	OPEN
GC-COP-043	Sink Modifications	$ 3,318.00	OPEN
GC-COP-046	Credit for Removable Stanchions IB044	$ (176.00)	OPEN
TBD	Pool Cover	$ 27,162.00	OPEN
TBD	Exterior Signage for Building (paid partially)*	$ 4,137.05	OPEN
GC-COP-047	Splash Pad Surge Tank Check Valves	$ 4,045.00	OPEN
GC-COP-048	Added Exterior Signs and Exit Alarm	$ 750.00	OPEN
GC-COP-049	Added ADA Bench	$ 3,161.00	OPEN
TBD	Revised and Added Pool Signage	$ 2,874.00	OPEN
TBD	Filter Pump Check Valve	$ 1,983.00	OPEN
	SUB TOTAL	**$ 131,439.05**	
	***Partial ADA issued for the exterior bldg. signage**	**$8,200.00**	
	TOTAL	**$131,439.05**	

Contingency Allowance	$ 491,820.00
Total allowance disbursements	$ 491,820.00
Contingency Allowance Balance	$ -
Original Contract Total	$ 10,024,210.00
Previous Change Order Total	$ 230,050.00
Current Contract Total	$ 10,254,260.00
Funds Needed to Add to Contract	$ 131,439.05
New Contract Total	**$ 10,385,699.05**

RESOLUTION NO.: ___134___ - 2025

OF

JUNE 9, 2025

RESOLUTION AMENDING RESOLUTION NO.: 249-2024, THE 2025 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO INCREASE GENERAL FUND REVENUE LINE FOR MISCELLANEOUS REVENUE AND INCREASE GENERAL FUND EXPENSE LINE FOR HIGHWAY RESURFACING

WHEREAS, by Resolution No. 93-2025 of April 28, 2025, the City Council approved acceptance of a payment from Central Hudson in the amount of $212,300.00 in lieu of Central Hudson's paving obligations in connection with a gas and service line replacement project; and

WHEREAS, an amendment to the 2025 Budget is necessary to increase General Fund revenue and expense lines; the same being in the best interest of the City of Newburgh;

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

		Decrease	Increase
A.0000.2701.0000.0000	General Fund Misc. Revenue		$212,300.00
A.5110.0206.0000.0000	General Fund Highway Resurfacing		$212,300.00
TOTAL:			$212,300.00

RESOLUTION NO.: ___93___-2025

OF

APRIL 28, 2025

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PAYMENT IN LIEU OF PAVING FROM CENTRAL HUDSON GAS & ELECTRIC CORPORATION

WHEREAS, Central Hudson Gas & Electric Corporation ("Central Hudson") recently replaced several gas main and service lines to individual homes and businesses in the general map area annexed to this resolution; and

WHEREAS, Central Hudson was obligated to pave the affected streets upon completion of its gas main and service line replacement project; and

WHEREAS, the City of Newburgh prefers to manage the street paving in the affected areas, owing to other upcoming City infrastructure projects; and

WHEREAS, Central Hudson has offered payment to the City of Newburgh in lieu of its paving obligation in the amount of $212,300.00; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to accept this payment in lieu of paving from Central Hudson; and

WHEREAS, this payment in lieu of paving shall be used to increase revenue budget line A.0000.2701.0000.0000 – Miscellaneous Revenue, and expense budget line A.5110.0206.0000.0000 – Highway Resurfacing.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City of Newburgh authorizes the acceptance of a payment in the amount of $212,300.00 from Central Hudson in lieu of Central Hudson's paving obligation in the general map area annexed to this resolution, and the City Manager is hereby authorized to execute documents to effectuate the acceptance of said payment from Central Hudson.

I, Katrina Cotten, City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 4/28/25 and that it is a true and correct copy of such original.
Witness my hand and seal of the City of Newburgh this 29th day of Apr. 20 25

Katrina Cotten
City Clerk

RESOLUTION NO.: ____135____ - 2025

OF

JUNE 9, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SERVICE AGREEMENT AND MASTER LEASE AGREEMENT ADDENDUM WITH RICOH USA, INC. FOR A NEW PRINTER IN THE FINANCE DEPARTMENT AT AN ADDITIONAL COST OF $22.12 PER MONTH

WHEREAS, the Finance Department requires a new printer capable of printing checks necessary to perform the Department's statutory duties, assigned tasks and day-to-day operations; and

WHEREAS, the City is a party to a Master Lease Agreement with Ricoh USA, Inc. for copiers and other office equipment and the additional cost of the new printer is $22.12 per month; and

WHEREAS, such funds are established and shall be derived from the City's 2025 Budget; and

WHEREAS, a service agreement for the new printer and master lease agreement addendum are attached hereto; and

WHEREAS, this Council has reviewed the service agreement and master lease agreement addendum and has determined such agreements are in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to execute a service agreement for a new printer in the Finance Department at an additional cost of $22.12 per month and Master Lease Agreement Addendum with Ricoh USA, Inc.

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

THIS ADDENDUM (this "Addendum"), dated as of the _____ day of _____________, ______, is to that certain Master Lease Agreement no.______________________________(the Agreement"), dated as of the _______ day of _________________, ______, between Ricoh USA, Inc. ("we" or "us") and ____, as customer ("Customer" or "you").

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. The first and second sentences of Section 16 of the Agreement shall be amended and restated to read as follows:

   "YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULES WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. YOU ALSO CONSENT TO THE VENUE AND JURISDICTION OF ANY COURT LOCATED IN THE STATE OF NEW YORK TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT."

2. Section 16 of the Agreement shall be further amended by adding the following sentence at the end of such Section: "If required by law, the provisions of Section 109 of the New York General Municipal Law are incorporated herein by reference."

3. Section 18(b) of the Agreement shall be amended and restated to read as follows:

   "(b) Non-Appropriation of Funds. You intend to remit all Payments and other amounts due to us for the entire term of this Lease Agreement and each Schedule to this Lease Agreement if funds are legally available. You reasonably believe that moneys in an amount sufficient to remit all such Payments and amounts can and will lawfully be appropriated and made available to permit your continued utilization of the Product and the performance of its essential function during the entire term of this Lease Agreement and each Schedule to this Lease Agreement. The person in charge of preparing your budget will include in each of your fiscal budgets a request for all Payments to become due in such fiscal period and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal period sufficient to pay all Payments coming due therein. We acknowledge that appropriation of moneys for Payments is a governmental function which you cannot contractually commit yourself in advance to perform, and neither this Lease Agreement nor any Schedule to this Lease Agreement constitutes such a commitment. In the event you are not granted an appropriation of funds for any Product subject to any Schedule to this Lease Agreement at any time during the term of such Schedule, at least thirty (30) days prior to the end of your fiscal period, your chief financial officer shall certify in writing to us that funds have not been appropriated for the next fiscal period and, thereafter you shall have the right to return all,

Customer Initials

but not less than all, of such Product, at your sole expense, in accordance with Section 14 of this Lease Agreement and terminate the Payments under such Schedule on the last day of the fiscal period for which appropriations were received by remitting to us all Payments and other amounts which are due and have not been paid at or before the end of such fiscal period.

This Lease Agreement and each Schedule to this Lease Agreement shall be deemed executory only to the extent of monies appropriated and available for the purpose of such Schedule, and no liability on account thereof shall be incurred by the Customer beyond the amount of such monies. The lease obligation under a Schedule to this Lease Agreement is not a general obligation of the Customer. Neither the full faith and credit nor the taxing power of the Customer are pledged to the payment of any amount due or to become due under such lease under a Schedule to this Lease Agreement. It is understood that neither this Lease Agreement, any Schedule to this Lease Agreement nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of this Lease Agreement or any Schedule to this Lease Agreement."

4. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

CUSTOMER		**Ricoh USA, Inc.**	
X______________________		______________________	
Authorized Signature	Date	*Authorized Signature*	Date
______________________		______________________	
Print Authorized Signer Name	Title	Print Authorized Signer Name	Title

RICOH

ORDER AGREEMENT

Sales Type: LEASE

Master Maintenance and Sale Agreement Number: MMSA33700593
Master Maintenance and Sale Agreement Date:

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

	PO Included PO#
Yes	Sales Tax Exempt (Attach Valid Exemption Certificate)
	Syndication
	PS Service (Subject to and governed by additional Terms and Conditions)
	IT Service (Subject to and governed by additional Terms and Conditions)

	TS PO# (if applicable) _
Yes	Add to Existing Service Contract # 5600841
Yes	Fixed Rate Service Term 12 Months
	Annual Escalation (after initial Fixed term) 7%

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, all of which are incorporated herein by reference and made part of this Order. This Order is not valid unless and until signed by and Authorized Signatory of Ricoh USA, Inc.

SERVICE INFORMATION

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

Service Term (Months)	Base Billing Frequency	Overage Billing Frequency	Service Type
12 Months	MONTHLY	QUARTERLY	SILVER

SHIP TO / PRODUCT INFORMATION

Product Description	QTY	Service Level	11 x 17	B/W Allowance *QUARTERLY*	B/W Ovg	Color Allowance *QUARTERLY*	Color Ovg	Service Base *MONTHLY*	Ship To / Equipment Address Contact Info
RICOH P501 CONFIGURABLE PTO MODEL	1	SILVER	Double Click	0	.0212		0	$0.00	83 BROADWAY NEWBURGH NY 12550-5617 US Camile Mohammed (845)845-5697 CMohammed@cityofnewburgh-ny.gov

RICOH

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**QTY**

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

Accepted by Customer	**Accepted: Ricoh USA, Inc.**
By: **X** ______________________	By: ______________________
Authorized Signer Signature	*Authorized Signer Signature*
Printed Name: ______________________	Printed Name: ______________________
Title: ____________ Date: ________	Title: ____________ Date: ________

NS

RICOH

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

Product Schedule

Master Lease Agreement Number:MLA34926735

Product Schedule Number:

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

CUSTOMER INFORMATION

NEWBURGH, CITY OF Customer (Bill To)				Camile Mohammed Billing Contact Name			
83 BROADWAY Product Location Address				83 BROADWAY FL 2 Billing Address *(if different from location address)*			
NEWBURGH City	ORANGE County	NY State	12550-5617 Zip	NEWBURGH City	ORANGE County	NY State	12550-5617 Zip
Billing Contact Telephone Number (845)845-5697			Billing Contact Facsimile Number	Billing Contact E-Mail Address CMohammed@cityofnewburgh-ny.gov			

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model	Street Address/City/State/Zip
1	RICOH P501 CONFIGURABLE PTO MODEL	83 BROADWAY NY NEWBURGH12550-5617 US

PAYMENT SCHEDULE

Minimum Term *(months)*	Minimum Payment *(Without Tax)*	Minimum Payment Billing Frequency	Advance Payment
48	$22.12	MONTHLY	☐ 1st Payment ☐ 1st & Last Payment ☐ Other

Sales Tax Exempt: Y (Attach Exemption Certificate)

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

Addendum(s) attached:

TERMS AND CONDITIONS

1. The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date.
2. You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
3. Additional Provisions (if any) are:

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

NS

CUSTOMER	**Accepted by: RICOH USA, INC.**
By: **X** ____________________	By: **X** ____________________
Authorized Signer Signature	Authorized Signer Signature
Printed Name: ____________________	Printed Name: ____________________
Title: __________ Date: __________	Title: __________ Date: __________

docusign

Certificate Of Completion

Envelope Id: 1561D4AF-0052-4504-AF1E-B2B95D005766 Status: Sent
Subject: Ricoh Docs for NEWBURGH, CITY OF to Review and Sign. Quote No 35687860, PO)
Source Envelope:

Document Pages: 4	Signatures: 0	Envelope Originator:
Certificate Pages: 1	Initials: 0	Ricoh DocuSign
AutoNav: Enabled		PO Box 6117
EnvelopeId Stamping: Enabled		Macon, GA 31208
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		RicohDocuSign@Ricoh-usa.com
		IP Address: 147.154.37.107

Record Tracking

Status: Original 5/28/2025 8:18:50 AM	Holder: Ricoh DocuSign RicohDocuSign@Ricoh-usa.com	Location: DocuSign

Signer Events	Signature	Timestamp
Camile Mohammed CMohammed@citofnewburgh-ny.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 5/28/2025 8:18:51 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Hons Brian W Brian.Hons@ricoh-usa.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 5/28/2025 8:18:51 AM Viewed: 5/28/2025 8:19:05 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/28/2025 8:18:51 AM

Payment Events	Status	Timestamps

RESOLUTION NO.: __136__ - 2025

OF

JUNE 9, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CIVICPLUS, LLC FOR AGENDA AND MEETING MANAGEMENT SOFTWARE AND RELATED SERVICES

WHEREAS, CivicPlus, LLC offers a software platform for legislative body agenda and meeting management; and

WHEREAS, the cost for the software, services, and training in the first year is $14,490.00 with annual recurring services in the amount of $7,830.00 subject to a 3% increase to be applied in year three, with such funding being derived from A.1680.0453.0000.0000 - Dues and Subscriptions; and

WHEREAS, the City Council finds that entering into an agreement with CivicPlus, LLC for the agenda and meeting management software platform and related services is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to enter into an agreement with CivicPlus, LLC for the agenda and meeting management software platform and related services in the City of Newburgh.

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-98707-1
Date: 4/21/2025 4:57 PM
Expires On: 6/30/2025

Client:
City of Newburgh, NY

Bill To:
NEWBURGH CITY, NEW YORK

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Adam Ravenstahl		adam.ravenstahl@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	AMM: Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	AMM: Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	AMM Select: Pro Premium Implementation	Pro Premium Implementation; Includes config. of up to 10 meeting types, up to 10 boards, 1 approval workflow per meeting type, 4 hrs of training, and 2 hrs of consulting; Includes 1 original agenda, 1 original minutes, and 1 original staff report design
1.00	AMM Select: Historical Import Fee with Videos (750+)	Historical import of more than 750 meetings; Volume is calculated based on number of meetings being imported; Import does include video files
1.00	AMM Select: Live Meeting Manager Implementation Fee	Live Meeting Manager Implementation

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	AMM Select: Pro Annual Fee	AMM Select: Pro Annual Fee

QTY	PRODUCT NAME	DESCRIPTION
1.00	AMM Select: Live Meeting Manager Annual Fee	AMM Select: Live Meeting Manager Annual Fee

~~List Price - Initial Term Total~~	~~USD 19,023.84~~
Total Investment - Initial Term	USD 14,490.00
Annual Recurring Services (Subject to Uplift)	USD 7,830.00

Initial Term	Beginning at signing and ending 9/30/2026, Renewal Term 10/1 each calendar year
Initial Term Invoice Schedule	$6,660 invoiced at signing. Remaining balance invoice 10/1/2025.
Renewal Procedure	Automatic 1 year renewal term, unless 30 days notice provided prior to renewal date
Annual Uplift	3% to be applied in year 3

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Total Investment – Initial Term to be prorated based on signature date.

Acceptance of Quote # Q-98707-1

The undersigned has read and agrees to the Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature	CivicPlus
By (please sign):	By (please sign):
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

CivicPlus Master Services Agreement

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between CivicPlus, LLC (“CivicPlus”) and the customer entity identified on the SOW (“Customer”). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW (“Effective Date”). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer referred to herein individually as “Party” and jointly as “Parties”.

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the “Services”); and

II. WHEREAS, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Customer and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer’s non-payment. Upon termination for Customer’s breach, Customer’s right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid.

Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a $5.00 convenience fee to be added to the mailed invoice.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the

Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.

13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the

Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services ("New Services"), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the "Feedback"). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus–negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus's indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Customer Content.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Customer agrees that it is solely responsible for the end-user's personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer's responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity,

which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any n User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.

22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its Privacy Policy. CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer, (d) in compliance with our Privacy Policy; or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.

24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.

25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party

application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center (civicplus.help) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (https://www.civicplus.help/hc/en-us/requests/new).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center (civicplus.help) to obtain each product's support hours. After hours support is available by toll- free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Customer's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.

33. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Customer's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.

36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.

37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES.EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN

THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.

45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."

46. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.

47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties' electronic signature or any resulting agreement between CivicPlus and Customer.

48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Customer's continued use of the Services following such updates constitutes Customer's acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

RESOLUTION NO.: ___137______ - 2025

OF

JUNE 9, 2025

A RESOLUTION SCHEDULING A PUBLIC HEARING FOR JULY 14, 2025 TO RECEIVE PUBLIC COMMENT CONCERNING THE RENEWAL OF A CABLE FRANCHISE AGREEMENT BETWEEN THE CITY OF NEWBURGH AND VERIZON NEW YORK INC.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that there is hereby scheduled a public hearing to receive comments concerning the renewal of a Cable Franchise Agreement between the City of Newburgh and Verizon New York Inc.; and that such public hearing be and hereby is duly set for the next meeting of the Council to be held at 7:00 p.m. on the 14th day of July, 2025, in the 3rd Floor Council Chambers, City Hall, 83 Broadway, Newburgh, New York.

Cable Franchise Renewal Agreement

By and Between

The City of Newburgh

And

Verizon New York Inc.

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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. <u>GRANT OF AUTHORITY; LIMITS AND RESERVATIONS</u>

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. **<u>PROVISION OF CABLE SERVICE</u>**

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.: ___138___ - 2025

OF

JUNE 9, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE DEPARTMENT OF STATE LOCAL WATERFRONT REVITALIZATION PROGRAM GRANT THROUGH THE 2025 CONSOLIDATED FUNDING APPLICATION IN AN AMOUNT NOT TO EXCEED $2,000,000.00 WITH A 25% PERCENT MATCH FOR THE CONSTRUCTION OF THE NEWBURGH LANDING DOCK

WHEREAS, the City of Newburgh has undertaken the reconstruction of the Newburgh Landing Dock; and

WHEREAS, the New York State Department of State's Local Waterfront Revitalization Program (LWR Program) provides grants on a competitive basis to eligible villages, towns, cities, and located along New York's coasts or designated inland waterways to revitalize communities and waterfronts through planning, design, and construction projects, with design and construction tied to prior planning; and

WHEREAS, the City of Newburgh is a qualified applicant under this LWR Program and will provide for a 25 percent match; and

WHEREAS, the Newburgh Landing Dock Project has completed 90% of design and the City of Newburgh has submitted applications to regulatory agencies in the final design permitting phase of the project; and

WHEREAS, the City has identified the LWR Program for funding to undertake the construction of the n project with the match to be derived from a budget allocation or bond;

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 Department of State Local Waterfront Revitalization Program grant through the 2025 Consolidated Funding Application in an amount not to exceed $2,000,000.00 with a 25% match to fund the construction phase of the Newburgh Landing Dock Construction Project; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

New York State Department of State

Local Waterfront Revitalization Program

Funding Available: Approximately $13.975M

Description:

The Department of State's Local Waterfront Revitalization Program (LWRP), funded under Title 11 of the Environmental Protection Fund (EPF), provides matching grants on a competitive basis to eligible villages, towns, cities located along New York's coasts or designated inland waterways, or counties or regional planning councils (with the written consent and acting on behalf of one or more eligible villages, towns, cities) for planning, design, and construction projects to revitalize communities and waterfronts. This program helps communities breathe new life into their waterfront and underused assets in ways that ensure successful and sustainable revitalization.

The Department encourages waterfront communities to prepare and implement Local Waterfront Revitalization Programs (LWRPs) with financial and technical assistance provided through this grant program.

The Department encourages applications for projects which achieve more resilient waterfront communities. New York communities are increasingly vulnerable to more intense and frequent rain events, extreme heat, drought, and greater flooding and shoreline erosion caused by heavy rain, runoff, intense winds, and wave action which have been exacerbated by climate change.

To help address these issues and improve community readiness to apply for construction funding through the Clean Water, Clean Air and Green Jobs Environmental Bond Act and other funding sources, in this solicitation, the Department is prioritizing applications to prepare a planning or feasibility study and/or design for:

- Projects that preserve, restore, and/or enhance natural landscapes that protect water quality and catalyze waterfront revitalization and projects that lead to the preservation or restoration of natural landscapes, such as forests, floodplains and wetlands, dunes, estuaries, marshes, riparian zones, riverine systems, and shellfish restoration. Projects may include:
    - Natural and nature-based shoreline stabilization
    - Living shorelines
    - Vegetated buffers
    - Culvert rightsizing
    - Natural sediment transport restoration
    - Runoff reduction and/or reduction of watershed imperviousness and preservation of groundwater infiltration
- Stormwater projects that address water quality and green infrastructure such as raingardens, bioretention areas, stormwater green streets, and porous pavement
- Projects to make public facilities, including parks, trails, blueway trails, etc. more resilient to potential severe weather and flooding impacts including water quality improvements.
- Projects which mitigate barriers to diadromous species migration including but not limited to River Herring, American Eel and Brook Trout.

The Department also encourages applications for projects which create safe and inviting public waterfront destinations and facilities which prioritize accessibility in their design. Project design should incorporate Americans with Disabilities Act (ADA) standards and other creative solutions which go beyond ADA standards to maximize accessibility to make public spaces and facilities more inclusive and usable for as many people as possible regardless of differences in ability and allow all visitors equal access to the waterfront.

The EPF LWRP Request for Applications (RFA) which details all grant program requirements and additional grant resources are available on the Department's website at: https://dos.ny.gov/2025-2026-environmental-protection-fund-local-waterfront-revitalization-program**. All applicants are strongly encouraged to read the RFA in its entirety as grant program requirements may change from year to year**.

Funding Opportunity:

Approximately $13.975 million is anticipated for award for this procurement, with up to $2 million dedicated for updates to existing LWRPs to mitigate future physical climate risks. Approximately $10.5 million of the available funding will be awarded for projects which are in, or primarily serve, areas where demographic and other relevant data demonstrate that the areas are:

- densely-populated and have sustained physical deterioration, decay, neglect, or disinvestment; or
- where a substantial proportion of the residential population is of low income, or is otherwise disadvantaged and is underserved with respect to the existing recreational opportunities

The minimum State assistance request for EPF LWRP grant funding per grant application is $50,000 and the maximum State assistance request is $2 million. Applications requesting under $50,000 in EPF LWRP grant funding will be disqualified and will not be scored.

Eligible Applicants:

Eligible applicants are:

- A village, town, or city located along New York's coasts or inland waterways as designated pursuant to Executive Law, Article 42.
- A county or regional planning council with the written consent and acting on behalf of one or more eligible villages, towns or cities.

The list of coastal waterbodies and designated inland waterways is defined in NYS Executive Law, Article 42, Section 911 available at https://www.nysenate.gov/legislation/laws/EXC/911.

Applicants may partner other organizations; however, only applications from eligible applicants will be evaluated for funding. Only the eligible applicant will be awarded a contract. **Applications submitted by not-for-profit organizations and for-profit organizations are ineligible and will not be scored.**

For applications submitted by a county or RPC with the written consent and acting on behalf of one or more eligible villages, towns, or cities, the county or RPC is required to attach a letter or resolution from each eligible village, town, and city participating in the project which demonstrates their consent and support for the county or RPC to submit an LWRP grant application on their behalf.

For applications submitted by a RPC, the RPC is required to attach the resolution, which is required under General Municipal Law, Article 12-B, Section 239-h, creating the RPC and which demonstrates membership of each eligible village, town, and city participating in the project.

If multiple applications for the same project are received by or on behalf of an eligible applicant, the applications will not be evaluated. The eligible village, town or city must decide prior to grant application whether to advance their own application or the county or RPC application. The Department shall have the sole discretion of determining if a proposed project is the same for multiple applications.

An eligible applicant may apply for general planning needed to advance eligible activities.
For project-specific planning, feasibility, design, and/or marketing needed to advance eligible activities, an eligible applicant must be currently preparing or have an approved LWRP or LWRP Component. The proposed project must be located within the LWRP waterfront revitalization area boundary or LWRP Component boundary.

For construction of projects needed to advance eligible activities, an eligible applicant must have an approved or substantially complete LWRP or relevant completed LWRP Component. The proposed project must be located within the LWRP waterfront revitalization area boundary or LWRP Component boundary.

Eligible Activities / Program Benefit Requirements:
Local Waterfront Revitalization Program grant funding is available to advance the preparation or implementation of strategies for community and waterfront revitalization through the following grant categories:

- Preparing or Updating a Local Waterfront Revitalization Program (LWRP), including Updating an LWRP to be More Resilient to Climate Risks
- Preparing an LWRP Component, including a Watershed Management Plan
- Implementing an LWRP or a completed LWRP Component

Eligible Costs:
Costs must be adequately justified and directly support the scope of work outlined in the application for the proposed project. Proposed total project costs, including match components, must be essential to project completion.

Grant funds may be used for the following costs associated with the scope outlined in the application:

Personal Services – including direct salaries, wages, and fringe benefits for activities related to project work by municipal employees, including project management, capacity building, and grant administration. Fringe benefits must be outlined in the application and include the organizations' documented rate.

Non-Personal Services – including supplies and materials, travel, equipment, consultant/contractual services for direct project related costs, project management, capacity building, limited grant administration, and other goods and services.

> Equipment –Equipment purchases will only be considered as an eligible cost if the equipment is essential to accomplish tasks included in project scope of work and is demonstrated to be more cost-effective than renting or leasing the equipment. The application should list each piece of equipment to be purchased with an estimated cost and how it will be used to

accomplish project tasks. Equipment purchased with EPF LWRP grant funding cannot be sold without prior approval from the Department. If equipment purchased with EPF LWRP funds is sold without DOS approval, the Department may require that grant funds be returned to the Department. Equipment usage may only be used as local match.

Project management activities may include oversight and coordination of tasks needed to produce contract deliverables, coordination of Project Advisory Committee activities, consultant procurement and oversight, public outreach and providing technical assistance.

Capacity building may include: investment in existing staff, such as training, or automating systems that will improve a community's ability to carry out projects and/or deliver programs funded under this RFA; or developing sustainable organizational capacity, such as through creating and recruiting new positions or enlisting external professional assistance to oversee revitalization efforts. Allowable activities under capacity building shall be within the scope of the RFA and undertaken in direct furtherance of the purpose of the grant application.

Grant administration activities may include preparation of reports, vouchers, contract related administration and compliance with grant record keeping and reporting requirements. Grant administration may not exceed 15% of the award amount or $50,000, whichever is less.

Land acquisition – land acquired (e.g., purchase or donation) may only be used as local match for projects that include construction and where the construction occurs on the acquired property. Land must be acquired within three years prior to the grant application due date. Land acquisition is not eligible for match for projects involving only design and engineering. A map identifying the property, and if available, a current appraisal report documenting the property value and a copy of the recorded deed conveying title and ownership must be submitted with the application.

Ineligible Costs:
The following costs will neither be accepted as the required local match nor reimbursed with grant funds:

- Indirect or overhead costs of the municipality such as rent, telephone service, administrative support not directly related to project work, computers, office equipment, general office supplies, general operations costs, membership fees, subscription costs.
- Salaries and other expenses of elected officials
- Fund raising events/expenses
- Land acquisition (except as noted above)
- Taxes, insurance, fines, deficit funding
- Loan and bond interest and associated fees. The interest associated with a Loan, Bond, or Bond Anticipation. Note (BAN) cannot be calculated into project cost, whether for reimbursement or local match.
- Contingency costs
- Lobbying expenses
- Cost incurred prior to the contract start date
- Costs that are not adequately justified or that do not directly support the scope of work for the proposed project

Failure to adequately justify direct project costs will render costs ineligible. Ineligible costs will be eliminated from the total project costs in the grant application.

Pre-Application Requirements:
For projects which include any design and/or construction work, the applicant must identify the current legal owner(s) for all properties where improvements will be implemented. Applicant must provide proof with the application that all final design and construction work will be performed on public property or where a permanent public interest, such as an easement (e.g., public access, conservation) has been established prior to the grant application due date.

The applicant must attach proof of site control and/or permanent public interest. If property is owned by:

- the applicant municipality, submit the property deed, current tax roll or property record card.
- a municipality or public entity that is not the applicant, submit the property deed, current tax roll or property record card and letter of support or resolution from the landowner supporting the project.
- private property owner or not-for-profit, submit the property deed, current tax roll or property record card and executed public access easement, conservation easement, or similar legal instrument establishing permanent public interest in the property.

Applications that do not provide this documentation will be found ineligible and will not be scored. Note: Site control does not need to be established at time of application for planning, feasibility studies, preliminary design (up to 30%) or similar projects which do not include final design and/or construction work. The Department shall have the sole discretion of determining if a proposed project includes design and/or construction work.

Application Evaluation Criteria:
Applications will be reviewed according to the specific criteria presented below. See RFA for more details.

Program Criteria (maximum of 80 points)
Local Waterfront Revitalization Program Priorities for 2025 (0 or 6 points)
Public Outreach and Engagement (maximum of 4 points)
Local Capacity and Previous Performance (maximum of 4 points)
Public Benefit (maximum of 20 points)
Resiliency & Sustainability (maximum of 6 points)
Implementation - Scope of Work, Project Readiness & Time Frame (maximum of 16 points)
Disadvantaged and Underserved Communities (0 or 4 points)
Evaluation of Budget and Cost (maximum of 20 points)

Regional Economic Development Council Endorsement (maximum of 20 points)
Each application will be scored by the Regional Economic Development Council in which the proposed project is located. Regional Councils will review applications to assess the degree to which the project helps implement the Regional Strategic Plan. The Regional Council will score applications based on a set of standards, referred to as "endorsement standards." and will assign each project a single score of 20, 15, 10, 5 or 0 (no fractions) based on merit. Regional Strategic Plans and endorsement standards can be found at https://regionalcouncils.ny.gov/.

Award Method:

Each application will be reviewed for eligibility and, if determined eligible, will be scored according to the application evaluation criteria. Applications deemed ineligible will not be scored. Eligible applications will be scored and funds will be awarded until available funds are fully distributed.

A total score of 100 points is possible for any application, of which up to 80 points is derived from program criteria and 20 points from the Regional Economic Development Council (REDC) endorsement. An application must score a minimum of 50 program criteria points out of a possible 80 points from the Department of State review to receive an award. REDC points are based on regional economic priorities and are assigned by the REDCs.

Award Method for Applications for Updating an LWRP to Mitigate Future Physical Climate Risks

Applications received for updating existing LWRPs for the purpose of mitigating future physical climate risks, will be scored within this grant category and funds will be awarded in rank order, to applications which receive a minimum of 50 program criteria points from the Department of State review, until available funds are exhausted. Any remaining funds from this grant category will be utilized to fund applications received for other grant categories.

Award Method for Applications for Other Grant Categories

Applications received under other grant categories - preparing or updating a LWRP; preparing an LWRP Component, including a Watershed Management Plan; or implementing an LWRP or completed LWRP Component – will be scored and funds will be awarded in rank order, to applications which receive a minimum of 50 program criteria points from the Department of State review, until available funds are exhausted.

Matching Fund Requirements:

Applicants must identify the amount, type and source of eligible local match, and demonstrate that it has been secured; failure to do so may result in a reduced award amount for qualifying applications. State assistance awarded and paid shall not exceed 75% of the total eligible project costs set forth in the application and as approved by the Department, except where the proposed project is located in an Environmental Justice Area or Disadvantaged Community, in which case state assistance awarded and paid shall not exceed 85% of the total eligible project costs set forth in the application and as approved by the Department. For the purposes of determining if a CFA applicant is eligible to receive state assistance at a rate of 85% of the total eligible project cost under this solicitation see criteria listed in the RFA VI. Funding and Budget Guidance Environmental Justice.

Eligible Match Sources:

Local match may include any of the items listed above in Eligible Costs section as well as volunteer services, donated professional services, and land acquisition as detailed in the RFA.

Ineligible Match Sources:

The following is a list of ineligible sources of match for EPF LWRP awards made pursuant to this procurement:

- Federal funding (including but not limited to ARPA, CDBG, FHWA, FEMA, U.S. FWS Boating Infrastructure Grant Program)
- State and Municipal Facilities Grants (SAM)
- Clean Water, Clean Air, and Green Jobs Environmental Bond Act of 2022 (Bond Act) awards

- Other Environmental Protection Fund grant awards (including but not limited to WQIP, BOA, Smart Growth, OPRHP EPF)

Successful Applicant Requirements:

New York Statewide Financial System

Grant applicants are encouraged to register through the New York Statewide Financial System. To register, log on to https://www.sfs.ny.gov/index.php/vendors.

Standard Cost Reimbursement Contract

Each successful applicant must enter into a State of New York Contract for Grants with the Department which will include standard clauses required by the NYS Attorney General, Attachment A (including compliance with Article 15-A of the New York Executive Law), the agreed upon work plan and budget, and other applicable attachments as required. The contract will: 1) be subject to approval by the Attorney General and State Comptroller; 2) require submission of final products in both hard copy and electronic format; 3) be subject to payment only upon proper documentation and compliance with reimbursement procedures; and (4) be subject to all other contractual requirements. A copy of the State of New York Contract for Grants including the attachments outlined above is available from the Department upon request.

To ensure that funds are awarded to applicants that are ready to move forward, the Department reserves the right to rescind an award if the state contract is not signed and returned within an acceptable period of time. There will be no contract advance available to grantees. Expenses incurred prior to the start date of the state contract cannot be reimbursed.

Compliance with Procurement Requirements

All contracts by municipalities for service, labor, and construction involving not more than $35,000 and purchase contracts involving not more than $20,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to the Minority or Women-Owned Business Enterprise (MWBE) requirements as set forth below and any additional requirements imposed by the State as set forth in Attachment C of the State of New York Contract for Grants.

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify to the Department that applicable public bidding procedures of General Municipal Law §103 were followed for all service, labor, and construction contracts involving more than $35,000 and all purchase contracts involving more than $20,000. In the case of contracts by municipalities service, labor, and construction contracts involving not more than $35,000 and purchase contracts involving not more than $20,000, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with, in addition to the MWBE requirements.

The municipal attorney, chief legal officer or financial administrator for the municipality shall certify to the Department that alternative proposals and/or quotations for professional services were secured by use of written requests for proposals through a publicly advertised process. This certification will verify that the procurement requirements were met and ensure the prudent and economical use of public funds for professional services of maximum quality at reasonable cost.

Record Retention and Audits

The successful applicant shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the State of New York Contract for Grants with the Department. Payment requests may be subject to periodic reviews. The successful applicant will be required to agree to produce and retain for the balance of the term of the State of New York Contract for Grants, and for a period of six years from the later of the date of (i) the State of New York Contract for Grants and (ii) the most recent renewal of the State of New York Contract for Grants, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the State of New York Contract for Grants. Such records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable, (ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable, (iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable, (iv) receipt and deposit of advances and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

Minority and Women-Owned Business Enterprise Utilization (MWBE)

Applicants must submit the MWBE Compliance Form with their application confirming their understanding of the MWBE requirement and agreeing to show due-diligence and make good faith efforts to provide meaningful participation by MWBE's, whenever possible, if awarded the contract. See RFA Appendix 1 for all contractor requirements and procedures for participation by New York state-certified minority and women-owned business enterprises, equal employment opportunities for minority group members and women, and service-disabled veteran-owned businesses for more information.

Contract Period

Subject to the continued availability of funds in the budget, the contract period shall not exceed five years from the start date of the contract. The earliest start date of contracts is April 1, 2025. No extensions are anticipated, however special consideration for extensions due to extreme extenuating circumstances may be granted on a case-by-case basis.

Amendments

Amendments will not be made to the original contracted scope of work, for example, applicants that receive funding for general planning or for project-specific planning, feasibility, design, and/or marketing projects may use this funding for these purposes only.

Additional Resources:

The Request for Applications and additional resource materials are available on the Department's website at https://dos.ny.gov/2025-2026-environmental-protection-fund-local-waterfront-revitalization-program. Updates and/or modifications to the RFA, along with answers to written questions received, will be posted on this website.

Questions can be submitted by e-mail to LWRP@dos.ny.gov with the subject line: "25-LWRP-9 RFA Questions". Questions will be accepted until June 20, 2025. Responses will be posted on July 11, 2025. No responses will be provided to inquiries made by telephone, social media, or by contacting DOS staff directly via email or telephone.

It is recommended all applicants review the final responses. The responses to questions received during this time period will be official responses by the Department to questions and will be incorporated into this Request for Applications.

Webinars which provide an overview of the application process and program requirements are available at http://regionalcouncils.ny.gov/.

RESOLUTION NO.: ___139___-2025

OF

JUNE 9, 2025

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE SUBMISSION OF A NEW YORK STATE CONSOLIDATED FUNDING APPLICATION AND TO ACCEPT IF AWARDED A NEW YORK STATE DEPARTMENT OF STATE BROWNFIELD OPPORTUNITY AREA PROGRAM GRANT IN THE AMOUNT OF $400,000.00 WITH A 10% CITY MATCH FOR PRE-DEVELOPMENT ACTIVITIES WITHIN THE STATE-DESIGNATED "NEWBURGH, NY HILLSIDE BROWNFIELD OPPORTUNITY AREA"

WHEREAS, by Resolution No. 174-2021 of July 12, 2021, the City of Newburgh applied for and was awarded a New York State Department of State Brownfield Opportunity Area Program Grant for a Nomination Study of The "Newburgh, NY Hillside"; and

WHEREAS, by Resolution No. 118-2025 of May 27, 2025, the City Council of the City of Newburgh, New York authorized the nomination of The Newburgh, NY Hillside Nomination Study in the Brownfield Opportunity Area (BOA) Program to the New York State Department of State for official designation;

WHEREAS, on May 30, 2025, The Newburgh, NY Hillside Nomination Study was submitted to the New York State Department of State Brownfield Opportunity Area (BOA) program for formal designation; and

WHEREAS, the City of Newburgh, herein called the "Applicant", after thorough consideration, has hereby determined that certain work, including pre-development activities within The Newburgh, NY Hillside Brownfield Opportunity Area and as described in its application and attachments, herein called the "Project", is desirable; and

WHEREAS, §970-r of the General Municipal Law authorizes State assistance to eligible parties for Brownfield Opportunity Areas Program grants by means of a State Assistance Contract (the contract); and

WHEREAS, the City of Newburgh deems it to be in the public interest and benefit to enter into a contract therewith;

NOW, THEREFORE, BE IT RESOLVED by the City of Newburgh, as follows:

1. That the City Manager is the representative authorized to act in behalf of all applicants in all matters related to State assistance under §970-r of the General Municipal Law for the

Project. The representative is also authorized to: sign and submit the application; execute the contract; request payment advances and reimbursements; redistribute contract reimbursements as appropriate; submit Project documentation; and otherwise act for all applicants in all matters related to the Project and to State assistance; and

2. That the Applicant intends to complete pre-development activities to include master planning, zoning update, and an equitable development policy for The Newburgh, NY Hillside Brownfield Opportunity Area; and

3. That the Applicant requests funds in the amount of $400,000.00, representing no more than 90% of the total Project cost; and

4. That the Applicant agrees that it will fund the Applicant's 10% share of the Project;

5. That the Applicant agrees to complete the BOA Nomination in a timely manner and to seek official Designation of the Brownfield Opportunity Area by the Secretary of State upon completion of the Nomination; and

6. That this Authorization take effect immediately.

CERTIFICATE OF RECORDING OFFICER

That the attached Resolution is a true and correct copy of the Resolution, as regularly adopted at a legally convened meeting of the City Council of the City of Newburgh duly held on the _____ day of __________, ______; and further that such Resolution has been fully recorded in the ____________________________________ in my office.

In witness thereof, I have hereunto set my hand this _______ day of ___________, _________.

____
Katrina Cotten, City Clerk

Official Seal:

Brownfield Opportunity Areas Program

Funding Available: Approximately $2 million

Description:

The Department of State's Brownfield Opportunity Area Program provides 90:10 matching grants on a competitive basis to eligible municipalities, community-based not-for profit organizations, and New York City Community Boards to complete Pre-Planning to identify and provide preliminary analysis of potential brownfields, the development or update of Brownfield Opportunity Area (BOA) Plans (also known as BOA Nomination), and related implementation, phase II environmental site assessments and predevelopment activities for neighborhoods, downtowns, or other defined areas within a State-designated BOA. This is a reimbursement program.

The BOA Request for Applications (RFA), which details all grant program requirements, is available on the Department's Funding & Bid Opportunities website at https://dos.ny.gov/funding-bid-opportunities . All applicants are encouraged to read the RFA in its entirety, as grant programs and requirements may change from year to year.

Funding Opportunity

Approximately $2,000,000 is available for BOA program grants for the eligible activities identified. State assistance awarded and paid to a grant recipient shall not exceed 90% of the total eligible costs.

The maximum State assistance request for each BOA Predevelopment activities grant award is $400,000. The maximum State assistance request for each BOA Pre-planning, BOA Planning, and Phase II Environmental Assessments (SA) grant award is $300,000.

The minimum State assistance request for each grant award is $100,000.

Eligible Applicants:

Eligible applicants are municipalities, community-based organizations, and New York City community boards to establish or implement strategies for community redevelopment of brownfield affected areas.

The definitions for each type of eligible applicant are as follows:

- Municipality – A municipality is defined as a city, village, town, county, regional planning council (on behalf of a city, village, town or county that is a party to a collaborative agreement in accordance with General Municipal Law, Article 12-B, Section 239-h), local public authority, public benefit corporation, school district, special improvement district, supervisory district, district corporation, or Indian nation or tribe recognized by New York State or the United States with a reservation wholly or partially within the boundaries of New York State.

- Community Based Organization - A community-based organization must be a not-for-profit corporation under Section 501(c)(3) of the Internal Revenue Code at the time of application. In addition, its stated mission must be to promote reuse of known or suspected brownfield sites or community revitalization within the geographic area in which the community-based organization is located; it must have 25 percent or more of its Board of Directors residing in the community in such area; and it must represent a community with a demonstrated financial need. Community based organization shall not include any not-for-profit corporation that has caused or contributed to the release or threatened release of a contaminant from or onto the brownfield site, or any not-for-profit corporation that generated, transported, or disposed of, or that arranged for, or caused, the generation, transportation, or disposal of contamination from or onto the brownfield site. This definition shall not apply if more than twenty-five percent of the members, officers or directors of the not-for-profit corporation are or were employed or receiving compensation from any person responsible for a site under title thirteen or title fourteen of article twenty-seven of the environmental conservation law, article twelve of the navigation law or under applicable principles of statutory or common law liability.

- Community Board – A Community Board is unique to New York City and is defined and described in Section 2800 of the New York City Charter.

Only applications from eligible applicants will be evaluated for funding. For applications submitted by a regional planning council (RPC) with the written consent and acting on behalf of one or more eligible counties, cities, towns, or villages, the RPC is required to attach a letter or resolution from each eligible county, city, town, and village participating in the project which demonstrates their consent and support for the RPC to submit a BOA grant application on their behalf.

If multiple applications for the same project are received by and on behalf of an eligible applicant, the applications will not be evaluated. The eligible village, town, city or county must decide prior to grant application whether to advance their own application or the RPC application. The Department shall have the sole discretion to determine if a proposed project is the same for multiple applications.

Two or more eligible applicants are encouraged to work in partnership and jointly apply for funding for a project that would improve an area of mutual interest or concern. Joint applicants should identify the municipality, community-based organization, or community board that the Department should recognize as the primary applicant for all purposes, including contract award.

Eligible Activities/Program Benefit Requirements:

Four types of activities are eligible for BOA funding: (1) Pre-Planning: Area-wide Brownfield Identification and Preliminary Analysis; (2) Planning: Development or Update of a BOA Plan; (3) Predevelopment Activities within a State-Designated BOA; (4) Phase II Environmental Site Assessments within a State-Designated BOA.

Activities must be consistent with the BOA enabling law in New York State General Municipal Law, Article 18-C, Section 970-r.

An application for funding should only include one activity. Eligible applicants wishing to apply for more than one grant activity should submit a separate application for each.

(1) Pre-Planning: Area-wide Brownfield Identification and Preliminary Analysis

Pre-Planning is the identification, inventory, and preliminary analysis of known or suspected brownfields, including vacant, abandoned and underutilized property, within a county, borough, or other multi-jurisdictional area to identify concentrations of these properties for future specific localized planning efforts. The analysis shall culminate in a description and justification of an area or areas for future BOA planning, a basic description of current land use and zoning; identifying the proximity of potential brownfield sites to infrastructure assets; an assessment of existing and ongoing planning efforts; descriptions of existing known or suspected brownfield sites and other underutilized properties, a description of the area's potential for revitalization including the potential for renewable energy siting, and, as applicable, a set of action steps that can be taken to advance future BOA planning efforts.

Outcomes of a pre-planning activity will include a multi-jurisdictional inventory, including relevant mapping and preliminary analysis of identified known or suspected brownfields and other underutilized property, and the identification of smaller areas, demonstrating a concentration of underutilization within the study area that are recommended for future BOA planning and designation by the State. The pre-planning activity will enable a county or multi-jurisdictional area to better understand development conditions surrounding potential brownfield clusters and integrate existing and ongoing planning efforts into the BOA program.

Pre-Planning Inventory and Analysis is intended for counties or multi-jurisdictional areas that have minimal information on the number and extent of potential brownfield sites and related site underutilization that may have a significant adverse impact on the communities within the area studied. Pre-Planning will enable counties and cooperating local municipalities or a multi-jurisdictional area to conceive a holistic approach for long-term economic development and revitalization across boundaries.

(2) Planning: Development or Update of a BOA Plan

A BOA Plan is a study that consists of a community vision, goals, and strategies for the revitalization of an area affected by a concentration of known or suspected brownfields. Development of a full BOA Plan provides a thorough description and analysis, including an economic and market trends analysis, of existing conditions, opportunities, and re-use potential for properties located in the proposed Brownfield Opportunity Area with an emphasis on the identification and reuse potential of strategic known or suspected brownfield sites that may be catalysts for revitalization. An integral part of a BOA Plan is a description of key findings and recommendations to promote area-wide revitalization and redevelopment of strategic sites, including specific projects, initiatives, regulations, potential for siting of renewable energy projects, and other actions. BOA Plans may also include as appropriate, a detailed review and recommendations to advance redevelopment of strategic sites, such as conceptual site design, cost estimation, artist renderings, development of pro forma, and marketing strategies.

Achieving revitalization goals requires broad community support, strong partnerships, and sufficient local and regional capacity to overcome obstacles. Therefore, the preparation of a BOA Plan is expected to include robust community and stakeholder engagement as well as specific actions to develop partnerships and build the local capacity necessary to realize the implementation of the plan.

Applicants may apply for funding to prepare or complete a BOA Plan or update an existing (designated or non-designated) BOA Plan to include all elements necessary to support a request for designation of the BOA by the Secretary of State and must commit to making such a request when the BOA Plan is deemed complete by the Department of State.

Applicants who have completed a BOA Plan (formerly BOA Nomination), that has or has not culminated in BOA Designation may submit for a plan update. Justification for completing an update include, but are not limited to, the community's vision, goals, and strategies for revitalization are determined to be outdated; the boundary area of the designated BOA needs to be reconsidered; economic or market conditions have evolved, the status of strategic sites has changed; or the BOA Plan as designated by the NYS Secretary of State cannot be implemented. Updates of BOA plans should revisit all areas of the plan, updating them to reflect the community's current vision and conditions and opportunities within the BOA area.

BOA Plan elements required for designation of a BOA can be found in the BOA Designation Guidance, which is available on the Department's website at https://dos.ny.gov/system/files/documents/2020/09/boa-designation-guidance-fact-sheet.pdf.

A generic BOA work plan which describes the tasks necessary to develop a BOA Plan is also available at https://dos.ny.gov/funding-bid-opportunities.

(3) Predevelopment Activities within a State-Designated BOA

Applicants may apply for funding for predevelopment activities within a BOA that has been designated by the Secretary of State. Applicants with a pending application for designation submitted to DOS prior to June 1, 2025 are also eligible to apply, however funding may only be awarded if the designation is made by the Secretary of State by October 1, 2025. A list of currently State-designated BOAs is available on the Department website: https://dos.ny.gov/brownfield-redevelopment.

These activities should advance the goals and priorities for the revitalization and redevelopment of the area as expressed in the BOA Plan completed for the State-designated BOA.

Eligible predevelopment activities may include:

Analyses, Plans and Studies: that are undertaken leading to the furtherment of catalytic redevelopment or area improvement within the State-designated BOA including:

- Development of design, engineering, and/or construction plans and specifications
- Environmental analyses and studies
    - including, but not limited to the preparation of a NYDEC Brownfield Cleanup Program (BCP) application for publicly-owned sites.
- Housing and economic studies, analyses, and reports
- Building conditions studies
- Infrastructure analyses
- Renewable energy feasibility studies

Professional Services to Advance Redevelopment consistent with the BOA Plan within the State-designated BOA, including:

- Development and implementation of marketing strategies
- Zoning and regulatory updates
- Legal and financial services

- Real estate services
- Public outreach

The Department encourages applications for predevelopment activities which include and prioritize accessibility in their design. Project design should incorporate Americans with Disabilities Act (ADA) standards and other creative solutions which go beyond minimum ADA standards to maximize accessibility to make public spaces and facilities more inclusive and usable for as many people as possible regardless of differences in ability and will allow all visitors equal access. For example, inclusion of ADA accessible streetscapes, parks, and site furnishings such as seating and tables that accommodate wheelchair users, age-friendly features, amenities appropriate to the varied capabilities of all users including individuals with cognitive, communicative, social-emotional and sensory disabilities, and multi-lingual or pictorial wayfinding.

(4) Phase II Environmental Site Assessments within a State-Designated BOA

The purpose of a Phase II Environmental Site Assessment (SA) is to gather reliable information about a property's environmental condition to guide the grantee in making an informed land use decision under the BOA Program. The ASTM standard for Phase II Environmental Site Assessments does not include the level of technical specificity required to select and design a remedy for the property, but it does provide flexibility in determining the level of assessment and is appropriate for the land use planning stage of the redevelopment process.

Applicants may apply for SA funding within a State-designated BOA. Applicants with a pending application for designation submitted to DOS prior to June 1, 2025, are also eligible to apply, however funding may only be awarded if the designation is made by the Secretary of State by October 1, 2025. A list of State-designated BOAs is available on the Department website: https://dos.ny.gov/brownfield-redevelopment.

For purposes of a SA, a site is defined around one or more areas of environmental concern and may include more than one contiguous tax parcel. The site must have definitive and identifiable boundaries. Each site for which SA funding is being sought must meet the criteria and conditions set forth in the full RFA. The completion of an environmental site assessment must advance the goals and priorities for revitalization and redevelopment of the BOA area. Phase II Environmental Site Assessments must meet all criteria contained in the *Phase II Application for Site Assessment Supplement and RFA*.

Department of State guidance on Phase II Environmental Site Assessments is found in the BOA *Site Assessment Supplement Package* which is available at https://dos.ny.gov/funding-bid-opportunities. A Site Assessment Supplement form, completed in its entirety, must be submitted for each site for which funding is being requested.

Phase II Environmental Site Assessments applications will be evaluated on a pass/fail basis for eligibility and then evaluated per the scoring criteria outlined in Application Evaluation Criteria. The applications that pass for eligibility are then evaluated per the scoring criteria outlined in Application Evaluation Criteria below.

Site eligibility for a SA funded through the BOA Program does not guarantee site eligibility in the New York State Brownfield Cleanup Program administered by the Department of Environmental Conservation (DEC).

Funding and Budget Guidance
Costs must be adequately justified and directly support the project. Proposed total project costs must be documented including the cost to complete each task included in the project scope of work and all tasks essential for project completion. All costs will be paid on a reimbursement basis and must be documented.

As a reference, DOS generic work plans describing tasks necessary to prepare a Pre-Planning analysis, a BOA Plan, BOA Predevelopment activities or Phase II Environmental Site Assessments are available at: https://dos.ny.gov/funding-bid-opportunities. The budget may only include eligible costs as defined below, which directly support the project scope of work. Applicants are encouraged to obtain multiple project quotes from consultants with relevant professional experience and background to inform the budget. Funding will be for 90% of total eligible costs.

Eligible Costs

Costs must be adequately justified, directly support the scope of work of the proposed project and be essential to project completion. All costs will be paid on a reimbursement basis and must be documented. Eligible costs include the following:

Personal Services – Personal services include direct salaries, wages, and fringe benefits of employees of the applicant for activities related to project work, including project management and grant administration. Fringe benefits must be outlined in the application and include the applicant's documented rate.

Non-Personal Services – Non-personal services include consultant/contractual services for direct project related costs, project management, limited grant administration, project-related supplies and materials, light refreshments for required public outreach events, necessary travel, and other goods and services required to complete the project.

Project management activities may include, but are not limited to, oversight and coordination of tasks needed to produce contractual deliverables, coordination of steering committee activities, consultant procurement and oversight, public outreach, technical assistance and developing or providing local and/or regional capacity to advance revitalization goals.

Grant administration activities may include preparation of reports, vouchers, contract related administration and compliance with grant record keeping and reporting requirements. Grant administration may not exceed 15% of the award amount or $50,000, whichever is less.

Subcontracts for consultant/contractual services should be competitively procured based on the applicable provisions of New York State General Municipal Law or the specified provisions adopted within the bylaws or charter of the non-profit organization, and additional requirements as described in this RFA.

Determining Total Project Cost and State Funding Request

When estimating the total project cost, the applicant should clearly identify the cost to complete each task included in the project scope of work. This may include costs associated with project management and grant administration. All costs documented as part of the 'total project cost' must be eligible costs.

As a reference, DOS generic work plans describing tasks necessary to prepare a Pre-Planning analysis, a BOA Plan, BOA Predevelopment activities or Phase II Environmental Site Assessments are available at: https://dos.ny.gov/funding-bid-opportunities. The budget may only include eligible costs described below which directly support the project scope of work.

To calculate the Total Project Cost:

Multiply the total project cost times the % State funding (0.90) = State Funds Requested

As an example, if the total project cost is *$200,000* to complete all tasks in the project scope of work, the State Funds Requested would be *$180,000.*
*Ex: $200,000 * 0.90 = $180,000*

Applications requesting under $100,000 in BOA grant funding will be disqualified and will not be scored.

Ineligible Costs

Ineligible costs include the following:

(a) Indirect or overhead costs, such as rent, telephone service, general administrative support not directly related to the project work, computers, office equipment, general office supplies, general operations costs, membership fees, subscription costs.

(b) Salaries and other expenses of elected officials.

(c) Costs incurred prior to the start date or outside the contract term.

(d) Costs that are not adequately justified or that do not directly support the project.

(e) Other Environmental Protection Fund awards (including but not limited to WQIP, LWRP, Smart Growth, OPRHP EPF)

Failure to adequately justify direct project costs will render costs ineligible. Ineligible costs will be eliminated from the total project costs in the grant application.

Pre-Submission Requirements

All applicants must submit a resolution adopted by the applicant's governing authority that authorizes submission of the application and identifies the title of the applicant's authorized representative. A standard resolution template is available on the Department website at the following address: https://dos.ny.gov/funding-bid-opportunities.

For applications submitted by a regional planning council, the council is required to attach the resolution which is required under General Municipal Law, Article 12-B, Section 239-h, creating the council and which demonstrates membership of each eligible county, city, town, and village participating in the project.

Requirements for applications by Community-based organization applicants

- Community-based organizations shall submit a resolution adopted by the board of directors.
- Applications from Community-Based Organizations requesting funding to develop or update a BOA Plan must include a resolution of support from the city, town or village with planning and land use authority over the proposed BOA, except that in New York City, the resolution of support must be from the community board or boards for the district or districts in which the proposed BOA is located.
- All community-based organizations shall submit the Brownfield Opportunity Area Program: Community Based Organization Affirmation (2024) stating that such community-based organization does not include any not-for-profit corporation that has caused or contributed to the release or threatened release of a contaminant from or onto the brownfield site, or any not-for-profit corporation that generated, transported, or disposed of, or that arranged for, or caused, the generation, transportation, or disposal of contamination from or onto the brownfield site or that no more than twenty-five percent of the members, officers or directors of the not-for-profit corporation are or were employed or receiving compensation from any person responsible for a site under title thirteen or title fourteen of article twenty-seven of the environmental conservation law, article twelve of the navigation law or under applicable principles of statutory or common law liability.
- Community-Based Organizations must also register and be pre-qualified through the New York Statewide Financial System (SFS) on or before the application due date. Such applicants will be required to submit documentation of registration and pre-qualification with SFS, to include: (1) SFS Vendor ID; and (2) confirmation of Pre-Qualification Application Status. Information on this process is available at: https://www.sfs.ny.gov/index.php/vendors.

Any applicant requesting funding for Phase II Environmental Site Assessments within a State-Designated BOA must submit a *Site Assessment Supplement form*, completed in its entirety, and related attachments for each site for which funding is being requested. Substantially incomplete Site Assessment Forms will not be accepted.

Requirements for applications by non-municipal applicants

All non-municipal applicants or co-applicants are required to complete and submit the Certification under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia. The certification may be found here: https://ogs.ny.gov/system/files/documents/2022/04/eo16_certification.pdf. Completed Certification forms should be submitted no later than October 1, 2025, via email to boa@dos.ny.gov. The applicant's name and CFA# should be included in the subject line.

Application Evaluation Criteria:

Applicants must meet the following base eligibility criteria:

a. The application must be submitted by an eligible applicant as previously defined.

b. The application must be for an eligible activity as previously defined.
c. The minimum State assistance request must be at least $100,000.
d. BOA Site Assessment Supplement (SA) Applications will be evaluated on a pass/fail basis for eligibility based on the criteria outlined in Section V.3. The BOA Site Assessment Supplement must be completed in its entirety, and all related attachments for each site will be submitted with the application for which funding is being requested. Substantially incomplete Site Assessment Forms will not be accepted and deemed to have failed eligibility standards.

Applications that do not meet the base criteria above are ineligible and will be immediately disqualified and will not be evaluated further. Applications meeting the eligibility criteria will be reviewed and scored according to the extent to which they meet the program criteria presented below, up to the maximum points listed in the chart

Criterion	Description	Pre-Planning	Planning for BOA Plan	Predevelopment	Phase II Environmental Site Assessment
Brownfield Opportunity (max. total 12 pts.)	Application clearly demonstrates the presence of known or suspected brownfields, including vacant, underutilized, deteriorated, and abandoned properties within the proposed area.	4	4		
	Application clearly demonstrates economic distress, risk to public health, and/or other negative impacts associated with the known or suspected brownfields within the proposed area.	4	4		
	Application clearly identifies potential vacant and known or suspected brownfield sites that are strategic opportunities to stimulate economic development, community revitalization or the siting of renewable energy facilities and other public amenities within the proposed area.	4	4		
	Application clearly states how the proposed project will advance the vision and goals of the BOA program as defined by the community in the BOA Plan for the State-designated BOA area.			6	6
	Application clearly demonstrates advancement of revitalization on a strategic site (s) and will catalyze additional redevelopment activities in accordance with recommendations as documented in the State-designated BOA.			6	6
Indicators of Economic Distress (max. total 6 pts)	Application identifies indicators of economic distress by census tract(s) with each of the following indicators worth 1 point each. A maximum of six (6) points will be awarded:				
	Poverty rate over 15 percent	1	1	1	1
	Median household income within the proposed project area is less than 50 percent of the surrounding area's median income	1	1	1	1

	Unemployment rate in project area is 125 percent or greater than the statewide unemployment rate	1	1	1	1
	Twenty-five (25) percent or more of the area is vacant, abandoned, or otherwise available for industrial or commercial development.	1	1	1	1
	Located in a federally-designated Opportunity Zone or an Environmental Zone (En-Zone) as defined by the New York State Department of Environmental Conservation	1	1	1	1
	Qualitative analysis of the BOA area demonstrates a significant disparity of distress compared to the surrounding community (income, property values, vacancy rates, and tax revenue generation).	1	1	1	1
Local Capacity & Partnerships (max. total 6 pts)	An effective organizational and staffing structure exists to advance and complete the project.	2	2	2	2
	The project is supported by multiple entities, including but not limited to municipalities, community-based organizations, and/or NYC Community Boards is demonstrated.	2	2	2	2
	The project will be carried out in joint partnership between a municipality and a community-based organization and/or NYC Community Boards, and capacity of all participating entities has been demonstrated.	2	2	2	2
Public and Stakeholder Support (max. total 6 pts)	Local leadership supports and is committed to the goals of the BOA project.	2	2	2	2
	Applicant has clearly provided evidence of public support for the project.	2	2	2	2
	Applicant has clearly provided evidence of support from stakeholder(s) directly impacted by the BOA project.	2	2	2	2
Economic Value (max. total 8 pts.)	Application describes strategic opportunities to stimulate economic development through redevelopment of known or suspected brownfields and opportunities to leverage direct or indirect private investment is demonstrated	4	2	2	4
	Project will generate new and expanded economic activity in the proposed or State-Designated BOA and in the surrounding region.		2	2	
	Application includes a detailed description of planned or actual efficient use or protection of public investment in resources and infrastructure.	4	2	2	4
	The project has potential to increase housing choices, expand job opportunities and eliminate barriers to employment, especially in distressed and high-need areas.		2	2	
Environmental Value (max total 6 pts.)	Project clearly identifies the positive public health outcomes and/or how the result of such project will avoid or mitigate negative public health outcomes.	5	1	1	5
	Project demonstrates that concrete steps will be taken to address environmental conditions at known or suspected brownfield sites.	1	1	1	1
	Project is consistent with NYS CLCPA and will mitigate the impacts of climate change through reduction of carbon emissions and/or increase in community resiliency.		2	2	
	The project includes the potential to enhance, protect or restore natural resources and promote green infrastructure.		2	2	

Public Value (max. total 6 pts)	Project area will support a mix of land uses and concentration of new development in urban centers where infrastructure and public services are adequate.	2	2		
	Application identifies opportunities where dynamic, diverse neighborhoods may result from the development of transformative housing, transportation and community projects that meets the needs of a diverse population.	2	2	2	2
	Application identifies opportunities to expand access to public open space, historic and cultural resources, and other public amenities in underserved areas.	2	2		
	Application clearly identifies how the proposed project will further public or private development or redevelopment in a State-designated BOA			2	2
	Application clearly identifies how the proposed project will create economic development, community revitalization, and provision of public amenities that benefit the BOA and larger community.			2	2
Scope of Work (max total 10 pts.)	The project scope of work is clear and concise and identifies all discrete tasks necessary to complete the scope of work and deliverables associated with each task.	2	2	4	4
	A detailed list of project deliverables is included in the application, that is consistent with program objectives.	2	2	3	3
	A detailed schedule is outlined including specific task costs, milestones, and completion dates for each task and the project.	2	2	1	1
	Application includes a detailed plan of the engagement process and approach to inclusive public participation that addresses how Diversity, Equity, Inclusion, Justice, and Accessibility will be included, and encourages participation from populations who are frequently underrepresented.	2	2	1	1
	Application has identified the public and stakeholders who would be affected by, or who can advance the project, and strategies to engage these groups in project planning and implementation.	2	2	1	1
Evaluation of Budget and Cost (max total 20 pts.)	Application explains in detail how the budget and costs were determined and identifies the person(s) responsible for compiling the budget including the relevant experience and background of all parties and the method/approach used to arrive at estimates.	5	5	5	5
	Application budget details all project components involved and the cost of each component. The budget is cost-effective, presents necessary and realistic costs, and does not contain extraneous or ineligible expenses.	5	5	5	5
	Proposed budget includes an explanation and cost breakdown of each budget line, and the written explanation clearly support the applicants need for financial aid to achieve the desired project outcome.	5	5	5	5
	Budget narrative describes how the grant recipient will monitor expenditures throughout the contract period to ensure that the project stays on schedule and within the outlined budget.	5	5	5	5
Total		**80**	**80**	**80**	**80**

Regional Economic Development Council Support *(maximum of 20 points)*

Each application will be scored by the Regional Economic Development Council in which the proposed project is located. Regional Councils will review applications to assess the degree to which the project helps implement the Regional Strategic Plan. The Regional Council will score applications based on a set of standards, referred to as "endorsement standards" and will assign each project a single score of 20, 15, 10, 5, or 0 (no fractions) based on merit. Regional Strategic Plans and endorsement standards can be found at https://regionalcouncils.ny.gov/

Award Method:

Each application will be reviewed for eligibility and, if determined eligible, will be scored according to the application evaluation criteria. Applications deemed ineligible will not be scored.

A total score of 100 points is possible for any application, of which 80 points is derived from program criteria and 20 points from the Regional Economic Development Council (REDC) endorsement. REDC points are based on regional economic priorities and are assigned by the REDCs.

The Department may make an award in whole or in part and may offer partial funding if a particular component is ineligible or not ready to move forward or the budget requested is not adequately supported and justified. The Department may offer partial funding to an applicant if its application cannot be fully funded within the funds remaining; if the applicant declines the partial funding, funding may be awarded to the next highest-scoring unfunded application. If an awardee fails to satisfactorily negotiate a proper contract within a reasonable period of time, that funding may be awarded to the next highest-scoring unfunded application.

In the event that another NYS agency fully funds a high scoring project through the CFA process, the awardee will receive funding from only one state agency. The Department will work with other NYS agencies to ensure that duplication of funding does not occur. If an applicant receives full funding from another agency, the Department reserves the right to award full or partial funding to the next highest scoring unfunded application.

The opportunity to be debriefed will be provided, upon request, to unsuccessful applicants. Requests must be made in writing within 15 business days of notification of status of award.

In the event unsuccessful applicants wish to protest the award resulting from this RFA, the applicants should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found in Chapter XI Section 17 of the Guide to Financial Operations (GFO), available on-line at: http://www.osc.state.ny.us/agencies/guide/MyWebHelp/.

Successful Applicant Requirements:

New York State Smart Growth Public Infrastructure Policy Act

Awards made through this grant program shall be consistent with the State's Smart Growth Public Infrastructure Policy Act (Environmental Conservation Law, Article 6), where applicable.

Statewide Financial System
Non-municipal applicants must register and be pre-qualified through the New York Statewide Financial System (SFS) on or before the application due date. Such applicants will be required to submit documentation of registration and pre-qualification with SFS, to include: (1) SFS Vendor ID; and (2) confirmation of Pre-Qualification Application Status. Information on this process is available at: https://www.sfs.ny.gov/index.php/vendors.

Standard Cost Reimbursement Contract
Each successful applicant must enter into a State of New York Contract for Grants. with the Department, which will include standard clauses required by the NYS Attorney General, Attachment A (including compliance with Article 15-A of the New York Executive Law), the agreed upon work plan and budget, and other applicable attachments as required. The contract will: 1) be subject to approval by the Attorney General and State Comptroller; 2) require submission of final products in both hard copy and electronic format; 3) be subject to reimbursement only upon proper documentation and compliance with reimbursement procedures and 4) be subject to all contractual requirements. A copy of the State of New York Contract for Grants. including the attachments outlined above is available from the Department upon request.

To ensure that funds are awarded for projects that are ready to move forward, the Department of State reserves the right to rescind an award if the state contract is not signed and returned within an acceptable period of time. Expenses incurred prior to the start date of the state contract cannot be reimbursed.

Compliance with Procurement Requirements

Municipalities

All contracts by municipalities for service, labor, and construction involving not more than $35,000 and purchase contracts involving not more than $20,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to the Minority or Women-Owned Business Enterprise (MWBE) requirements as set forth below and any additional requirements imposed by the State as set forth in Attachment C of the State of New York Contract for Grants.

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify to the Department of State that applicable public bidding procedures of General Municipal Law §103 were followed for all service, labor, and construction contracts involving more than $35,000 and all purchase contracts involving more than $20,000. In the case of contracts by municipalities for service, labor, and construction contracts involving not more than $35,000 and purchase contracts involving not more than $20,000, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with, in addition to the MWBE requirements.

The municipal attorney, chief legal officer or financial administrator for the municipality shall certify to the Department of State that alternative proposals and/or quotations for professional services were secured by use of written requests for proposals through a publicly advertised process. This certification will verify that the procurement requirements were met and ensure the prudent and economical use of public funds for professional services of maximum quality at reasonable cost.

Not-for-Profit Community-Based Organizations

The chief legal officer or financial administrator of the community-based organization, which is a grant recipient and serves as State Contractor, shall certify to the State that alternative proposals and quotations for professional services were secured by use of written requests for proposals through a publicly advertised process satisfactory to meet the MWBE requirements set forth below and to ensure the prudent and economical use of public funds for professional services of maximum quality at reasonable cost.

Community Boards (in New York City)

Chapter 70 of the New York City Charter provides for the creation of community boards for each community district that has been established in the City. Such community boards do not exist outside of New York City.

Each community board in New York City must comply with all laws, regulations, rules, and procedures that govern each such board's procurement of contracts, goods, and services, and shall certify compliance with such laws, regulations, rules, and procedures to the State. Community boards must also certify to the State that all applicable MWBE requirements, including those that are set forth below, have been met.

Record Retention and Audits

The successful applicant shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the State of New York Contract for Grants with the Department of State. Payment requests may be subject to periodic reviews. The successful applicant will be required to agree to produce and retain for the balance of the term of the State of New York Contract for Grants , and for a period of six years from the later of the date of (i) the State of New York Contract for Grants and (ii) the most recent amendment of the State of New York Contract for Grants , any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the State of New York Contract for Grants . Such records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable, (ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable, (iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable, (iv) receipt and deposit of advances and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

Minority and Women-Owned Business Enterprise Participation
Applicants must submit the MWBE Compliance Form with their application confirming their understanding of the MWBE requirement and agreeing to show due-diligence and make good faith efforts to provide meaningful participation by MWBE's, whenever possible, if awarded the contract.

Contract Period
Subject to the continued availability of funds in the budget, the contract period shall not exceed five years from the start date of the contract. The earliest start date of contracts is April 1, 2025, no extensions are anticipated, however special consideration for extensions due to extreme extenuating circumstances may be granted on a case-by-case basis.

Satisfactory Progress
It is imperative that the grant recipient complete the project as set forth in the agreed upon work plan program of the contract. Failure to render proof of satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. Satisfactory progress toward implementation includes, but is not limited to, executing contracts and submitting status reports and payment requests in a timely fashion, retaining consultants, written certification of compliance with procurement requirements, and completing plans, designs, reports, or other tasks identified in the work plan within the time allocated for their completion. The Department may recapture awarded funds if satisfactory progress is not being made on the implementation of the awarded project. Applicants should not submit applications if they do not expect to initiate the project within a reasonable period of time and/or will not be able to complete the project within the time period cited in the application.

Additional Resources:
The Request for Applications and additional resource materials are available on the Department of States Funding & Bid Opportunities website at https://dos.ny.gov/funding-bid-opportunities . Updates and/or modifications to the RFA, along with answers to written questions received, will be posted on the website.

Written questions will be accepted until June 20, 2025. Questions should be submitted by e-mail to boa@dos.ny.gov or in writing to the address below. When corresponding by e-mail, clearly indicate the subject as: "25-BOA-10 RFA Questions". To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers.

Responses to questions received by June 20, 2025, will be posted by July 11, 2025, on the Department's website at: https://dos.ny.gov/funding-bid-opportunities. No responses will be provided to inquiries made by telephone, social media, or by contacting DOS staff directly via email or telephone.

Applicants should review the final responses. The responses to questions received during this time period will be official responses by the Department of State (DOS) to questions and will be incorporated into the Request for Applications.

A schedule listing the regional workshops, and webinars which provide an overview of the application process and program requirements, are available at: http://regionalcouncils.ny.gov/

RESOLUTION NO.: 140 - 2025

OF

JUNE 9, 2025

A RESOLUTION RE-APPOINTING GABRIELLE BURTON-HILL AND APPOINTING CARMEN SANTIAGO TO FILL VACANCIES ON THE HUMAN RIGHTS COMMISSION

WHEREAS, the City of Newburgh has created the City Human Rights Commission pursuant to Section 239-q of the General Municipal Law; and

WHEREAS, the term of Gabrielle Burton-Hill expired on February 28, 2025, and the incumbent member wishes to continue to serve a new three-year term; and

WHEREAS, Carmen Santiago has expressed interest in serving as a member of the City of Newburgh Human Rights Commission to serve a new three-year term; and

WHEREAS, the City Council finds that making these appointments is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that Gabrielle Burton-Hill be and is hereby re-appointed to serve as Member of the City of Newburgh Human Rights Commission for a three (3) year term effective immediately and expiring on February 28, 2028; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that Carmen Santiago be and is hereby appointed to the City of Newburgh Human Rights Commission as a member effective June 9, 2025, and expiring on June 8, 2028.

RESOLUTION NO.: ____141____ - 2025

OF

JUNE 9, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SETTLEMENT AGREEMENT IN CONNECTION WITH THE PREMISES LOCATED AT 394 WASHINGTON STREET (SECTION 34, BLOCK 3, LOT 47)

WHEREAS, the City of Newburgh commenced legal action against Inocente Virginia Vidal Soriano, current owner of record of the premises known as 394 Washington Street (Section 34, Block 3, Lot 47), to enforce its reverter and re-entry rights to the premises; and

WHEREAS, Ms. Soriano passed away during the legal action, and the Administratrix of Ms. Soriano's estate has assumed control of the legal proceedings on Ms. Soriano's behalf; and

WHEREAS, the parties have reached a settlement agreement in a manner and form substantially similar to the agreement annexed hereto; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to enter into the attached settlement agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Office of the Corporation Counsel is hereby authorized to settle the legal action originally pending against Inocente Virginia Vidal Soriano (now the Estate of Inocente Virginia Vidal Soriano), and the City Manager is hereby authorized to execute a written settlement agreement and any other documents as the Office of the Corporation Counsel may require, to effectuate the settlement as herein described.

STATE OF NEW YORK : COUNTY OF ORANGE
CITY OF NEWBURGH

---X

In the matter of: Enforcement of the City of Newburgh's Right of Reverter and Re-Entry against Inocente Virginia Vidal Soriano (n/k/a the Estate of Inocente Virginia Vidal Soriano) for property known as 394 Washington Street (Section 34, Block 3, Lot 47) in the City of Newburgh.	**STIPULATION OF SETTLEMENT**

---X

This Stipulation of Settlement ("Stipulation" or "Agreement") is entered into on the _____ day of ________________________, 2023, by and between the City of Newburgh (hereafter "City"), a municipal corporation with an address of 83 Broadway, Newburgh, New York 12550 and the Estate of Inocente Virginia Vidal Soriano, with an address of _______________________________________ (hereafter "Property Owner"), the parties named in this action:

WHEREAS, by deed dated February 12, 2021 (hereafter "Deed"), the City of Newburgh conveyed to Inocente Virginia Vidal Soriano all of its right, title and interest in the premises identified as 394 Washington Street, Newburgh, New York (Section 34, Block 3, Lot 47) (hereafter "Premises") and;

WHEREAS, that conveyance was subject to certain terms and conditions subsequent including, but not limited to, the obligation within eighteen (18) months of the date of the Deed to rehabilitate any building on the property and bring it into compliance with all State, County and local standards and to obtain within such time frame a Certificate of Occupancy for all buildings on the property, or to make all buildings granted a Certificate of Occupancy before the date of conveyance fit for the use stated in such Certificate of Occupancy; and

WHEREAS, to date, more than 18 months have passed since the of the date of the Deed to obtain a Certificate of Occupancy for the building or to make any building granted a Certificate of Occupancy before the date of the conveyance fit for the use stated in the Certificate of Occupancy; and

WHEREAS, the City served demand for return of the Premises on January 25, 2023; and

WHEREAS, unbeknownst to the City at the time of the demand, Ms. Inocente Virginia Vidal Soriano had passed away on April 11, 2021; and

WHEREAS, on or about April 19, 2023, the City received Letters of Administration issued by the Orange County Surrogate's Court, authorizing Araceli Mendoza to act as Administrator of the Estate of Inocente Virginia Vidal Soriano (a/k/a "Property Owner" herein); and

WHEREAS, the Parties have engaged in discussions in an effort to resolve the matter without litigation being required by the parties; such that

IT IS HEREBY CONSENTED AND AGREED by the parties to this litigation, that they be bound by the terms and conditions enumerated below, as follows:

1. The "Whereas" paragraphs stated above shall be restated and incorporated herein to give full force and effect to the same.
2. Property Owner waives any defenses to service or personal jurisdiction.
3. Within 30 days of the full execution of this Agreement, Property Owner shall execute a deed, TP-584, Tax Law §1409 Supplement, and RP-5217 conveying title to the Premises to the City.
4. The City of Newburgh Office of the Corporation Counsel shall hold the documents referenced in paragraph 3 in escrow through 4:00 p.m. on ______________________________ (said date and time being approximately 12 months from the date of this Agreement, and referred to herein as the "Deadline").

5. Property Owner shall have until the Deadline to comply with all of the covenants contained in the February 12, 2021 deed as referenced in the first "Whereas" paragraph of this Agreement.
6. To avoid any ambiguity, compliance with the covenants referred to in paragraph 5 by the Deadline shall include receipt of a letter from the City of Newburgh Building Inspector or City of Newburgh Code Compliance Supervisor stating that: (a) there are no open code violations on the property; (b) the Building Inspector or Code Compliance Supervisor observed no violations on the property during his most recent inspection of the property; (c) there are no open permits; and (d) a Certificate of Occupancy has issued between the date of this Agreement and the Deadline for use and occupancy of all portions of the property.
7. Delays that may be attributable to the City in connection with compliance with the Deed covenants (e.g. inspection delays, City Council approval delays) shall toll Property Owner's compliance deadline dates on a day-for-day basis. However, Property Owner must notify the City of Newburgh, in writing, when it is ready for a re-inspection, approval, or other City action in order to trigger the time tolling period. In turn, a written decision from the City on the requested City action shall end any applicable time tolling period.
8. Delays that may be attributable to any applications made by Property Owner to City land use boards, including but not limited to the City of Newburgh Planning Board, City of Newburgh Zoning Board of Appeals, City of Newburgh Architectural Review Commission, shall not toll Property Owner's compliance deadline dates in any manner.
9. Delays that are attributable to a federal, state, or local executive order(s) that suspend construction activities shall toll Property Owner's deadlines on a day-for-day basis.
10. By the Deadline, Property Owner shall be current on all unpaid City and County taxes, School tax re-levies, Water/Sewer bills, Sanitation bills, plus any applicable penalties and interest.

11. Property Owner shall remain current on all City and County taxes, School tax re-levies, Water/Sewer bills, Sanitation bills, plus any applicable penalties and interest, up to and including the Deadline.
12. Property Owner shall not mortgage any of the Premises or any part thereof, or cause any liens (including but not limited to UCC filings), to be filed against the Premises or any property located thereon.
13. Should Property Owner fail to comply with any of the terms and conditions outlined in this Agreement by the Deadline in any respect, the Office of the Corporation Counsel shall cause to file the Documents with the Orange County Clerk, thereby vesting title with the City and extinguishing any rights, title, and interest that Property Owner might have in the Premises. No further notice shall be required to be delivered to Property Owner if it fails to comply with any of its obligations herein by the Deadline.
14. Property Owner has had opportunity to consult with its attorneys on this matter and enter into this Agreement in accordance with its solicited legal advice, and in accordance with the rules outlined in its Operating Agreement or any other such agreement that may govern Property Owner's behavior.
15. Each party to this Agreement represents and warrants that the execution, delivery and performance of this Agreement and the consummation of the transactions provided in this Agreement have been duly authorized by all necessary action of the respective entity and that the person executing this Agreement on its behalf has the full capacity to bind that entity.
16. The City Council of the City of Newburgh, by resolution number 203-2021, has authorized and consented to the terms of the Agreement.
17. There are no other agreements, written or oral, pending between the Parties.

18. This Agreement is the full understanding between the parties, and any prior understandings or agreements are null and void.

19. If the City determines it necessary to bring any action at law or in equity to enforce or interpret the terms of this Agreement or the terms contained in the Deed, the City shall be entitled to reasonable attorney's fees, costs and necessary disbursements from Property Owner, in addition to any other relief to which it may be entitled. Should the City prevail in any action at law or in equity to enforce or interpret the terms of this Agreement or the terms contained in the Deed, Property Owner waives any and all of its rights to appeal said determination.

20. The exchange of copies of this Agreement, including executed signature pages, by electronic transmission (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) will constitute effective execution and delivery of this Agreement for all purposes.

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[Signature page to follow.]

IN WITNESS WHEREOF, this Agreement is entered into on the date first referenced herein.

CITY OF NEWBURGH

____

Todd Venning, City Manager
Resolution No.: _____-2023

ESTATE OF INOCENTE VIRGINIA VIDAL SORIANO

____

By: Araceli Mendoza, Administrator
Estate of Inocente Virginia Vidal Soriano

RESOLUTION NO.: ____142____ - 2025

OF

JUNE 9, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SETTLEMENT AGREEMENT IN CONNECTION WITH THE PREMISES LOCATED AT 17 WILLIAM STREET (SECTION 36, BLOCK 6, LOT 10)

WHEREAS, the City of Newburgh commenced legal action against 17 William LLC (by Scott Raffaele), current owner of record of the premises known as 17 William Street (Section 36, Block 6, Lot 10), to enforce its reverter and re-entry rights to the premises; and

WHEREAS, the parties have reached a settlement agreement in a manner and form substantially similar to the agreement annexed hereto; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to enter into the attached settlement agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Office of the Corporation Counsel is hereby authorized to settle the legal action pending against 17 William LLC, and the City Manager is hereby authorized to execute a written settlement agreement and any other documents as the Office of the Corporation Counsel may require, to effectuate the settlement as herein described.

STATE OF NEW YORK : COUNTY OF ORANGE
CITY OF NEWBURGH
--X

In the matter of:

Enforcement of the City of Newburgh's Right of Reverter and Re-Entry against 17 William LLC for property known as 17 William Street in the City of Newburgh.

--X

STIPULATION OF SETTLEMENT

This Stipulation of Settlement ("Stipulation" or "Agreement") is entered into on this _____ day of __________________________, by and between the City of Newburgh (hereafter "City"), a municipal corporation with an address of 83 Broadway, Newburgh, New York 12550 and 17 William LLC, with an address of 415 17th Street, Brooklyn, New York 11215 (hereafter "Property Owner"), the parties named in this matter:

WHEREAS, by deed dated June 17, 2019, recorded in the Orange County Clerk's Office at Book 14584, Page 1672 (hereafter the "Deed"), the City conveyed to Property Owner, for good and valuable consideration, all of its right, title and interest in a parcel of real property known as 17 William Street, Newburgh, New York, identified on the City of Newburgh tax map as Section 36, Block 6, Lot 10; and

WHEREAS, the Deed contained certain terms and conditions subsequent including, but not limited to, the obligation within eighteen (18) months of the date of the deed to rehabilitate any building on the property and bring it into compliance with all State, County and local standards and to obtain within such time frame a Certificate of Occupancy for all buildings on the property, or to make all buildings granted a Certificate of Occupancy before the date of conveyance fit for the use stated in such Certificate of Occupancy; and

WHEREAS, to date, more than 18 months have passed since the date of the Deed to obtain a Certificate of Occupancy for the building(s) on the Premises or to make any building(s) granted a Certificate of Occupancy before the date of the conveyance fit for the use stated in the Certificate of Occupancy; and

WHEREAS, the City duly-served demand for return of the Premises in accordance with Section 612 of the Real Property Actions and Proceedings Law on or about April 11, 2025; and

WHEREAS, the City and Property Owner have agreed to an additional twelve (12) months as measured from the date of this Agreement for Property Owner to comply with the restrictive covenants in the Deed and resolve this matter without further litigation being required by the parties; such that

IT IS HEREBY CONSENTED AND AGREED by the parties to this litigation, that they be bound by the terms and conditions enumerated below, as follows:

1. The “Whereas” paragraphs stated above shall be restated and incorporated herein to give full force and effect to the same.
2. Property Owner waives any defenses to service or personal jurisdiction.
3. Within 30 days of the full execution of this Agreement, Property Owner shall execute a deed, TP-584, and RP-5217 conveying title to the Premises to the City.
4. The City of Newburgh Office of the Corporation Counsel shall hold the documents referenced in paragraph 3 in escrow through 4:00 p.m. on ________________________ (said date and time being approximately twelve (12) months from the date of execution of the Agreement and being referred to herein as the “Deadline”).
5. Property Owner shall have until the Deadline to comply with all of the covenants contained in the Deed.
6. To avoid any ambiguity, compliance with the covenants referred to in paragraph 5 by the Deadline shall include receipt of a letter from the City of Newburgh Building Inspector or City

of Newburgh Code Compliance Supervisor stating that: (a) there are no open code violations on the property; (b) the Building Inspector or Code Compliance Supervisor observed no violations on the property during its most recent inspection of the property; (c) there are no open permits; and (d) there is a valid Certificate of Occupancy with respect to the property.

7. Delays that may be attributable to the City in connection with compliance with the Deed covenants (e.g. inspection delays, City Council approval delays) shall toll Property Owner's compliance deadline dates on a day-for-day basis. However, Property Owner must notify the City of Newburgh (by and through the Office of the Corporation Counsel) in writing, when it is ready for a re-inspection, approval, or other City action to trigger the time tolling period. In turn, a written decision from the City on the requested City action shall end any applicable time tolling period.
8. Delays that may be attributable to any applications made by Property Owner to City land use boards, including but not limited to the City of Newburgh Planning Board, City of Newburgh Zoning Board of Appeals, City of Newburgh Architectural Review Commission, shall not toll Property Owner's compliance deadline dates in any manner.
9. Delays that are attributable to a federal, state, or local executive order(s) that suspend construction activities shall toll Property Owner's deadlines on a day-for-day basis.
10. By the Deadline, Property Owner shall be current on all unpaid City and County taxes, School tax re-levies, Water/Sewer bills, Sanitation bills, plus any applicable penalties and interest.
11. Property Owner shall remain current on all City and County taxes, School tax re-levies, Water/Sewer bills, Sanitation bills, plus any applicable penalties and interest, up to and including the Deadline.

12. Property Owner shall not mortgage any of the Premises or any part thereof, or cause any liens (including but not limited to UCC filings), to be filed against the Premises or any property located thereon.

13. Should Property Owner fail to comply with any of the terms and conditions outlined in this Agreement by the Deadline in any respect, the Office of the Corporation Counsel shall cause to file the Documents with the Orange County Clerk, thereby vesting title with the City and extinguishing any rights, title, and interest that Property Owner might have in the Premises. No further notice shall be required to be delivered to Property Owner if it fails to comply with any of its obligations herein by the Deadline.

14. Property Owner has had opportunity to consult with an attorney on this matter.

15. Each party to this Agreement represents and warrants that the execution, delivery and performance of this Agreement and the consummation of the transactions provided in this Agreement have been duly authorized by all necessary action of the respective entity and that the person executing this Agreement on its behalf has the full capacity to bind that entity.

16. The City Council of the City of Newburgh, by resolution number ______-2025, has authorized and consented to the terms of the Agreement.

17. There are no other agreements, written or oral, pending between the Parties.

18. This Agreement is the full understanding between the parties, and any prior understandings or agreements are null and void.

19. If the City determines it necessary to bring any action at law or in equity to enforce or interpret the terms of this Agreement or the terms contained in the Deed, the City shall be entitled to reasonable attorney's fees, costs and necessary disbursements from Property Owner, in addition to any other relief to which it may be entitled. Should the City prevail in any action

at law or in equity to enforce or interpret the terms of this Agreement or the terms contained in the Deed, Property Owner waives any and all of its rights to appeal said determination.

20. The exchange of copies of this Agreement, including executed signature pages, by electronic transmission (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) will constitute effective execution and delivery of this Agreement for all purposes.

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[Signature page to follow.]

IN WITNESS WHEREOF, this Agreement is entered into on the date first referenced herein.

CITY OF NEWBURGH

____

Todd Venning
City Manager
Per Resolution No.: ______-2025

17 WILLIAM LLC

____

By: Scott Raffaele, Managing Member

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[Acknowledgement page to follow.]

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 NEW YORK)
) ss.:
COUNTY OF ____________)

On the ____ day of _______________, in the year 2025, before me personally appeared Scott Raffaele, 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

RESOLUTION NO.: ___143___-2025

OF

JUNE 9, 2025

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDING AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NO. EF006229-2024 INVOLVING SECTION 46, BLOCK 1, LOT 1 (42 LIBERTY STREET, LLC)

WHEREAS, 42 Liberty Street, LLC has commenced a tax certiorari proceeding against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2024 tax year bearing Orange County Index No. EF006229-2024; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Kelly M. Naughton, Esq. of Naughton & Torre, LLP, Special Counsel for the City of Newburgh in the aforesaid proceeding, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matters as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, 42 Liberty Street, LLC is willing to settle this proceeding without interest, costs or disbursements in the following manner:

1. That the real property of Petitioner described on the City of Newburgh tax roll for the 2024 tax year as tax map number 46-1-1 be reduced to a market value of $570,000.00.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlement as set forth and described above, and the attached Stipulation and Order of Settlement is hereby accepted pursuant to the provisions of the General City Law and other related laws.

BE IT FURTHER RESOLVED, that Todd Venning, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; Kelly M. Naughton, Esq. on behalf of Naughton & Torre, LLP, as Special Counsel, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

SUPREME COURT STATE OF NEW YORK
COUNTY OF ORANGE

In the Matter of 42 LIBERTY STREET LLC Petitioner, -against- THE ASSESSOR OF CITY OF NEWBURGH, Respondent.	**STIPULATION & ORDER OF SETTLEMENT** Assigned Judge: Hon., E. Loren Williams Tax Year 2024/25 Index No. EF006229-2024

The above named Petitioner having duly brought this Real Property Tax Law ("RPTL") Article 7 proceeding to review the tax assessment made against premises owned by the Petitioner, 42 LIBERTY STREET LLC, located at 42 Liberty Street, Newburgh, NY 12550 (SBL No.: 46-1-1) in the City of Newburgh, County of Orange, State of New York (the "Settled Parcel") for 2024, as more fully described in the petition made and filed herein, and issue having been duly joined herein, and Petitioner having appeared by the Law Office of Rogendy Toussaint, Esq., PLLC, Rogendy Toussaint, Esq., and Respondent, the City of Newburgh Assessor's Office, having appeared by Naughton & Torre LLP., Kelly M. Naughton, Esq., and the parties having entered into and consented to this Stipulation & Order of Settlement;

NOW, on motion of Rogendy Toussaint, Esq., attorney for Petitioner, it is hereby,

1. **ORDERED**, **ADJUDGED** and **DECREED**, that the 2024 assessment of the Settled Parcel at issue herein, in the City of Newburgh, County of Orange, State of New York, on the assessment roll of the City of Newburgh for the year 2024, be reduced and corrected as follows:

Property	Original Assessed Value	Corrected Assessed Value	Reduction in Assessed Value
46-1-1 (SBL No.:)	$649,000	$570,000	$79,000

; and it is further,

2. **ORDERED, ADJUDGED** and **DECREED**, that the City of Newburgh (the "City") and/or the County of Orange (the "County") shall refund any excess City, City Highway, other City taxes and special district charges paid on account of the reduction set forth to the 2024 assessment of the Settled Parcel for the 2024 assessment roll used to generate the 2024/25 City, City Highway, water, sewer and all special district taxes on the Settled Parcel; and it is further

3. **ORDERED, ADJUDGED** and **DECREED**, that the County and/or City shall refund any excess County, County Highway, and all special district taxes paid on account of the reduction set forth to the 2024 assessment of the Settled Parcel on account of the 2024 assessment roll used to generate the 2024/25 County, County Highway, and all special district taxes on the Settled Parcel herein; and it is further

4. **ORDERED, ADJUDGED** and **DECREED**, that the Newburgh Enlarged City School District (the "School District") shall refund any excess school district taxes (including library taxes) paid on account of the reduction set forth for 2024 of the Settled Parcel herein on account of the 2024 assessment roll used to generate the 2024/25 school district taxes (including library taxes) on the Settled Parcel; and it is further,

5. **ORDERED, ADJUDGED** and **DECREED**, subject to the terms, covenants and conditions set forth herein, the provisions of RPTL §727 shall be applicable to the corrected 2024 assessment for the 2025, 2026, and 2027 assessment rolls for the settled parcel; and it is further,

6. **ORDERED, ADJUDGED** and **DECREED**, that the refunds, set forth above, shall be paid to the Law Office of Rogendy Toussaint, Esq., PLLC, attorney for the aforementioned Petitioner, without interest or costs, provided any such refunds are made within ninety (90) days of the service of this Stipulation & Order of Settlement with notice of entry thereof; and it is further,

7. **ORDERED, ADJUDGED** and **DECREED**, that the attorneys signing this Stipulation & Order of Settlement have the authority to do so and have taken the necessary action to do so, and that said parties have duly agreed to this settlement and have duly authorized the persons signing this Stipulation and Order of Settlement to do so; and it is further

8. **ORDERED**, **ADJUDGED** and **DECREED**, that this Stipulation & Order of Settlement constitutes the full settlement of the tax review proceedings herein, and there are no costs, allowances or attorney's fees awarded to, by or against any of the parties, and that upon compliance with the terms of this Stipulation & Order of Settlement, the above-entitled proceedings be and the same are settled and discontinued with prejudice.

Dated: ______________________, 2025
Goshen, New York

____
Hon. E. Loren Williams
Justice, Supreme Court

STIPULATION

The Attorneys for the respective Parties do hereby consent to this Stipulation & Order of Settlement.

Dated: May 1st, 2025

LAW OFFICE OF ROGENDY TOUSSAINT, ESQ., PLLC

Rogendy Toussaint, Esq.
Attorney for Petitioner
33 Walt Whitman Road, Suite 200B
Huntington Station, New York 11746
(631) 673-6738
rtoussaint@aventineproperties.com

Dated: ____________________, 2025

NAUGHTON & TORRE LLP,

____
Kelly M. Naughton, Esq.
Attorney for Respondent
City of Newburgh Assessor's Office
40 Matthews Street, Suite 209
P.O. Box 216
Goshen, New York 10924
(845) 294-4080
knaughton@naughtontorrelaw.com

RESOLUTION NO.: 144 - 2025

OF

JUNE 9, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT OF CLAIM WITH RUNNER I LLC IN THE AMOUNT OF $7,500.00

WHEREAS, Stefany Martinez brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of seven thousand five hundred and 00/100 dollars ($7,500.00) in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Stefany Martinez in the total amount of seven thousand five hundred and 00/100 dollars ($7,500.00) and that the City Manager or the Corporation Counsel or its retained outside counsel is hereby authorized to execute documents to effectuate the settlement.