



City of Newburgh
Council Meeting Agenda
Sesion General del Consejo
December 8, 2025
7:00 PM

Mayor / Alcaldesa

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

City Clerk / Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

Communications / Comunicaciones

4. Approval of the minutes from the City Council meeting of November 24, 2024 / Aprobacion del Acta de la Reunion General del Consejo del 24 de noviembre de 2024
5. City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia de los Planes de Cada Departamento

Presentations / Presentaciones

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

6. Resolution No. 262 - 2025 - North Water Street Sewer Separation Project (LTCP) - Contract Amendment No. 3 w/ARCADIS

Resolution authorizing the City Manager to accept a proposal and enter into a contract amendment to the agreement for professional engineering services with Arcadis of New York Inc. for the North Water Street Sewer Separation Project in the amount of \$15,000.00

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y suscribir una enmienda al contrato del acuerdo para servicios profesionales de ingeniería con Arcadis of New York Inc. para el Proyecto de Separación del Alcantarillado de North Water Street por un monto de \$15,000.00

7. Resolution No. 263 - 2025 - North Interceptor Sewer Improvements Project (LTCP) - Contract Amendment No. 6 with ARCADIS of New York

Resolution authorizing the City Manager to accept a proposal and enter into a contract amendment to the professional engineering services agreement with Arcadis of New York, Inc. for the North Interceptor Sewer Improvements Project in the amount of \$11,000.00

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y suscribir una enmienda al contrato del acuerdo de servicios profesionales de ingeniería con Arcadis of New York, Inc. para el Proyecto de Mejoras del Alcantarillado Interceptor Norte por un monto de \$11,000.00

8. Resolution No. 264 - 2025 - Sewer Fund Transfer

Resolution amending Resolution No: 249-2024, the 2025 Budget for the City of Newburgh, New York to transfer \$570,000.00 from Sewer Fund Appropriated Balance to DPW-Sanitary Sewers and WWTP--Sludge-Grit Disposal to fund Broadway emergency sewer repair and sludge disposal

Resolución que modifica la Resolución Numero 249-2024, el Presupuesto 2025 de la Ciudad de Newburgh, Nueva York, para transferir \$570,000.00 del saldo asignado del Fondo de Alcantarillado a DPW - Alcantarillado Sanitario y WWTP - Disposición de Lodos y Arenas para financiar la reparación de emergencia del alcantarillado en Broadway y la disposición de lodos

9. Resolution No. 265 - 2025 - 2026 Liability, Municipal Property & Tax Foreclosed Property Insurance Renewal

Resolution approving a City-owned tax foreclosed properties general liability insurance policy and municipal insurance policies for the period of January 1, 2026 to December 31, 2026

Resolución aprobando un seguro de responsabilidad civil general de inmuebles embargados por impuestos del municipio y las pólizas de seguro municipales durante el periodo del 1 de enero de 2026 al 31 de diciembre de 2026

10. Resolution No. 266 - 2025 - 2025 Personnel Book Amendment — Comptroller's Office

Resolution amending the 2025 Personnel Analysis Book to add one Assistant City Comptroller position in the Finance Department

Resolución que enmienda el Libro de Análisis de Personal 2025 para

añadir un puesto de Asistente del Contralor de la Ciudad en el Departamento de Finanzas

11. Resolution No. 267 - 2025 - Capital Reserve Fund - African-American Burial Ground Downing Park Project

Resolution establishing the Park Buildings/Park Improvements Capital Reserve Fund to finance the construction of park buildings and park buildings alterations projects in the City of Newburgh

Resolución que establece el Fondo de Reserva de Capital para Edificios y Mejoras de Parques para financiar la construcción de edificios de parques y proyectos de modificación de edificios de parques en la Ciudad de Newburgh

12. Resolution No. 268 - 2025 - Intwine - Call Recording — Changes in Prices

Resolution authorizing agreements with Intwine Connect, LLC for hosted call recording and related services for the City of Newburgh Police Department, Fire Department and Water Department at a total monthly cost of \$198.00

Resolución que autoriza acuerdos con Intwine Connect, LLC para servicios de grabación de llamadas alojadas y servicios relacionados para el Departamento de Policía, el Departamento de Bomberos y el Departamento de Agua de la Ciudad de Newburgh, por un costo mensual total de \$198.00

13. Resolution No. 269 - 2025 - Adopting the City of Newburgh's Consolidated Housing and Community Development Strategy and Action Plan for Fiscal Year 2026

Resolution adopting the City of Newburgh's Consolidated Housing and Community Development Strategy and Action Plan for Fiscal Year 2026

Resolución que adopta la Estrategia y el Plan de Acción Consolidado de Vivienda y Desarrollo Comunitario de la Ciudad de Newburgh para el Año Fiscal 2026

14. Resolution No. 270 - 2025 - Contract for Building Cleaning Services (Solicitation 22.25)

Resolution authorizing the City Manager to execute a contract with NSI Clean Worldwide, Inc. to provide custodial services for City-owned buildings located at 300 Broadway, 55 Broadway, and 123 Grand Street at an annual cost of \$104,400.00

Resolución que autoriza al Gerente de la Ciudad a ejecutar un contrato con NSI Clean Worldwide, Inc. para brindar servicios de limpieza para los edificios que son propiedad de la Ciudad ubicados en 300 Broadway, 55 Broadway y 123 Grand Street a un costo anual de \$104,400.00

15. Ordinance No. 3 - 2025 - Ordinance amending Chapter 14, Article I "Arts and Cultural Commission"

Ordinance amending Chapter 14, Article I entitled "Arts and Cultural Commission" of the Code of Ordinances of the City of Newburgh

Ordenanza que enmienda el Capítulo 14, Artículo I titulado "Comisión de Artes y Cultura" del Código de Ordenanzas de la Ciudad de Newburgh

16. Ordinance No. 4 - 2025 - Ordinance amending Chapter 163 "Fees"

Ordinance amending Chapter 163 entitled "Fees" of the Code of Ordinances of the City of Newburgh

Ordenanza que enmienda el Capítulo 163 titulado "Tarifas" del Código de Ordenanzas de la Ciudad de Newburgh

17. Resolution No. 271 - 2025 - Scheduling a Public Hearing - Local Law amending City Charter Section C12.01 "Fire Commissioner"

Resolution scheduling a public hearing for December 18, 2025 to hear public comment concerning a Local Law Amending Section C12.01 entitled "Fire Commissioner" of Article XII entitled "Department of Fire" of the City Charter of the City of Newburgh

Resolución que programa una audiencia pública para el 18 de diciembre de 2025 para escuchar comentarios públicos sobre una ley local que enmienda la Sección C12.01 titulada "Comisario de Bomberos" del Artículo XII titulado "Departamento de Bomberos" de los Estatutos de la Ciudad de Newburgh

18. Resolution No. 272 - 2025 - Scheduling a Public Hearing - Local Law amending City Charter Article III and Section C5.01 to add Deputy City Manager

Resolution scheduling a public hearing for December 18, 2025 to hear public comment concerning a Local Law Amending City Charter Article III, entitled "Municipal Officers" and Section C5.01 entitled "Acting or Interim City Manager" to add the Position of Deputy City Manager

Resolución que programa una audiencia pública para el 18 de diciembre de 2025 para escuchar comentarios públicos sobre una ley local que enmienda el artículo III de los Estatutos de la Ciudad, titulado

"Funcionarios municipales" y la sección C5.01 titulada "Gerente de la Ciudad interino o en funciones" para añadir el puesto de Subgerente de la Ciudad

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

Final Comments from the City Council / Comentarios Finales del Ayuntamiento

Adjournment / Aplazamiento:

RESOLUTION NO.: 262 - 2025

OF

DECEMBER 8, 2025

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND ENTER INTO A CONTRACT AMENDMENT TO THE AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES WITH ARCADIS OF NEW YORK INC.
FOR THE NORTH WATER STREET SEWER SEPARATION PROJECT
IN THE AMOUNT OF \$15,000.00**

WHEREAS, by Resolution No. 219-2011 of October 24, 2011, the City Council of the City of Newburgh, New York approved a Consent Order with the New York State Department of Environmental Conservation to resolve violations at the Wastewater Treatment Plant and for the development of the Long Term Control Plan (“LTCP”); and

WHEREAS, the City submitted its Phase I LTCP and by Resolution No. 303-2015 of November 23, 2015, the City Council approved a Modification Order on Consent with a Compliance Schedule for Phase I through V of the LTCP; and

WHEREAS, by Resolution No. 189-2019 of August 12, 2019, the City Council approved a professional engineering services agreement with Arcadis of New York, Inc. to complete the planning and preliminary engineering for projects included as part of Phase II, III, and IV of the LTCP in an amount not to exceed \$880,000.00; and

WHEREAS, by Resolution No. 296-2020 of December 14, 2020, the City Council approved a contract for additional professional engineering services with Arcadis of New York, Inc. to complete the design and bid documents for the Separation of Combined Sewers on Water Street from Carpenter Avenue to Montgomery Street Project (the “Project”) included as part of Phase II of the LTCP in an amount not to exceed \$295,000.00; and

WHEREAS, by Resolution No. 165-2022 of July 11, 2022, the City Council approved a contract for construction management and inspection professional engineering services for the Project in an amount not to exceed \$380,000.00; and

WHEREAS, by Resolution No. 112-2024 of May 28, 2024, the City Council approved an amendment to the construction management and inspection professional engineering services contract for the Project in the amount of \$248,000.00; and

WHEREAS, Arcadis of New York, Inc. has submitted a letter proposal to complete an “as built” survey related to the completion of the Project in the amount of \$15,000.00 with funding for the cost of the services derived from HG1.8197.0200.8173.2023; and

WHEREAS, this Council determines that accepting the proposal and executing a contract with Arcadis of New York, Inc. in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept the letter proposal and execute a contract amendment to the professional engineering services agreement with Arcadis of New York, Inc. for construction management and inspection services in the Separation of Combined Sewers on Water Street from Carpenter Avenue to Montgomery Street Project included as part of Phase II of the CSO LTCP in the amount of \$15,000.00.

Jason Morris, PE
Commissioner of Public Works & City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12550

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

Date: November 21, 2025

Our Ref: 30142406

Subject: North Water Street Sewer Separation – Amendment to Construction Phases Services

Dear Mr. Morris,

Following the City's termination of its agreement with Metra Industries, Inc. (Metra), closeout documentation was not provided by the contractor. Since there were several changes made during construction due to unforeseen site conditions, Arcadis recommends completing an as-built survey to accurately document the constructed improvements. This survey will be used by Arcadis to prepare record drawings for the City's records.

To accomplish this, Arcadis will retain Badey and Watson Surveying & Engineering, D.P.C. to perform the as-built survey. The survey will capture the locations, inverts, and rim/grate elevations of all structures installed as part of this project. Arcadis proposes to complete the as-built survey for a lump sum fee of \$15,000.

We appreciate the opportunity to continue supporting the City on this project. If you have any questions or require additional information, please feel free to contact me at (518) 250-7300. Thank you again for your continued trust in Arcadis.

Sincerely,
Arcadis of New York, Inc.



A.J. Brooks
Principal Engineer

Email: a.j.brooks@arcadis.com
Direct Line: 518.250.7374

CC. M. Kosier, Arcadis

This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis as a result of — or in connection with — the submission of this proposal, Arcadis and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.

AMENDMENT No. 3

An **Agreement** was executed on December 29, 2020, between City of Newburgh [**Client**], having its principal place of business at 83 Broadway, Newburgh, New York 12550, and Arcadis of New York, Inc. [**Arcadis**], having its principal place of business at 110 West Fayette Street, Suite 300, Syracuse, New York 13202 and having an office at 646 Plank Road, Suite 100, Clifton Park, New York 12065.

Under the Agreement, Arcadis provides certain professional engineering services related to North Water Street Sewer Separation [**Assignment**] in the City of Newburgh [**Site**], New York [**State**].

Client and Arcadis now desire to amend the Agreement to include the amended Services as described below.

In consideration of the mutual promises in the Agreement, Client and Arcadis agree to amend the Agreement as the following:

1. **Scope of Amended Services.**

Arcadis will perform an as-built survey to capture the location, rim, and invert elevations of the storm sewer constructed as part of the project.

2. **Schedule of Amended Services.**

Work associated with Amendment No. 3 is anticipated to be completed by end of March 2025.

3. **Compensation for Amended Services.**

For Services provided under Amendment 3, Client shall pay Arcadis on the basis of the standard hourly rates for technical work actually performed. The not to exceed cost for the Consultant's services associated with Amendment No. 3 is \$15,000.

Other Provisions. Except as amended herein, all other provisions, terms and conditions in the Agreement shall remain in full force and effect.

Execution Authority. This Amendment to the Agreement is a valid and authorized undertaking of Client and Arcadis. The representatives of Client and Arcadis who have signed below have been authorized to do so.

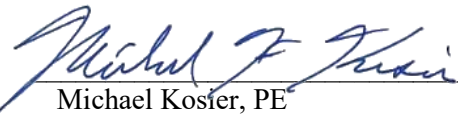
IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement as of this date:
December ____, 2025.

City of Newburgh

By _____
Todd Venning *Per Res. ____-25

Title City Manager

Arcadis of New York, Inc.

By _____
Michael Kosier, PE

Title Vice President

RESOLUTION NO.: 263 - 2025

OF

DECEMBER 8, 2025

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND ENTER INTO A CONTRACT AMENDMENT TO THE PROFESSIONAL
ENGINEERING SERVICES AGREEMENT WITH ARCADIS OF NEW YORK INC. FOR
THE NORTH INTERCEPTOR SEWER IMPROVEMENTS PROJECT
IN THE AMOUNT OF \$11,000.00**

WHEREAS, by Resolution No. 219-2011 of October 24, 2011, the City Council of the City of Newburgh, New York approved a Consent Order with the New York State Department of Environmental Conservation (“NYS DEC”) to resolve violations at the Wastewater Treatment Plant and for the development of the Long Term Control Plan (“LTCP”); and

WHEREAS, the City submitted its Phase I LTCP and by Resolution No. 303-2015 of November 23, 2015, the City Council approved a Modification Order on Consent with a Compliance Schedule for Phase I through V of the LTCP; and

WHEREAS, by Resolution No. 189-2019 of August 12, 2019, the City Council approved a professional engineering services agreement with Arcadis of New York, Inc. to complete the planning and preliminary engineering for projects included as part of Phase II, III, and IV of the LTCP in an amount not to exceed \$880,000.00; and

WHEREAS, by Resolution No. 113-2020 of May 28, 2020, the City Council approved a professional engineering services agreement with Arcadis of New York, Inc. to complete the design and bid documents for Phase II and III projects of the LTCP, including the North Interceptor Improvements Project (the “Project”), in an amount not to exceed \$542,500.00; and

WHEREAS, by Resolution No. 157-2022 of July 11, 2022, the City Council approved a professional engineering services agreement with Arcadis of New York, Inc. for construction management and inspection services for the Project in an amount not to exceed \$2,280,000.00; and

WHEREAS, by Resolution No. 121-2024 of June 10, 2024, the City Council approved a professional engineering services agreement with Arcadis of New York, Inc. for additional construction management and inspection professional engineering services for the Project in the amount of \$915,000.00, due to unknown and unforeseen conditions which arose during construction; and

WHEREAS, Arcadis of New York, Inc. has submitted a letter proposal to complete easement extinguishment and acquisition work related to the completion of the Project at a cost of \$11,000.00

with funding for the cost of the services derived from an existing grant and loan from the New York State Environmental Facilities Corporation under project CWSRF#C3-7332-11-01; and

WHEREAS, this Council determines that accepting the proposal and executing a contract with Arcadis of New York, Inc. in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept the letter proposal and execute a professional engineering services contract amendment to the agreement with Arcadis of New York, Inc. for construction management and inspection services for the North Interceptor Improvements Project as part of Phase III of the Long Term Control Plan for the City's Combined Sewer Collection System in the amount of \$11,000.00.

Jason Morris, PE
Commissioner of Public Works & City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12550

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

Date: November 21, 2025

Our Ref: 30141834

Subject: North Interceptor Sewer Replacement – Amendment to Construction Phases Services

Dear Mr. Morris,

Pursuant to the City's request, Arcadis has prepared this correspondence to document the need for an amendment to complete the closeout of the North Interceptor Sewer Replacement Construction Project.

During construction, unforeseen subsurface rock conditions along the original sewer alignment in Ferry Crossing necessitated a realignment of the North Interceptor. This realignment enabled the City to avoid a costly change order, resulting in significant cost savings. However, the new alignment is located just outside the existing sewer easement, requiring the acquisition of a new permanent easement.

The City has requested the extinguishment of previous easements and execution of a new permanent easement. To facilitate this, Arcadis will retain Badey and Watson Surveying & Engineering, D.P.C. to perform the necessary easement computations and prepare a Permanent Easement Acquisition Map, including metes and bounds descriptions. Arcadis proposes to complete the above scope for a fee of \$11,000.

We appreciate the opportunity to continue supporting the City on this important project. Should you have any questions or require further assistance, please contact me at (518) 250-7300.

Sincerely,
Arcadis of New York, Inc.



A.J. Brooks
Principal Engineer

Email: a.j.brooks@arcadis.com
Direct Line: 518.250.7374

CC. M. Kosier, Arcadis

This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis as a result of — or in connection with — the submission of this proposal, Arcadis and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.

AMENDMENT No. 6

An **Agreement** was executed on June 29, 2020, between City of Newburgh [**Client**], having its principal place of business at 83 Broadway, Newburgh, New York 12550, and Arcadis of New York, Inc. [**Arcadis**], having its principal place of business at 110 West Fayette Street, Suite 300, Syracuse, New York 13202 and having an office at 646 Plank Road, Suite 100, Clifton Park, New York 12065.

Under the Agreement, Arcadis provides certain professional engineering services related to the North Interceptor Sewer Replacement [**Assignment**] in the City of Newburgh [**Site**], New York [**State**].

Client and Arcadis now desire to amend the Agreement to include the amended Services as described below.

In consideration of the mutual promises in the Agreement, Client and Arcadis agree to amend the Agreement as the following:

1. **Scope of Amended Services.**

Prepare easement documentation to extinguish previous easements in Ferry Crossing along the North Interceptor Sewer alignment and develop a single new permanent easement.

2. **Schedule of Amended Services.**

Work associated with Amendment No. 6 is anticipated to be completed by end of February 2026.

3. **Compensation for Amended Services.**

For Services provided under Amendment 6, Client shall pay Arcadis on the basis of the standard hourly rates for technical work actually performed based on the Rate Schedule attached. The not to exceed cost for the Consultant's services associated with Amendment No. 6 is \$11,000.

Other Provisions. Except as amended herein, all other provisions, terms and conditions in the Agreement shall remain in full force and effect.

Execution Authority. This Amendment to the Agreement is a valid and authorized undertaking of Client and Arcadis. The representatives of Client and Arcadis who have signed below have been authorized to do so.

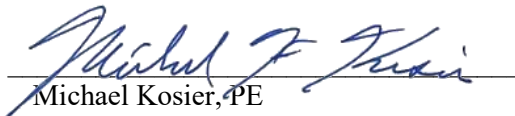
IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement as of this date:

December_____, 2025.

City of Newburgh

Arcadis of New York, Inc.

By _____
Todd Venning *Per Res. ____-25

By 
Michael Kosier, PE

Title _____ City Manager & CEO

Title _____ Vice President

RESOLUTION NO.: 264 - 2025

OF

DECEMBER 8, 2025

**RESOLUTION AMENDING RESOLUTION NO: 249-2024, THE 2025 BUDGET FOR
THE CITY OF NEWBURGH, NEW YORK TO TRANSFER \$570,000.00 FROM
SEWER FUND APPROPRIATED BALANCE TO DPW-SANITARY SEWERS
AND WWTP~SLUDGE-GRIT DISPOSAL TO FUND
BROADWAY EMERGENCY SEWER REPAIR AND SLUDGE DISPOSAL**

WHEREAS, the City of Newburgh sewer system sustained a collapsed sewer on Broadway in the area of Johnston Street to William Street and sludge disposal costs requiring an amendment to the 2025 Budget is necessary to transfer \$570,000.000 from the Sewer Fund Appropriated Balance to fund the emergency sewer repairs and sludge disposal costs; the same being in the best interest of the City of Newburgh;

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

		<u>Decrease</u>	<u>Increase</u>
G.0000.0599.1000.0000	Sewer Fund Appropriated Balance	<u>\$570,000.00</u>	
G.8120.0208	Sewer Fund/DPW Sanitary Sewers Construction & Major Alterations		\$370,000.00
G.8130.0448.0000	WWTP - Sludge/Grit Disposal Sludge - Grit Disposal		<u>\$200,000.00</u>
TOTAL:		\$570,000.00	\$570,000.00

RESOLUTION NO.: 265 - 2025

OF

DECEMBER 8, 2025

**A RESOLUTION APPROVING A CITY-OWNED TAX FORECLOSED PROPERTIES
GENERAL LIABILITY INSURANCE POLICY AND MUNICIPAL INSURANCE POLICIES
FOR THE PERIOD OF JANUARY 1, 2026 TO DECEMBER 31, 2026**

WHEREAS, Arthur J. Gallagher of New York, Inc. has solicited a policy of City-owned tax foreclosed properties liability insurance coverage for the period January 1, 2026 to December 31, 2026; and

WHEREAS, on behalf of the City of Newburgh, Arthur J. Gallagher of New York, Inc. has solicited proposals for municipal insurance coverage for the fiscal year 2026 and has recommended a package of insurance coverage for municipal property and municipal liability insurance coverage for Fiscal Year 2026;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby approves a policy of insurance coverage for City-owned tax foreclosed properties for the term beginning January 1, 2026 through December 31, 2026 as set forth in the attached Insurance Summary; and

BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby approves the municipal insurance coverage for the term beginning January 1, 2026 through December 31, 2026 with the self-insured retention amounts and premium rates as set forth in the attached Insurance Summary; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized and directed to execute agreements with Arthur J. Gallagher of New York, Inc. and Gallagher Bassett Services, Inc. to provide for insurance coverage, and third-party claims administration services, respectively, for the period of January 1, 2026 to December 31, 2026.



CITY OF NEWBURGH
PROPERTY & LIABILITY INSURANCE RENEWAL SUMMARY (2026)



	EXPIRING PROGRAM (1/1/25 - 1/1/26)				RENEWAL PROGRAM - OPTION 2 (1/1/26 - 1/1/27)				
LINE OF COVERAGE	CARRIER	LIMIT	RETENTION	PREMIUM	CARRIER	LIMIT	RETENTION	PREMIUM	% Change YOY
Property Inland Marine	Munich Re	\$119,672,967 \$3,638,581	\$100,000 Ded. \$50,000 Ded.	\$133,486	Munich Re	\$134,194,219 \$3,638,581	\$100,000 Ded. \$50,000 Ded.	\$160,974	20.6%
General Liability	Safety National	\$5,000,000/Occ. \$5,000,000/Agg.	\$500,000 SIR	\$914,737	Safety National	\$5,000,000/Occ. \$5,000,000/Agg.	\$500,000 SIR	\$953,898	4.3%
Auto Liability	Safety National	\$5,000,000/Acc.	\$500,000 SIR		Safety National	\$5,000,000/Acc.	\$500,000 SIR		
Law Enforcement Liability	Safety National	\$5,000,000/Occ. \$5,000,000/Agg.	\$500,000 SIR		Safety National	\$5,000,000/Occ. \$5,000,000/Agg.	\$500,000 SIR		
Public Officials Liability	Safety National	\$5,000,000/Occ. \$5,000,000/Agg.	\$250,000 SIR		Safety National	\$5,000,000/Occ. \$5,000,000/Agg.	\$250,000 SIR		
Employment Practices Liability	Safety National	\$5,000,000/Occ. \$5,000,000/Agg.	\$250,000 SIR		Safety National	\$5,000,000/Occ. \$5,000,000/Agg.	\$250,000 SIR		
Excess Liability (\$5M x \$5M)	Berkley (Gemini)	\$5,000,000/Occ. \$5,000,000/Agg.	N/A	\$435,750	Metis (Obsidian)	\$5,000,000/Occ. \$5,000,000/Agg.	N/A	\$425,894	-2.3%
Excess Liability (\$2.5M x \$10M)	N/A				N/A				
Boiler & Machinery	Travelers	\$50,000,000 Blanket Limit	\$1,000 Deductible	\$14,376	Travelers	\$50,000,000 Blanket Limit	\$1,000 Deductible	\$16,209	12.8%
Environmental Liability (Pollution)	Markel (Evanston)	\$1,000,000/Occ. \$2,000,000/Agg.	\$25,000 Deductible	\$35,514	Markel (Evanston)	\$1,000,000/Occ. \$2,000,000/Agg.	\$25,000 Deductible	\$37,956	6.9%
Cyber Liability	Dual	\$1,000,000/Occ. \$1,000,000/Agg.	\$25,000 Deductible	\$19,393	Dual	\$1,000,000/Occ. \$1,000,000/Agg.	\$25,000 Deductible	\$19,393	0.0%
General Liability for REM Properties	AmTrust	\$1,000,000/Occ. \$2,000,000/Agg.	\$1,000 Deductible	\$36,607	AmTrust	\$1,000,000/Occ. \$2,000,000/Agg.	\$1,000 Deductible	\$32,075	-12.4%
Crime (Employee Dishonesty)	N/A				Great American	\$1,000,000/Loss	\$10,000 Deductible	\$8,060	N/A
TOTAL PREMIUM	\$1,589,863				\$1,654,459				4.1%
EXPOSURES	Total Insurable Values (TIV): \$123,311,548 FY25 Operating Budget: \$100,579,567 Payroll: \$26,153,860 Vehicle count: 165 FT Employee count: 303 Police officer count (class A/B): 117 Properties covered by REM policy: 33 Locations covered by Environmental Liability policy: 8				Total Insurable Values (TIV): \$135,794,755 FY25 Operating Budget: \$103,249,263 Payroll: TBD Vehicle count: 174 FT Employee count: 302 Police officer count (class A/B): 24 Properties covered by REM policy: 24 Locations covered by Environmental Liability policy: 9				
COVERAGE NOTES	N/A				Property: locations 5-1, 8-1, 22-1 are covered outside of the blanket limit at 90% coinsurance Environmental Liability: UST's subject to \$250k deductible, AST's subject to \$100k deductible				
NOTES	Premiums exclude TRIA (terrorism coverage) Premiums include taxes/fees				Budgeted premiums for 2026 = \$1,812,068 Premiums exclude TRIA (terrorism coverage) - City has not elected to purchase in the past Premiums include surplus taxes/fees Premiums do not include agency bill fees (\$100 per policy with cap of \$500 per client)				

RESOLUTION NO.: 266-2025

OF

DECEMBER 8, 2025

**A RESOLUTION AMENDING THE 2025 PERSONNEL ANALYSIS BOOK
TO ADD ONE ASSISTANT CITY COMPTROLLER POSITION
IN THE FINANCE DEPARTMENT**

WHEREAS, the City Manager proposes to add one Assistant City Comptroller position in the Finance Department; and

WHEREAS, the City Council has determined that adding one Assistant City Comptroller position in the Finance Department will promote economy and efficiency within the Department; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2025 be amended to add one Assistant City Comptroller position in the Finance Department.

RESOLUTION NO.: 267 - 2025

OF

DECEMBER 8, 2025

**RESOLUTION ESTABLISHING THE PARK BUILDINGS/PARK IMPROVEMENTS
CAPITAL RESERVE FUND
TO FINANCE THE CONSTRUCTION OF PARK BUILDINGS
AND PARK BUILDING ALTERATIONS PROJECTS IN THE CITY OF NEWBURGH**

BE IT RESOLVED, that pursuant to Section 6-c of the General Municipal Law, as amended, there is hereby established a capital reserve fund to be known as the “Park Buildings/Park Improvements Capital Reserve Fund” (hereinafter “Reserve Fund”) for which the purpose of this Reserve Fund is to accumulate moneys to finance the cost of a type of capital improvement and that the type of capital improvement to be financed from the Reserve Fund is the construction of park buildings and park building alterations, including the Newburgh Colored Burial Ground Memorial in Downing Park; and

BE IT FURTHER RESOLVED, that the chief fiscal officer is hereby directed to deposit and secure the moneys of this Reserve Fund in the manner provided by Section 10 of the General Municipal Law and may invest the moneys in the Reserve Fund in the manner provided by Section 11 of the General Municipal Law, and consistent with the investment policy of the City of Newburgh. Any interest earned or capital gains realized on the moneys so deposited or invested shall accrue to and become part of the Reserve Fund. The chief fiscal officer shall account for the Reserve Fund in a manner which maintains the separate identity of the Reserve Fund and shows the date and amount of each sum paid into the fund, interest earned by the fund, capital gains or losses resulting from the sale of investments of the fund, the amount and date of each withdrawal from the fund and the total assets of the fund, showing cash balance and a schedule of investments, and shall, at the end of each fiscal year, render to the Board a detailed report of the operation and condition of the Reserve Fund; and

BE IT FURTHER RESOLVED, that except as otherwise provided by law, expenditures from this Reserve Fund shall be made only for the purpose for which the Reserve Fund is established. No expenditure shall be made from this Reserve Fund without the approval of the City Council and such additional actions or proceedings as may be required by Section 6-c of the General Municipal Law or any other law, including a permissive referendum if required by subdivision 4 of Section 6-c.

RESOLUTION NO.: 268 - 2025

OF

DECEMBER 8, 2025

**A RESOLUTION AUTHORIZING AGREEMENTS WITH INTWINE CONNECT, LLC
FOR HOSTED CALL RECORDING AND RELATED SERVICES FOR THE
CITY OF NEWBURGH POLICE DEPARTMENT, FIRE DEPARTMENT AND
WATER DEPARTMENT AT A TOTAL MONTHLY COST OF \$198.00**

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

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

WHEREAS, Intwine Connect, LLC has submitted new agreements to increase the monthly cost of these services to \$198.00 which will be paid from A.1680.0453; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter into agreements with Intwine Connect, LLC at a total monthly cost of \$198.00 for hosted call recording and related services for the City of Newburgh Police Department, Fire Department and Water Department.

RESOLUTION NO.: 269 - 2025

OF

DECEMBER 8, 2025

**A RESOLUTION ADOPTING THE CITY OF NEWBURGH'S CONSOLIDATED
HOUSING AND COMMUNITY DEVELOPMENT STRATEGY AND ACTION PLAN FOR
FISCAL YEAR 2026**

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

WHEREAS, this Consolidated Plan was prepared in accordance with all statutory requirements, including those related to citizen participation; and

WHEREAS, the City has now prepared a one-year Action Plan in order to implement various elements of the strategies identified in its Consolidated Plan during the second year it is in effect; and

WHEREAS, the City must also submit a Citizens Participation Plan, a Language Access Plan, due to the high percentage of non-native English, and also submit a draft of the 2026 Annual Action Plan and Budget, which may be revised; and

WHEREAS, this one-year Action Plan contains the following proposed activities and budget for the City's 2026 Community Development Block Grant Entitlement Program;

Expenditures 2026	
Housing (In-Rem Property Program)	\$190,000
Housing (Home Assistance Repair Program)	\$25,000
Infrastructure Improvements (curb ramps & sidewalk improvements)	\$230,000
Infrastructure Improvements (public accessibility to City buildings, parks)	\$170,000
Economic Development	\$25,000
Quality of Life Improvements/Neighborhood Services (Summer Film Festival)	\$15,000
Quality of Life Improvements/Neighborhood Services (Community Outreach)	\$10,000
Quality of Life Improvements/Neighborhood Services (Workforce Training)	\$10,000
Administration	\$155,000
TOTAL BUDGET	\$830,000

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York does hereby approve and adopt the attached one-year Action Plan, subject to further revisions as may be necessary to meet federal requirements; and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh, New York does hereby accept a grant allocation under the Community Development Block Grant Program in the amount of \$830,000.00, and in the event that award funding is greater than \$830,000.00, as presented in the FY 2026 CDBG Annual Action Plan, the additional funding will be applied in the established, corresponding projects of the existing FY 2026 CDBG Annual Action Plan; and

BE IT FURTHER RESOLVED, that the City Manager be and is hereby designated the official representative of the City of Newburgh and he is hereby authorized to submit the one-year Action Plan and execute the appropriate forms and certifications; that the City Manager be and is hereby further directed and authorized to act in connection with the submission of a one-year Action Plan and to provide such additional information as may be required; and that the City Manager be and is hereby 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 programs funded thereby; and

BE IT FURTHER RESOLVED, that the Secretary of Housing and Urban Development be and hereby is assured full compliance by the City of Newburgh with said certifications.

**FY2024 Annual Action Plan
Community Development Block Grant (CDBG)**

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

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

**FY2024 Annual Action Plan
Community Development Block Grant (CDBG)**

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

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

RESOLUTION NO.: 270 - 2025

OF

DECEMBER 8, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH NSI CLEAN WORLDWIDE, INC. TO PROVIDE CUSTODIAL SERVICES FOR CITY-OWNED BUILDINGS LOCATED AT 300 BROADWAY, 55 BROADWAY AND 123 GRAND STREET AT AN ANNUAL COST OF \$104,400.00

WHEREAS, the City of Newburgh issued Solicitation #22.25 seeking qualified vendors to provide custodial cleaning services to three City-owned buildings located at 300 Broadway, 55 Broadway and 123 Grand Street; and

WHEREAS, NSI Clean Worldwide, Inc. submitted a bid and has been determined to be the lowest responsible, responsive bidder to provide such custodial services; and

WHEREAS, the proposal provides for a three-year contract, and up to two (2), one-year renewal options at a cost of \$104,400.00 per year; and

WHEREAS, funding for the cost of the contract shall be derived from A.1620.0448 – Municipal Buildings, Vendor Services and A.1121.0448 – Other Services; and

WHEREAS, this Council has reviewed the bid proposal and has determined that executing a contract under the terms and conditions set forth therein is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the attached contract with NSI Clean Worldwide, Inc. to provide custodial services for City-owned buildings located at 300 Broadway, 55 Broadway and 123 Grand Street at a cost of \$104,400.00 per year for three years, with up to two (2), one-year renewal options at the same annual price.

CITY OF NEWBURGH
Services Agreement

This agreement ("Agreement") is made and entered into this _____ day of _____, 2025, by and between the City of Newburgh, a municipal corporation, with an office address of 83 Broadway, Newburgh, New York 12550 ("City"), and NSI Clean Worldwide, Inc., with an office address of 70 Maple Drive, Middletown, New York 10941 ("Contractor").

WITNESSETH

WHEREAS, the City issued Solicitation #22-25 seeking bids from qualified and experienced vendors with the capability to provide custodial cleaning services to three City-owned buildings located at 300 Broadway, 55 Broadway, and 123 Grand Street; and

WHEREAS, the City provided notification of the availability of the Solicitation in accordance with state and local requirements; and

WHEREAS, the Solicitation set forth the minimum administrative, technical, and cost requirements that a vendor needed to meet to be eligible for consideration to receive an award; and

WHEREAS, Contractor submitted a bid in response to the Solicitation and has been determined to be have provided the lowest responsible and responsive bid to provide such custodial cleaning services; and

WHEREAS, Contractor, in consideration of the terms and conditions herein, agrees to furnish labor, materials, and equipment, and to perform services work necessary to provide such custodial cleaning services herein after referred to as "Services".

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

Schedule A – Scope of Work
Schedule B – Pricing and Frequency

WHEREAS, the term shall begin on January 1, 2026, after receipt of a fully-executed Agreement by Contractor the City.

WHEREAS, the basic services amount to be expended under this Agreement shall not exceed **\$104,400.00** per year for each year this Agreement is in effect, with payment being made in accordance with the terms and conditions set forth herein.

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

1. DEFINITIONS

The following terms as used in this Agreement are defined as follows:

- 1.1 Agreement: The Agreement executed by both the City and Contractor.
- 1.2 Additional Services: A written authorization for the emergency cleaning services and work beyond the itemized list of daily cleaning tasks for each building as provided by Section 2, Scope of Services.
- 1.3 City: The City of Newburgh.
- 1.4 Claimant's Certification form: Documentation, including but not limited to an invoice, providing cost of the work and Contractor's request for payment.
- 1.5 Contractor: The individual or entity represented who is identified on the signature line of the Agreement.
- 1.6 Contract: Same as Agreement.
- 1.7 Contract Documents: Requests for Proposals, Scope of Services, Cost Proposals, this Agreement, Bid Proposal Form, Notice to Contractors, bonds, and insurance certificates relative to the Services.
- 1.8 Principal(s): The individual(s) of the Contractor authorized its behalf to act as signatories to agreements for the Services.

2. SCOPE OF SERVICES

- 2.1 Contractor shall render all services and furnish all materials and equipment necessary to provide the City with the Services and deliverables more specifically described as the itemized list of daily cleaning tasks in **Schedule A** in a timely and professional manner.
- 2.2 Contractor shall ascertain the applicable practices of the City, New York State (including any relevant agencies thereto) and/or the United States of America (including any relevant agencies thereto), as applicable, before beginning any of the work. All work required under this Contract shall be performed in accordance with these practices and any special requirements as may be described in **Schedule A**.
- 2.3 Upon receipt of a fully executed Agreement from the City, Contractor shall commence and complete work and services consistent with the frequency described in **Schedule B**.
- 2.4 Prior to the start of work and during the term of this Agreement, Contractor shall submit for approval by the City the names of any sub-contractor engaged by Contractor to

perform work and the City's approval shall not be unreasonably withheld. Nothing in this Agreement shall create any contractual relationship between the City and any subcontractor retained by the Contractor.

- 2.5 Contractor's performance of this Contract within the compensation provided shall be continuously reviewed in good faith by Contractor. Contractor shall notify the City of the results of those reviews in writing by submitting of a Cost Control Report to the City monthly or at such alternative interval described in **Schedule A**.
- 2.6 If Contractor believes that any work the Contractor has been directed to perform is beyond the Scope of Services as outlined in Section 2 and in the Agreement, and constitutes Additional Services, the Contractor shall promptly notify the City, in writing, of its objections prior to the commencement of the objected to work. The City shall review said objections in good faith and, in its sole discretion, decide whether such work is beyond the Scope of Services and in the Agreement generally, and constitutes Additional Services. If the City determines that such work does constitute Additional Services, the City shall provide extra compensation to the Contractor as provided for in Sections 3 and 4, below. In this instance, a change order or an amendment to the Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by the City.

3. ADDITIONAL SERVICES

- 3.1 During the project, the City may elect to seek additional work that, in its discretion, is substantially beyond that required to be provided by Section 2 (Scope of Services). Such work shall be considered Additional Services.
- 3.2 Additional Services require pre-authorization in writing by the parties. When Additional Services are authorized and accepted, they shall be provided by the Contractor and shall be paid for by the City as provided in Section 4 (Compensation).

4. COMPENSATION

- 4.1 This Contract shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the City beyond the monies legally available for the purposes hereof.
- 4.2 Compensation for Contractor's Scope of Services shall be as indicated in **Schedule B**.
- 4.3 For satisfactory performance of the Services or, as Additional Services may be approved by mutual written agreement or change order, the City agrees to compensate Contractor accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. Contractor shall submit to the City a City Claimant's Certification form with monthly itemized invoice for Services rendered during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the City may reasonably require. The City

will pay the proper amounts due Contractor within sixty (60) days after receipt of a City Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify Contractor, in writing, of the City's reasons for objecting to all or any portion of the invoice submitted by Contractor.

- 4.4 At the conclusion of the term of this Agreement and the conclusion of any renewal term, the Contractor shall submit a final invoice for any remaining amounts due. This invoice shall be prominently identified as 'FINAL INVOICE'.
- 4.5 All subcontractors and subcontractors performing work on this project shall be bound by the same required contract provisions as the Contractor. All agreements between the Contractor and a subcontractor or other subcontractor shall include all standard required contract provisions, and such agreements shall be subject to review by the City.
- 4.6 Payment to Contractor is subject to the following audit rights of the City. All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the City. Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the City so that it may evaluate the reasonableness of the charges, and Contractor shall make its records available to the City upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the City, the State of New York, the federal government, and/or other persons duly authorized by the City. Such audits may include examination and review of the source and application of all funds whether from the City, State, the federal government, private sources or otherwise. Contractor shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

5. BOOKS AND RECORDS; RETENTION

- 5.1 Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years from the date of creation or three (3) years after final payment is remitted by the City, whichever is later. Any authorized representatives of the City, New York State, or Federal Government shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for inspection, auditing, and copying.
- 5.2 All technical data related to this Agreement that exists in the offices of the City or in the offices of the Contractor shall be made available to the other party to this Agreement upon written request and without expense to such other party.

6. TERM; TERMINATION

- 6.1 The term of this Agreement shall be for three (3) years, plus two (2) one-year extensions upon mutual consent of the parties.
 - 6.1.1 The Agreement shall commence on January 1, 2026 and shall terminate on December 31, 2028, subject to two (2) one-year extensions, unless terminated pursuant to the provisions of this Article 6.
- 6.2 Each of the two (2) one-year extension terms must be agreed upon and executed in writing no later than six months prior to the expiration of the term currently in effect.
- 6.3 The City may, in writing and in accordance with the notice provision in Section 8 (Miscellaneous Provisions) terminate this Agreement in whole or in part at any time (i) for City's convenience, (ii) upon the failure of Contractor to comply with any of the terms or conditions of this agreement, or (iii) upon the Contractor becoming insolvent or bankrupt.
- 6.4 Either party may terminate this Agreement for cause by providing at least fifteen days' prior written notice to the other party, which notice shall include a list of deficiencies and the opportunity to cure the deficiencies within the fifteen-day period. Prior to terminating this Agreement, a Notice of Termination must be given in writing and in accordance with the notice provision in Section 8 (Miscellaneous Provisions).
- 6.5 In the event the City terminates this Agreement or the Contractor terminates this Agreement in accordance with Section 6.4, the City shall only be responsible for payment of services performed and expenses incurred under this Agreement as of the effective date of the termination consistent with the provisions of Article 4 (Compensation). The City shall not be responsible for any future payments or sums remaining under the Agreement.
- 6.6 The City may immediately cancel this Agreement on notice to Contractor if the City receives information that any work under this Agreement conflicts with the provisions of any applicable law establishing a Code of Ethics for Federal, State or City officers and employees.

7. INSURANCE AND RISK MANAGEMENT

- 7.1 The parties agree that Contractor, its agents, officers, and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the City.
- 7.2 Contractor agrees to hold harmless, defend, and indemnify the City, and the officers, agents, and employees of the City from all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith including, without limitation, reasonable attorney fees and costs of litigation and/or settlement,

resulting from or in any manner arising out of or in connection with any negligent act or omission or willful misconduct on the part of the Contractor, its officers, agents, and employees, in the performance of this Agreement. This provision shall survive the expiration or termination of this Agreement.

7.3 In the event that any claim is made or any action is brought against the City arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of Contractor either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of Contractor's negligence, fault, act or omission, then the City shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the City provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. Contractor assumes the risk of and shall be responsible for, any loss or damage to City property, including property and equipment leased by the City, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Contractor, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Contractor as an expert consultant specialist or subcontractor hereunder.

7.4 Contractor shall not commence work until the City has received evidence of the insurance required in this section and approved the same.

7.5 Contractor shall obtain the following policies and coverages. The insurance furnished by the Contractor under this section shall provide coverage in amounts not less than the following unless a different amount is stated herein:

7.5.1 Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, shall cover work done or to be done by or on behalf of the Contractor and shall provide insurance coverage for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work.

The minimum liability limits shall be as follows:

\$3,000,000	General Aggregate
\$1,000,000	Each Claim - combined single limit for bodily injury and property damage.

7.5.2 Business Automobile Liability Insurance, on an occurrence basis, shall cover owned, scheduled, hired, and non-owned automobiles used by or on behalf of the Contractor and shall provide insurance coverage for bodily injury, property damage, and contractual liability.

The minimum liability limits shall be as follows: .

\$1,000,000 Each Accident - combined single limit for bodily injury and property damage.

7.5.3 Workers' Compensation Insurance, shall include Employer Liability limits of \$1,000,000 and other limits required under New York law.

7.5.4 Professional Liability Insurance (a/k/a Errors and Omissions insurance). Not applicable.

7.5.5 Insurers shall be authorized in the State of New York to transact insurance and shall hold a current A.M. Best's rating of no less than A: VII or carrier acceptable to the City.

7.5.6 Contractor shall submit to the City certificates of insurance and endorsements to the policies of insurance required by the Agreement as evidence of the insurance coverage.

7.5.7 The scope of coverage and deductible shall be shown on the certificate of insurance.

7.5.8 The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to the City, and without ten (10) days' notice for non-payment of premium.

7.5.9 Renewal certifications shall be timely filed by the Contractor for coverage until the work is accepted as complete.

7.5.10 Contractor shall notify the City in writing of any material change in insurance coverage.

7.5.11 Insurance policies shall contain, or be endorsed to contain, the following provisions and/or endorsements:

7.5.11.1 For the general and automobile liability policies, the City of Newburgh, its officers, employees, representatives, volunteers, and agents shall be covered as additional insureds.

7.5.11.2 For claims related to the work, Contractor's insurance coverage shall be primary insurance as respects the City of Newburgh, their officers, employees, representatives, volunteers, and agents. Insurance or self-insurance maintained by the City, their officers, employees,

representatives, volunteers, and agents shall be in excess of the Contractor's insurance and shall not contribute with it.

7.5.11.3 Each insurance policy required by this section shall state that coverage shall not be canceled, except after thirty (30) days prior written notice by mail, return receipt requested, has been given to the City, ten (10) days' notice for non-payment of premium.

7.5.11.4 The City, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

7.5.12 Any deductible under any policy of insurance required in this section shall be the Contractor's liability.

7.5.13 Acceptance of certificates of insurance by the City shall not limit the Contractor's liability under the Agreement.

7.5.14 If the City is damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay the City for such damages.

7.5.15 Contractor's obligations to obtain and maintain required insurance are non-delegable duties under this Agreement.

8. MISCELLANEOUS

8.1 Contractor, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the City by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

8.2 Contractor agrees to comply with all applicable Federal, State and City Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, Contractor agrees that neither it nor its sub-Contractors shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any citizen who is qualified and available to perform the

work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

- 8.3 Contractor certifies compliance with providing a drug-free workplace.
- 8.4 Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 8.5 Contractor warrants that no officer or employee of the City of Newburgh has received, or shall receive, compensation from the Contractor or subcontractors for work performed in the execution of this Agreement, or for any architectural or engineering services, public or private, performed for the Contractor or its subcontractors.
- 8.6 This Agreement shall be binding on, and inure to the benefit of, the successors and permitted assigns of the parties.
- 8.7 Contractor may not assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or its power to execute such Agreement, to any other person, company or corporation, without written consent of the City. If this provision is violated, the City may revoke and annul the Agreement and the City shall be relieved from all liability and obligations thereunder to the person, company or corporation to whom the Contractor shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of the City.
- 8.8 Notice for either party may be served by delivering it in writing via any form of United States Postal Service that contains a tracking number, or by Federal Express, or by United Parcel Service, to the respective party and address as shown on the Agreement page.
- 8.8.1 Notice served upon the City shall be delivered to:

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

8.8.2 Notice served upon Contractor shall be delivered to:

NSI Clean Worldwide, Inc.
attn.: Henry Correa, CEO
70 Maple Drive
Middletown, NY 10941

- 8.9 In the event of any claims made or any actions brought against the City in connection with the Agreement, Contractor agrees to provide all information and assistance in the City's opinion that is reasonably necessary to defend such claim.
- 8.10 The State courts located in New York State, County of Orange, shall have exclusive jurisdiction to adjudicate any disputes arising out of or relating to, this Agreement. Each party hereto consents to the jurisdiction of such court and waives any right it may otherwise have to challenge the appropriateness of the forum for any reason. Arbitration shall not be used to resolve any claims, controversies, or disputes between the parties.
- 8.11 This Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to any conflict of laws principles that may apply.
- 8.12 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. Any changes to this Agreement may be amended by mutual consent of the parties hereto in writing.
- 8.13 This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.
- 8.14 In the event that any provision of this Agreement is held to be unenforceable under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

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[Signature and Acknowledgment Pages to Follow]

Signature Page
Agreement for Custodial/Cleaning Services
City of Newburgh with NSI Clean Worldwide, Inc.

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

DATED: _____, 2025

CITY OF NEWBURGH

By: _____

Name: Todd Venning
Title: City Manager

DATED: _____, 2025

NSI CLEAN WORLDWIDE, INC.

By: _____

Name: [Print Name]
Title: [Print Title]

Acknowledgment Page
Agreement for Custodial/Cleaning Services
City of Newburgh with NSI Clean Worldwide, Inc.

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

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

NOTARY PUBLIC

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

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

NOTARY PUBLIC

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[Schedules to Follow]

Schedule A

3. SCOPE OF WORK/SERVICES

- The City of Newburgh is responsible for upholding the health, safety, and operational efficiency of buildings for its employees, visitors, and the communities it serves.
- Vendor shall provide municipal building cleaning for three (3) City facilities:
 1. Court House Building, 300 Broadway
 2. Old Court House Building, 123 Grand Street
 3. Public Safety Building (Police Department), 55 Broadway
- Vendor shall create a cleaning protocol for each building. The Superintendent of Public Works (SPW) is responsible for the approval of all protocols.
- Vendor staffing must be experienced, skilled, and fully trained to perform municipal building cleaning. Staffing must follow approved cleaning protocols and perform duties to a high level. Staffing must have the physical capability to perform the duties. Staffing must be knowledgeable and adhere to all building safety and security requirements. Personnel staffing must be adequate to perform the building cleaning duties at all times.
- Vendor is responsible for providing and using environmentally safe cleaning products. Vendor must provide a list of cleaning products for proposed use to the SPW for approval prior to introduction into a building.
- The SPW or its designee will monitor the cleaning and cleaning procedures.
- The SPW or its designee will address and resolve with the vendor any complaints resulting from the building cleaning service.
- Vendor performance will be evaluated regularly by SPW or its designee.
- Vendor must have a designated supervisor on site to oversee all cleaning activities.
- Vendor must maintain a logbook for each building detailing personnel, start and finish times, cleaning services performed, cleaning issues or impediments to performance of services, and resolution of issue(s).
- The City will provide hand soap, toilet paper, and hand towels.
- Vendor will provide all labor, cleaning supplies, trash can liners, and cleaning equipment.
- Vendor will be required to perform emergency cleaning, if needed, at any of the three (3) buildings.

Building Cleaning Schedule (frequency, hours of performance)

	Court House Building 300 Broadway	Old Court House Building 123 Grand Street	Public Safety Building (Police Department) 55 Broadway
Days on Site	Monday - Friday	Monday/Wednesday/Friday	7 days a week
Work Time	4 p.m. to Completion	4 p.m. to Completion	4 p.m. to Completion
Team leader on site	Yes	Yes	Yes

Court House Building – 300 Broadway

1. Monday through Friday

2. Daily:

- Collect and remove all garbage from building
- Collect and stack all newspaper cartons
- Wipe clean all desk and tables
- Dust office furniture such as chairs, desks, file cabinets, and bookshelves
- Dust windowsills, ledges, and other flat surfaces
- Clean and disinfect tables and counters in lunchroom
- Wipe down water coolers
- Clean doors, door frames, and light switches
- Vacuum all carpeted areas
- Clean all glass partitions
- Wash and polish interior of elevator
- Restrooms:
 - a. Restock supplies such as toilet paper, paper towels, seat covers, and hand soap.
 - b. Empty trash containers.
 - c. Sweep and mop floors using disinfect detergent.
 - d. Thoroughly clean/disinfect commodes and urinals.
 - e. Thoroughly clean/disinfect sinks and polish metal fixtures.
 - f. Wipe down mirrors.
 - g. Thoroughly dust surfaces.
- Jail-Holding Cells- Basement, (20+ Holding Cells)
 - a. Cell Block Area – Male and Female (as needed basis)
 - b. Scrub with a disinfectant and hose down
 - c. Scrub commodes
 - d. Scrub bunks
 - e. Scrub bars on all cells
 - f. Wash down with disinfecting solution and dry
 - g. Dust Mop, Mop floors
 - h. Wipe down door handles

3. Monthly:

- Buff Floors
- Grout Scrubbing Restrooms

4. Semi-Annually:

- Strip and Wax Floors

- Steam cleaning of carpets
5. Annually:
- Wash Windows

Old Court House Building, 123 Grand Street

1. Monday, Wednesday, and Friday
2. Daily:
 - Collect and remove all trash from building.
 - Collect and stack all newspaper cartons.
 - Wipe clean all desks and tables.
 - Dust office furniture such as chairs, desks, file cabinets, and bookshelves.
 - Dust windowsills, ledges, and other flat surfaces.
 - Thoroughly clean tables and counters in lunchroom.
 - Spot clean water coolers.
 - Daily clean doors, doors frames, and light switches.
 - Sweep and mop lunchroom and supervisors' area.
 - Clean edge of stair risers.
 - Spray and buff tile floors.
 - Dust high spots, i.e., light fixtures etc.
 - Vacuum carpeted areas daily.
 - Restrooms:
 - a. Restock supplies such as toilet paper, paper towels, seat covers, and hand soap.
 - b. Empty trash containers.
 - c. Sweep and mop floors using disinfect detergent.
 - d. Thoroughly clean/disinfect commodes and urinals.
 - e. Thoroughly clean/disinfect sinks and polish metal fixtures.
 - f. Wipe down mirrors.
 - g. Thoroughly dust surfaces.
3. Monthly:
 - Buff Floors
 - Grout Scrubbing Restrooms
4. Semi-Annually:
 - Strip and Wax Floors
 - Steam cleaning of carpets

5. Annually:

- Wash Windows

Public Safety Building (Police Department), 55 Broadway

1. Monday through Sunday

2. Daily:

- Collect and remove all garbage
- Collect and stack all newspaper in carton in maintenance room
- Empty and clean all ashtrays and smoking urns.
- Wipe and disinfect all desks and tables.
- Thoroughly wash and disinfect all tables and counters in the following:
 - a. Tour Commander's Area
 - b. Dispatch Area
 - c. Line-Up Room
 - d. Report Room
 - e. Lunchroom
 - f. Lobby Area
- Thoroughly dust all office furniture such as chairs, desks, file cabinets, and bookshelves.
- Dust windowsills, ledges, and all flat surfaces.
- Thoroughly clean all water coolers and drinking fountains.
- Thoroughly clean/disinfect doors, doorframes, and light switches
- Thoroughly vacuum all carpeted areas
- Clean all glass partitions
- Mop and disinfect all floors
- Restrooms, Police Locker Rooms and Jail Cells:
 - a. Restock supplies such as toilet paper, paper towels and hand soap
 - b. Clean wall and partitions
 - c. Clean all commodes and urinals
 - d. Clean and polish all sinks and metal fixtures
 - e. Polish all mirrors
 - f. Clean the top of lockers in both male and female locker rooms
 - g. Clean and disinfect shower stalls in male and female locker rooms.
- Cell Block Area – Male and Female (As needed basis)
 - a. Scrub with a disinfectant and hose down
 - b. Scrub commodes
 - c. Scrub bunks

- d. Scrub bars on all cells
 - Holding Cell – Single Cell
 - a. Wash down with disinfecting solution and dry
 - b. Disinfectant down bars on cell
 - Wash floors, giving special attention to the main corridor both downstairs and upstairs
 - Disinfect and clean elevator floor
 - Dust high spots, i.e. light fixtures, etc.
 - Clean glass doors and interior glass partitions.
 - Remove all fingerprints from the interior glass partitions
 - Clean edge of stair risers
3. Monthly:
- Buff Floors
 - Grout Scrubbing Restrooms
4. Semi-Annually:
- Strip and Wax Floors
 - Steam cleaning of carpets
5. Annually:
- Wash Windows

Schedule B

14. SUBMITTAL FORM A – BID

I (We) hereby propose the following bid for the building cleaning services in accordance with the IFB solicitation. By signing and submitting this bid for consideration by the City of Newburgh, I (We) acknowledge that I (We) have read, understand and agree to all aspects of the requirements of this IFB as presented without reservation or alteration.

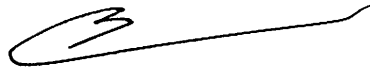
No bid will be accepted that doesn't include pricing for all three (3) buildings.

Building	Bid Price
Court House Building, 300 Broadway (monthly)	\$ 3,600
Old Court House Building, 123 Grand Street (monthly)	\$ 1,500
Public Safety Building (Police Department), 55 Broadway (monthly)	\$ 3,600
Total Monthly amount for Three (3) Buildings	\$ 8,700

Total Annual Bid Price for Three (3) Buildings (Total monthly X 12)	\$ 104,400
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Company: NSI clean world inc Phone # 914 649 0030 Email sales123service@gmail.com

Submitted By



Signature of Authorized Representative

Printed Name/Title/Date

Henry Correa Owner 11/17/25

ORDINANCE NO.: 3 - 2025

OF

DECEMBER 8, 2025

AN ORDINANCE AMENDING CHAPTER 14, ARTICLE I
ENTITLED "ARTS AND CULTURAL COMMISSION" OF
THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

BE IT ORDAINED by the City Council of the City of Newburgh that:

SECTION 1. Chapter 14, Article I entitled "Arts and Cultural Commission" of the Code of Ordinances of the City of Newburgh be and hereby is amended as follows:

§ 14-2. Membership.

- A. The Commission shall be composed of volunteers who by their background, qualifications and life's activities shall have demonstrated a sincere commitment to arts and culture and to the City of Newburgh. The Commission shall consist of ~~no more than 15 and no fewer than nine~~ members. The City Council shall make appointments to the Commission. At all times ~~a majority equivalent to~~ 2/3 of the members shall be residents of the City of Newburgh. Commission members who are not City of Newburgh residents shall have a demonstrated investment in the City of Newburgh.
- B. Members shall serve terms of three years, dating from the date of their appointment, with the exception that the first group of Commissioners shall be divided into three groups with terms of one, two, and three years respectively. Vacancies occurring other than by expiration of a term shall be filled by the City Council for the balance of the unexpired term. A member whose term has expired may hold over until replaced by the City Council.
- C. All members shall serve without compensation and shall not be deemed to be officers, officials or employees of the City of Newburgh.
- D. The Commission shall elect a Chairperson from among its members, and may elect such other officers of the Commission as the Commission may deem necessary and appropriate to its function and purpose. The Commission may adopt its own bylaws, rules and procedures to organize and assist in its function.
- E. In addition to the foregoing, the City Council may appoint up to five additional advisory members to the Commission. Such advisory members shall not have voting rights for the conduct of the business of the Commission. They shall be selected on the basis of their experience and background and may, but need not be, residents of the City of Newburgh.

Underlining denotes addition
~~Strikethrough~~ denotes deletion

SECTION 2. Severability.

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

SECTION 3. Codification.

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Ordinance shall be included in the Code of Ordinances of the City of Newburgh; that the sections and subsections of this Ordinance may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term "Ordinance" shall be changed to "Chapter", "Section", or other appropriate word as required for codification; and that any such rearranging of the numbering and/or lettering and editing shall not affect the validity of this Ordinance or the provisions of the Code of Ordinances affected thereby.

SECTION 4. Validity

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

SECTION 5. This Ordinance shall take effect on January 1, 2026.

Underlining denotes addition
~~Strikethrough~~ denotes deletion

ORDINANCE NO.: 4 - 2025

OF

DECEMBER 8, 2025

AN ORDINANCE AMENDING CHAPTER 163 ENTITLED “FEES” OF
THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

BE IT ORDAINED by the City Council of the City of Newburgh that:

SECTION 1. Chapter 163 entitled “Fees” of the Code of Ordinances of the City of Newburgh be and hereby is amended as follows:

§163-1. Applicability.

Notwithstanding any other provision in this Code, the following schedule of fees is hereby established with respect to licenses, permits, registrations, applications, subscriptions and activities required or regulated under the provisions of the Code of the City of Newburgh. Specific requirements and regulations shall be as set forth in the chapter to which reference is made below. The following schedule of fees shall remain in effect until rescinded or amended.

Code Section	Type of Fee	Amount
§122-14	Upon the filing of a building permit application for:	
	New residential structure	\$250, plus \$17.00 per \$1,000 of construction value
	New commercial or industrial structure	\$350, plus \$17.00 per \$1,000 of construction value
	Addition, alteration, renovation or accessory building	\$17.00, per \$1,000 of construction value
	Minimum fee	\$50
	<u>Upon application for renewal of a building permit application for:</u>	

Underlining denotes addition
~~Strikethrough~~ denotes deletion

Structure with a construction cost
exceeding \$1,000,000 at time of initial application \$1,500

Chapter 220, Parks and Recreation Areas

§220-19 Use of Aquatic Center and Athletic Fields

Season pass: City residents (4 family members): ~~City residents:~~ \$85

~~Non-residents:~~ \$250

Additional family
members (5 plus) \$15.00 each

Adult (18 to 64) \$35.00

Youth (17 and under) \$20.00

Senior (65 and over) \$15.00

Non-City residents (4 family members): \$250

Swim lessons \$25.00 per class per session

Daily fee \$10 per adult (18 ~~to 64 and over~~)
\$5 per child (17 and under)
\$2 per senior (65 and over)

Summer camp programs \$100 per hour per camp;
reservations required

SECTION 2. Severability.

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

Underlining denotes addition
~~Strikethrough~~ denotes deletion

therein, and if such person or circumstance to which the Ordinance or part here of is held inapplicable had been specifically exempt therefrom.

SECTION 3. Codification.

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Ordinance shall be included in the Code of Ordinances of the City of Newburgh; that the sections and subsections of this Ordinance may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term “Ordinance” shall be changed to “Chapter”, “Section”, or other appropriate word as required for codification; and that any such rearranging of the numbering and/or lettering and editing shall not affect the validity of this Ordinance or the provisions of the Code of Ordinances affected thereby.

SECTION 4. Validity

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

SECTION 5. This Ordinance shall take effect on January 1, 2026.

Underlining denotes addition
~~Strikethrough~~ denotes deletion

RESOLUTION NO.: 271 - 2025

OF

DECEMBER 8, 2025

**RESOLUTION SCHEDULING A PUBLIC HEARING FOR DECEMBER 18, 2025
TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW AMENDING
SECTION C12.01 ENTITLED “FIRE COMMISSIONER”
OF ARTICLE XII ENTITLED “DEPARTMENT OF FIRE”
OF THE CITY CHARTER OF THE CITY OF NEWBURGH**

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning “A Local Law amending Section C12.01 entitled ‘Fire Commissioner’ of Article XII entitled ‘Department of Fire’ of the City Charter of the City of Newburgh”; 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 18th day of December, 2025 in the Council Chambers, 83 Broadway, City Hall, 3rd Floor, Newburgh, New York.

LOCAL LAW NO.: _____ - 2025

OF

_____, 2025

A LOCAL LAW AMENDING SECTION C12.01 ENTITLED “FIRE COMMISSIONER”
OF ARTICLE XII ENTITLED “DEPARTMENT OF FIRE”
OF THE CITY CHARTER OF THE CITY OF NEWBURGH

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

SECTION 1 - TITLE

This Local Law shall be referred to as “A Local Law Amending Section C12.01 entitled ‘Fire Commissioner’ of Article XII entitled ‘Department of Fire’ of the City Charter of the City of Newburgh”.

SECTION 2 - AMENDMENT

Article XII of the City Charter is hereby amended as follows:

Article XII. Department of Fire

§ C12.00. Department established; bureaus.

There shall be a Department of Fire, which shall consist of a Fire Commissioner, Fire Chief, and such other ranks and members within the Department as the City Manager may hereafter create with the approval of the Council and consistent with the New York State Civil Service Law, and including the Bureau of Fire, the Bureau of Fire Prevention and the Bureau of Code Compliance.

§ C12.01. Fire Commissioner.

The Fire Commissioner shall be responsible for the overall operation, supervision, and administration of the Fire Department, which includes the Bureau of Fire, the Bureau of Fire Prevention and the Bureau of Code Compliance, the officers, members and employees in accordance with the City Charter; and perform other duties as the City Council may proscribe by ordinance or local law and such other functions and duties as many be assigned by the City Manager. The Fire Commissioner shall be appointed and removed by the City Manager consistent with applicable provisions of the Civil Service Law ~~as the head of the Department of Fire shall have supervision and control of the Bureau of Fire, the Bureau of Fire Prevention and the Bureau of Code Compliance, the officers, members and employees applicable laws, ordinances, regulations,~~

~~policies and procedures, and such other functions and duties as may be assigned by the City Manager.~~

§ C12.02. Fire Chief.

The Fire Chief shall be appointed by the City Manager and shall have administrative responsibility for fire fighting and fire prevention activities including code enforcement as directed by the City Manager and the Fire Commissioner subject to and consistent with applicable laws, ordinances, regulations, policies and procedures established by the City Manager and the Fire Commissioner.

SECTION 3 - SEVERABILITY

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

SECTION 4 - CODIFICATION

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Local Law shall be included in the Charter of the City of Newburgh; that the sections and subsections of this Local Law may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term "Local Law" shall be changed to "Charter", "Article", or other appropriate word as required for codification; and that any such rearranging of the numbering and/or lettering and editing shall not affect the validity of this Local Law or the provisions of the City Charter affected thereby.

SECTION 5 - VALIDITY

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

SECTION 6 - EFFECTIVE DATE

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

RESOLUTION NO.: 272 - 2025

OF

DECEMBER 8, 2025

**RESOLUTION SCHEDULING A PUBLIC HEARING FOR DECEMBER 18, 2025
TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW AMENDING
CITY CHARTER ARTICLE III ENTITLED “MUNICIPAL OFFICERS” AND
SECTION C5.01 ENTITLED “ACTING OR INTERIM CITY MANAGER”
TO ADD THE POSITION OF DEPUTY CITY MANAGER**

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning “A Local Law Amending City Charter Article III entitled ‘Municipal Officers’ and Section C5.01 entitled ‘Acting or Interim City Manager’ to Add the Position of Deputy City Manager”.”; 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 18th day of December, 2025 in the Council Chambers, 83 Broadway, City Hall, 3rd Floor, Newburgh, New York.

LOCAL LAW NO.: _____ - 2025

OF

_____, 2025

**A LOCAL LAW AMENDING CITY CHARTER ARTICLE III
ENTITLED “MUNICIPAL OFFICERS” AND
SECTION C5.01 ENTITLED “ACTING OR INTERIM CITY MANAGER”
TO ADD THE POSITION OF DEPUTY CITY MANAGER**

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

SECTION 1 - TITLE

This Local Law shall be referred to as “A Local Law Amending City Charter Article III entitled ‘Municipal Officers’ and Section C5.01 entitled ‘Acting or Interim City Manager’ to Add the Position of Deputy City Manager”.

SECTION 2 - AMENDMENT

§C3.00(B) of the City Charter is hereby amended as follows:

§ C3.00 Municipal officers enumerated.

The officers of the City or municipality shall be as follows:

- A. One Mayor, six Councilmen and one City Judge: the Mayor and two Councilmen elected by the qualified voters of the City and four Councilmen elected by the qualified voters of the wards from which they are elected.
- B. One City Manager, one Deputy City Manager, three Civil Service Commissioners, one City Clerk and the members of the Transportation Advisory Committee, appointed by the Council.
- C. One Corporation Counsel, one City Comptroller, one City Assessor, one City Collector, one City Purchasing Agent, one Commissioner of Public Works, one City Engineer, one Superintendent of Public Works, one Superintendent of Water, one Police Chief, one Police Commissioner, one Fire Commissioner, one Fire Chief, one Building Inspector, one Plumbing Inspector, one Registrar of Vital Statistics, one Deputy Registrar of Vital

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Statistics, one Planning and Development Director and one Parks and Recreation Director.

§C3.12(C) of the City Charter is hereby amended as follows:

§ C3.12 Residency requirements.

C. Definitions. As used in this section, the following terms shall have the meanings indicated:

OFFICER

Includes the City Manager, one Deputy City Manager, three Civil Service Commissioners, the City Clerk, the members of the Transportation Advisory Committee, the Corporation Counsel, the City Comptroller, the City Assessor, the City Collector, the City Purchasing Agent, the Commissioner of Public Works, the City Engineer, the Superintendent of Public Works, the Superintendent of Water, the Police Chief, the Police Commissioner, the Fire Commissioner, the Fire Chief, the Building Inspector, the Plumbing Inspector, the Registrar of Vital Statistics, the Deputy Registrar of Vital Statistics, the Parks and Recreation Director, one Planning and Development Director as enumerated in City Charter Section C3.00B and C initially appointed and hired by the City of Newburgh after the effective date of this local law and the City Marshal and Acting City Marshal initially appointed after the effective date of this local law.

§C5.01 of the City Charter is hereby amended as follows:

§C5.01. Deputy City Manager; Acting or Interim City Manager.

- A. The City Manager may appoint a Deputy City Manager subject to the approval of the Council by majority vote. Once approved, the City Manager may remove the Deputy City Manager with or without cause. The Deputy City Manager shall assist the City Manager in the supervision and control over the administrative departments of the City government and perform such other duties as the City Manager shall direct. The Deputy City Manager shall act as City Manager during the absence or disability of the City Manager.
- B. The City Manager may designate any appointed officer of the City to act as City Manager during the absence or disability of the City Manager and Deputy City Manager; and the person so designated, during the continuance of such absence or disability, shall perform all the duties and have all the powers of the City Manager. In the absence of a designation by the City Manager, the Council may make such designation.
- C. In the event that a vacancy occurs in the office of City Manager due to death, resignation or otherwise, the Council shall immediately commence the process for selecting a new City Manager in accordance with the requirements of § C5.00 of the Charter. Within 10

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days of the occurrence of the vacancy, the City Council shall designate an appointed officer of the City to serve as Interim City Manager. The Interim City Manager shall serve in that position until a new City Manager is appointed; provided, however, the Interim City Manager may not serve more than six months unless the Council, by resolution, certifies the necessity for the continuation of the Interim City Manager and sets forth the reasons why a new City Manager has not been appointed. Upon the adoption of such resolution, the Interim City Manager may continue to serve for no more than an additional six months.

SECTION 3 - SEVERABILITY

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

SECTION 4 - CODIFICATION

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Local Law shall be included in the Charter of the City of Newburgh; that the sections and subsections of this Local Law may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term "Local Law" shall be changed to "Charter", "Article", or other appropriate word as required for codification; and that any such rearranging of the numbering and/or lettering and editing shall not affect the validity of this Local Law or the provisions of the City Charter affected thereby.

SECTION 5 - VALIDITY

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

SECTION 6 - EFFECTIVE DATE

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

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