City of Newburgh
A regular meeting of the City Council of the City of Newburgh was held on Monday, November 10, 2025 at 6:00 PM inthe third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.
November 10, 2025
6:00 PM

City Clerk / Secretaria de la Ciudad

1. Roll Call / Lista de Asistencia

PRESENT: Mayor Torrance Harvey, presiding; Councilmember Giselle Martinez, Councilmember Robert McLymore, Councilmember Ramona Monteverde, Councilmember Omari Shakur, Councilmember Robert Sklarz, Councilmember Patricia Sofokles-7

Executive Session / Sesión Ejecutiva

Councilmember McLymore moved and Councilmember Shakur seconded that the council enter into Executive Session at 6:10 PM.
Ayes- Councilmember McLymore, Councilmember Shakur, Councilmember Sofokles, Mayor Harvey- 4
Noes- Councilmember Martinez, Councilmember Monteverde, Councilmember Sklarz- 3
CARRIED

Councilmember Shakur moved and Councilmember McLymore seconded that the council exit out of Executive Session at 7:25 PM.
Ayes- Councilmember Martinez, Councilmember McLymore, Councilmember Monteverde, Councilmember Shakur, Councilmember Sklarz, Councilmember Sofokles, Mayor Harvey-7
CARRIED

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

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

Mayor / Alcaldesa

3. Moment of Silence / Momento de Silencio

Mayor Harvey asked that we think about the people in Jamaica, who are still dealing with the effects of Hurricane Melissa. He also asked that we think about the many people who are facing chaos at the airports, as well as Federal workers who have not been paid since the government shutdown, and families and children who have lost their SNAP benefits this month.

4. Pledge of Allegiance / Juramento a la Alianza

Communications / Communicaciones

5. Approval of the minutes from the City Council meeting of October 27, 2025 / Aprovacion del Acta de la Reunion General del Consejal del 27 de octubre de 2025

Councilmember Shakur moved and Councilmember Sofokles seconded that the minutes from the City Council meeting of October 27, 2025, be approved.
Ayes- Councilmember Martinez, Councilmember McLymore, Councilmember Monteverde, Councilmember Shakur, Councilmember Sklarz, Councilmember Sofokles, Mayor Harvey-7
CARRIED

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

City Manager Todd Venning highlighted key points in city business.

Presentations / Presentaciones

7. Presentation from the Hudson Valley Regional Council

   Presentación del Hudson Valley Regional Council

Ryan Corbett explained that The Hudson Valley Regional Council is a local planning board that serves seven counties in the Mid-Hudson Region. The council helps get federal funds for municipal governments to do projects that promote resiliency and sustainability. At the annual conference that was held at the Kaplan Hall, the City of Newburgh was presented an award in recognition of the $32M North Interceptor Sewer Improvements Project, as being one of the most ambitious projects in New York State.

8. Public Hearing - 2026 Budget

   There will be a public hearing on Monday, November 10, 2025, to receive comments from the public concerning the City's annual budget for 2026

Habrá una audiencia pública el lunes 10 de noviembre de 2025 para recibir comentarios del público sobre el presupuesto anual de la Ciudad para 2026

Francis Spinelli, a resident of the Town of Newburgh, commented. He recommended that the council remove funding set aside for the fire commissioner position. The continuous refusal to include additional firefighter positions, for four consecutive budget cycles, shows an unwillingness to address the fire department's staffing crisis. The fire department has operated understaffed for five years, which directly impacts the safety of the firefighters and the residents they serve. He said the need for a deputy city manager position is not justified. Spinelli said he firmly stands by the fire department requests that were made at the budget session in September. Attempting to minimize the efforts of the fire department is disrespectful to the men and women who risk their lives in this profession. He urged the council to review the facts and fund the fire department accordingly.

Marquise Taylor, City of Newburgh resident and President of Local 589, commented. He said the fire department doesn't need a commissioner, they need more firefighters. Residents need to see the fire department move back to safe operational staffing numbers.

Max Carrera, a City of Newburgh resident and firefighter, commented. He opposed the fire commissioner position.

Andrew, a Town of New Windsor resident and firefighter, commented. He said we need the human power to fight the fires; we don't need a fire commissioner.

William Gayton, a City of Newburgh firefighter, commented. He said we don't need a commissioner; we need more guys fighting the fires. We don't need another person pushing pencils.

Dennis Grant, a resident in Ward 1, commented. He said we need more First Responders on the ground to help us during emergencies. He implored the council to stop wasting people's time. The police chief is doing solid work. Grant said, Don't tell us crime is down, because real leadership prepares us for the next fight, so we will be ready. If we are serious about accountability, then eliminate the unnecessary positions and redirect funds to First Responders on the front lines in the fire, police and codes departments. He said the council should not use the city manager as a scapegoat, and either lead or just get out the way.

Tamika Stewart, a City of Newburgh resident, commented. She hopes the council is actually listening to what is being said, and hopes it's not just theatrics. She

opposed the commissioner position, because it adds unnecessary layers of bureaucracy. We don't need another six-figure salary in any department. We need equipment and safety. The community has no input in the filling of these positions, which shows a lack of transparency. Residents deserve a say in how public safety is governed. We should be rebuilding the public's trust. We have police and fire chiefs that are doing their jobs well. Also, the addition of a deputy city manager position at a $36K increase, on this day, and during a government shutdown, is unconscionable. People deserve promotions and accolades, but just because we have the money in the budget doesn't mean we should do it.

Jo Epstein, a resident in Warden Heights, commented. She opposed the additional administrator positions and salary increases, but she supports additional front-line people. Increasing salaries is irresponsible right now. Each of us is called to austerity with our budgets, so our government should be austere with its finances too. She mentioned the autonomous decision-making capability of someone who is not elected by the people. This broad scope of autonomous power that is held by the city manager defies logic and is the antithesis of taxpayer representation.

Michael Lebron, a City of Newburgh resident, commented. He is concerned with aspects of the city manager's budget. He said FY2025 was the last budget the city was subject to mandatory State Comptroller review. Did we fix the problems or are we repeating them? Lebron said the FY2026 budget shows $2.2M allotted for streets and bridges, including $880K for paving and resurfacing. Lebron said he recently paid $1100 to replace a tie-rod on his car. His mechanic said this happened from driving on deteriorated roads for years. Lebron said the serious problems in the budget don't disappear because the State Comptroller has stopped reviewing budgets. He feels the council can't verify that the FY2026 proposed budget is fiscally sound. (See Comments Submitted)

Assemblyman Jonathan Jacobson, a resident in the City of Newburgh, commented. He mentioned this year's budget includes $400K for two spots we really don't need. We don't have 2000 to 3000 firefighters and police officers in the City of Newburgh. He said he would like to see the money go toward paving. We could double the amount of streets that are paved by putting more money into it. We're not using the money from the city's coffers, because the city will get it back eventually. It could cut down the time, in half, to get through the paving plan. The CHIPs money is still available too.

Steven Ciancinelli, a resident in the Washington Heights section of the city, commented. Many residents expressed their opposition to the expansion of the overpaid and un-elected positions indicated in the budget. He requested that the council amend the city manager's proposed budget and eliminate the two commissioners, deputy city manager and the second assistant to the city manager positions. We should reallocate those funds to front line positions in the police, fire, code enforcement, sanitation, public works and water departments to improve public safety and quality of life.

Sue Sullivan, a resident in Ward 1, commented. She opposed the expansion of the executive office. The inclusion of the additional positions in the city manager's office represents nearly $1M. She hopes the council will heed the feedback from the people. With all the crime, code enforcement issues and crushing taxes, the disconnect is striking. Residents don't need more bureaucracy, they need more boots on the ground. Taxpayers deserve to see better services for what they pay, or the city should lower taxes if those services aren't being expanded. She urged the council to amend the FY2026 budget and reinvest in departments that make our city work; or offer tax relief to those who are footing the bill. (See Comments Submitted)

Amanda, a resident in the Washington Heights section of the city, commented. She opposed the executive office positions. She hears about transparency issues in disclosing salaries to protect employees, but this isn't an issue with other municipalities. She urged the council to reject it or adopt a different budget that reflects getting more front-line people, and then allowing them to move up internally. She implored the council to use its authority and responsibility to amend the budget and reject the high salary positions. She said the residents demand more transparency and less combativeness when we do ask for more transparency, to help restore more faith in what the council is doing. She thanked the council for taking time away from their families, and taking the time to listen to the residents. She hopes the council adopts a budget that works for the people and for the frontline workers.

Kathy Lawrence, City of Newburgh resident, commented. She implored the council to act on the will of the people, and remove the two commissioners, deputy city manager and second assistant in the executive office positions from the city manager's proposed budget. She feels the budget should be reflective of the elected officials in the City of Newburgh. Passing a budget means it is the will of the council and the will of the people. Also, she said trees are an essential part of our infrastructure, and to the livability of our city moving forward. In 2024, the council allocated $30K for the tree management plan, but we actually spent 1/10 of what was allocated. An increase in the allocation line means nothing if it is not planned and spent according to the will of the people and the city council.

Pastor Rosey, a resident in Ward 1, commented. Our First Responders are the most important people in this city. It looks like they only received a 2% salary raise in past years. We always talk about safety in our city, and this is what our First Responders do. Their salaries need to be increased, and we need to hire more of these positions. Since 2021, the budget has increased in the executive department by $400K. She would like to see First Responders get blessed and have better salaries. Lots of people are still running stop signs, and we don't have enough police officers to enforce them.

Tracy Wallace, a City of Newburgh resident, commented. She opposed the police and fire commissioners, because we should be investing in our infrastructure even more. There are a lot of youth programs in the city, but it would be great if we could invest in things, such as youth on-the-job training. She asked if there is room in the budget to create community advocacy groups. This would allow the council to have more oversight from the public. She has a mobile disability, and she is just one person, but there are many people with disabilities in our city. Infrastructure upgrades should also include auditory signals at intersections for blind persons to safely cross the street. There are a lot of things we can invest in, so we can be safe, while also providing accessibility for everyone. (See Comments Submitted)

Tammie Hollins, a City of Newburgh resident, commented. She would like to see essential workers in public works, codes, police and fire get salary increases. They received some upgrades and increases, but it didn't keep up with the cost-of-living increase. Their salaries need to match the times we are living in today. While she doesn't know the full extent of the city manager's job, she trusts him. He has been good for our city, and we should let him work the process. He has done a wonderful job and has done a lot of stuff that hadn't been done for years. Hollins said that whatever we do though, let it benefit the community. She implored the council to upgrade the everyday people though, because we are in some serious times.

Council Comments Regarding the Budget

Councilmember Martinez commented. She said that balancing a budget with minimal resources can be difficult. She will formally request amendments to this budget. Through all the emails, calls and comments she hears, having commissioners for the police and fire departments is not a priority. She would like to see those funds reallocated for essential workers and road paving. Most of the council voted against these positions, and the job was posted despite the lack of support by the council majority. She doesn't think it is fair, because we shouldn't be entertaining it. She recognized the need for more human power. The kids in the City of Newburgh could have a pipeline to take tests and join our police and fire departments later on, which would help bridge the gap. Our tax base is not where we want it to be, and we should not be focusing on the commissioner positions right now.

Councilmember McLymore commented. He said his position has never changed. He voiced his opinion regarding the police commissioner when he first got on the council. It is hard to sit here and make decisions that would benefit the community, when we have a community divided by its wants and needs. He said he spoke with the city manager, and when it came down to it, McLymore said he stands on the belief that we don't need a police or fire commissioner. We've heard from the fire personnel, and they are telling us they need more boots on the ground. We can use that money for other purposes too, such as additional youth programs and infrastructure upgrades. Previously, he asked the former DPW Superintendent what his needs were in his department, and there was nothing presented at the budget hearings. If there is something that is needed, we can look into it and try to get the upgrades. He said he asked the questions, but he can't request something that is not presented, especially when he asked. McLymore said he wants to see more mechanics and laborers, but it should be presented, publicly, first.

Councilmember Monteverde commented. She said we seem to be lacking transparency these days, and the way the interviews were done today was not very transparent. She supported the hiring of more firefighters instead of a commissioner. We need to start cleaning up our city too, because it feels like we are going backwards. We have to beef up our quality-of-life services. Broadway is our main street, and there is garbage and mattresses strewn about the streets. Monteverde is deeply concerned with the top heaviness in the executive office. People across the nation are not getting their benefits, and they are being laid off from work. This is not the time to do that, and we have to be fiscally responsible. She said she hears her constituents. There is room for improvement. She's also asked for standardized garbage containers for years since we already have trucks compatible for them. They have them in Poughkeepsie, Beacon and Kingston. It's been falling on deaf ears though. We have to do something to support our small businesses too. The focus should be on strengthening core city services instead of building layers of bureaucracy. Let's ensure this budget reflects the values of our community.

Councilmember Shakur did not comment at this time.

Councilmember Sklarz said the input they receive from the community is valuable. The decisions we make here should reflect what the people are saying out there. He opposed the commissioner position. The positions are close to $400K for the fire and police commissioners combined. That money would be better spent on additional direct line staff and training in both departments.

Councilmember Sofokles agreed with her constituents. She opposed the hiring of the commissioners. She thinks the money should go into what we already have. She sees in this budget that we should not be funding, especially because of the situation we have in the city right now with people losing valuable benefits.

Mayor Harvey commented. He thanked his colleagues for their comments. As elected officials, it is the council's fiduciary responsibility to negotiate and hear the city manager's perspective, because he is the one who is making the day-to-day decisions for the city. Harvey said he was disappointed that some of the council members didn't participate in the executive session, which was their choice; but this is what happened during the forty-one-day government shutdown at the federal level. When you take a position, and then you don't hear all sides to make an informed decision, this is where the problem lies. The city manager's

role includes proposing a budget. It is the responsibility of the council to hear the people, and also hear the city manager's point of view. After hearing all sides, it is up to the seven members of the council to negotiate. Harvey said he agrees now that we don't need to fund a police and fire commissioner. While this was not his perspective in the beginning, it is his point of view now. That is how we are supposed to negotiate and make compromises.

There being no other comments, in support or opposition, the public hearing was closed.

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.

Liana Rivers, residing on Grand Street, commented. She said the city manager is doing an excellent job. If you knew how hard he and Omar worked, no one would be complaining. Some residents aren't able to get to city hall and stand in line to receive the supplemental SNAP assistance. She requested that somebody manages the program so that people don't miss out on the opportunity.

FJ Spinelli commented. He mentioned the day-to-day frustrations that came with working in the city manager's office. He said he was hired outside the city government to bring fresh ideas and leadership. Spinelli said he was told by the newly appointed City Manager Venning that he and the council would determine the plan. Spinelli said this is not how strategic plans work. At the heart of the challenge, is the lack of trust. The essence of leadership is creating trust, and good leaders earn it by leading selflessly. This is not the case in the city manager's office. We see micromanagement. The City of Newburgh government will continue to struggle to move forward in its quest to become the open government the public deserves.

Christina Candell, a resident in Warden Heights, commented. She asked if there had been a vote regarding the grandfathering in the neighborhood. If it hasn't been voted on, has the council scheduled a date?

Dennis Grant commented. He said standing on business is not always a popular opinion, but it's necessary. Elections are not the finish line either. Now is the time to make those who won earn their win, by serving the people who voted for them. He implored the Ward 1 and 2 re-elects to define their platforms for the next four years, and perform action over talk. He said too many of them act like at-large council members instead of representing their wards. He urged the election winners to stay grounded, be wary of the noise and embrace facts over feelings. Newburgh deserves leaders who stand on business.

Jo Epstein said there is no transparency. Also, there's been no response regarding the violations. She read an excerpt from the 2020 New York State

Building Code Chapter 11 regarding accessibility and detached dwellings. She said no one from the city has addressed how they are supposed to comply with four-foot sidewalks when it's not required by the ADA. She feels like she is being held hostage because of the impending financial crisis this has created. She is unable to sell her home, and she would like to know why it's been three months and no response yet.

Norma Hannigan, a resident in Warden Heights, commented. She said rumors are disruptive factors when it comes to transparency and good communication. She heard a rumor that the meeting didn't start on time, because candidates were being interviewed for the commissioner positions. It seems like a waste of everyone's time, and it feels less than transparent.

Mayor Harvey commented that they are not at liberty to discuss what happened in an executive session. It is a violation of the city code, as it relates to a personnel and privacy matter. Wherever anyone obtained this information, it is a violation of the Code of Conduct. He said he hopes no one received this information from a government official.

Michael Lebron commented and cited three examples of conduct by the city manager that fall short of what we should expect from a trusted official. Lebron mentioned a time when the city was waiting for him to fulfill his residency requirement, and it seemed to a local realtor that he wasn't serious about the process. Lebron said we should be asking ourselves who the city manager is shortchanging in balancing the city's budget. He said he feels the mayor works for the city manager instead of the citizens of this wonderful city. (See Comments Submitted)

Lisa Daily, a resident in the City of Newburgh, commented. She has volunteered in the city for forty years. She is a cheerleader for Newburgh, and whenever she takes newcomers on a visit around the city, people don't ask her what the administration of the city is like. They ask her where the worst parts of the city are. It is obvious that the streets are not in good repair. They see abandoned buildings, and fire-ravaged buildings. As much as she tries to support the functions of government, the need for people to work for us is extremely important. She is not sure why the city manager feels he needs more staff and support in the executive office; but if we want more people and businesses to move into the city, we have to make sure people see the improvements.

Steven Ciancinelli commented. He did not hear the council's opinions on the two most controversial positions. He would love to know the council's stance on the commissioner positions, since these are the ones people are reacting to the most.

Pastor Rosey said she's seen prayer work in mighty ways. One day she was short on rent of $500 and a man in a wheelchair handed her $500 after one simple prayer was lifted by a young girl. This council listens to a lot of things, and they work hard. She prays every day for the staff and our elected officials in this city. She offered a prayer this evening.

Jennifer Gardner, a City of Newburgh resident, commented. She said another thing that works well is talking to the community. This room is one place to have discussions about capital investment, goals and shared ambitions that the residents have for the government. Residents are looking to their leaders to make the right calls. She said the council could consider adopting a participatory line item. This would allow residents to make decisions about the amount of money involved in certain types of decisions, and perhaps it could be categorized ward by ward. This way, the council and city manager would get a better sense of what the residents want to see happen.

Ann Sullivan, a resident in Ellenville, commented. She said we desperately need a police commissioner. She's witnessed police harassment, firsthand, in this city. She's also seen police racing up and down the streets in their cars irresponsibly. She doesn't think the current police chief is taking responsibility for the life and health of this community. This community deserves not to be hit by the police. She also witnessed an incident last week, where an aggressive police officer stopped someone who spoke very little English. When there was a police commissioner, there were fewer incidents that she experienced, and there was more accountability.

Tammie Hollins congratulated all the candidates that ran in the election. It takes a lot to do work in the City of Newburgh. She also congratulated the individuals that won their seats. Hollins congratulated Fire Chief Pullar. She said she worked with him, and he was one of the best chiefs that she could work with. He really deserves to be in the role. She said she would see everybody in 2026, and let's work together to get the work done.

Tracy Wallace commented about tenant issues at Varick Peterson Homes. After she spoke publicly, she received two notices from management regarding uncleanliness at her apartment. She pays her rent on time, so they can't get her on other violations. She had to call code compliance to come in. She hasn't even used her kitchen cabinets in ten years. There are dead roaches, and most of her stuff is kept in airtight containers. She encouraged residents who are scared to speak out to email her, and she will direct them to resources. She invited the council to come to her apartment, because management is only showing them the units they want the council to see. Also, tenants are being charged for things they should not be paying for, such as smoke detectors. She commended the city council members that didn't go into the executive session for standing their ground, because it is not the same thing as a government shutdown. She felt this was a bad comparison.

This section of the meeting was closed.

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

Before we moved to the council comments regarding the agenda, Mayor Harvey said that Mr. Venning would be sending out letters soon to residents in Warden Heights regarding the possibility of being grandfathered-in. Harvey then yielded the floor to Todd Venning to address some of the comments made specifically about the budget.

Todd Venning thanked everyone for coming out and expressing their comments. Regarding the executive office expansion, it is not true that the budget is being increased by $1M; it is being increased by $327K, most of which are contractual expenses and employee benefits. There are no new positions being requested in public works. There is only one proposed new fire dispatcher and no new positions in the executive office. The idea of the police and fire commissioners is not new, and they were previously legislated by the city council. As far as people talking about unchecked autonomy, his only job is to enforce and execute. He is not acting outside the scope of his authority because these were things legislated by the council. If anyone has any questions about it, they can email him directly.

Venning said the deputy city manager is a promotion/reclassification; a 1:1 count with a pay differential of only 3–5% above the position it supervises. Typically, in public service we usually see a 10-15% pay differential. The department heads sitting behind him have been offered roughly $100K of what they make now by other municipalities. Also, our own chief of staff has been recruited by local municipalities to be their city manager and city administrator. Even though the council has to move forward with what they feel is right, it's an important idea to note. The council can redirect priorities, but this will require an increase to the tax levy. If we are going to fund permanent positions, then we're going to need a permanent revenue source for that. This is why we were so focused on rebuilding the hillside, which should be covered from head to toe in tax-producing revenue. This will allow us to get all the additional staff everyone wants.

He thanked the assemblyman for the SAM grants that help us pave; but a misstatement was made. The city does use money from its coffers which is not refunded. Roughly we use $800K- $1M per year, which is more money than any other administration has spent on paving. We go through a very complex process that includes design and construction. He feels there is a slight disconnect when it comes to beginning a capital project and when it can be finished. To highlight this, we're just finishing projects that were designed in 2019. As far as comments about the OSC, there was no formal response needed, because it was not an audit. It was a budget review under the Newburgh Fiscal Recovery Act, which the

city successfully completed after fifteen years. Venning explained that the police department had not gone over budget, as a department. The overtime was exceeded because we had vacancies. We did a 28%raise for the police department, and that wasn't free. We almost did not have a police department, because we had the most attrition in 2019. Now we have the least attrition. Those raises had to be paid, because people were leaving to go to other municipalities for higher pay.

Venning said there's been no vote on the budget, because we don't vote until November 24, 2025. His job is to propose a budget he feels is appropriate based on the day-to-day operations. The city council can do whatever it wants though. The idea he is doing less than his job, by proposing a budget, shows that some members on the council are still not there yet. The idea of the standardized garbage cans is not a city manager thing; it is a legislative priority list. You have to legislate and agree to do it, and then the idea of costs gets factored in. This is the council's prerogative. He said he only executes whatever he is told, and then the council has oversight over it if they don't like the way he executes it. We are a complex city with complex funding sources. We're also doing more projects in the city than in the entire Orange County. We have phenomenal staff, and if we don't need a commissioner right now, then that's fine. But when we talk about promotions, you will feel the effects if we lose these incredible people that work for the City of Newburgh.

Councilmember Martinez commented. She said she's respectful of all her colleagues. She always gives kudos to our executive team, but she's upset by the process. It was shut down and should not have been entertained and proposed in this budget. The fire department requested ten new firefighters, not a commissioner. Obviously, we don't have the budget for ten firefighters. Some of her colleagues have valid concerns though, and we need City of Newburgh residents in these spots. Martinez said she felt undermined, as a council member. The council's responsibility is to hold the executive team accountable. She respects the city manager's views, and he is a genius with the numbers; but a majority of the council said no to these positions. She doesn't think we have the money for a police commissioner at this time. Maybe down the line we could have one. We need more human power though.

Councilmember McLymore commented. He said once again, he doesn't support a police commissioner. The position is not necessary. Once he saw it in the proposed budget he said something. He was offended, because Pastor Rosey came up here and prayed, and people made faces. He respects everybody, and he doesn't care what a person's religion and background is. It shows the diversity in our community. The next time she comes up, let's show her some respect. You don't have to agree with her, but don't do antics either. He is offended also when people say 'stand your ground'. He said he stood his ground, but if he's not in the session, then how does he know what's going on? This is the reason why he went in the session. He didn't agree with it, but he wanted to know what was being said.

Councilmember Monteverde said a lot has been said tonight. She said she was one of the members who chose to sit out the executive session, because she did not agree with it. That is her right. She is offended by Democrats caving in after forty days of people protesting and losing their jobs. It is her right not to cave. She will continue to speak out when she sees something she doesn't agree with. The council is very divided right now. We've come a long way, but we still have a long way to go, because this city should not be looking like garbage. We pay the executive staff high salaries, so they should do their jobs and clean up Broadway. We need to be further ahead. She said this man is gas-lighting the council, and if the mayor showed more leadership, then she wouldn't be talking about it now.

Councilmember Shakur made no comment and said this is his prerogative.

Councilmember Sklarz commented. Budgets are about choices. The department heads proposed their budgets, the city manager proposed his budget, and now it's up to the council to make their recommendations to finalize the budget before Thanksgiving.

Councilmember Sofokles commented. She said Todd's budgets have always been right on the money. Sofokles said she doesn't think we need a commissioner though. She also said she respects all her colleagues on the council, and it's been a pleasure working with all of them.

Mayor Harvey said the council is divided right now, but that happens though. He has worked very hard to unite this council since 2018. The council has gone through a lot, and they've weathered a lot of storms; but look where we are now. Crime is down. The infrastructure wasn't where we are right now. Continuity and leadership matter. We are a lot better since he first ran for office. This summer when he drove up Broadway, he told his wife how clean Broadway looked. The city is a lot cleaner, safer and better than it ever was. He's lived in this city since 1991, and some people in this room hadn't been born yet. The City of Newburgh was 'Murderville' then. He said how dare anybody talk about his leadership in the city? Many people haven't been here long enough to talk about it. This country was built on compromises. The federal government shutdown lasted forty-one days, because neither side wanted to come together and listen to the other side. SNAP and other benefits have been lost by people. Even if you keep your positions, all he asks is that you hear all sides. We can disagree with civility and respect for one another, even if we don't like each other. That is the true essence of democracy. The mayor said if he digs his heels in the dirt though, and fails to hear the other side, then is he really representing the people that voted him into office properly? It's one's right to choose not to participate, but he said he tries to unify the community and the council.

This section of the meeting was closed.

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

9. Resolution No. 239 - 2025 - Brown & Brown's Proposal for Workers Compensation Renewal 1/1/2026 - 12/31/2027

   Resolution authorizing an agreement between the City of Newburgh and the New York State Municipal Workers' Compensation Alliance for workers' compensation insurance

   Resolución que autoriza un acuerdo entre la Ciudad de Newburgh y New York State Municipal Workers' Compensation Alliance para el seguro de compensación de los trabajadores

Councilmember Shakur moved and Councilmember Sofokles seconded the motion. AYES- Martinez, McLymore, Monteverde, Shakur, Sklarz, Sofokles, Harvey-7
ADOPTED

10. Resolution No. 240 - 2025 - 2025 Personnel Book Amendment — Planning and Development

    Resolution amending the 2025 Personnel Analysis Book and amending Resolution No.: 249-2024, the 2025 Budget for the City of Newburgh, New York to add one Planning and Zoning Administrator in the Department of Planning and Development

    Resolución que enmienda el Libro de Análisis de Personal 2025 y enmienda la Resolución No.: 249-2024, el Presupuesto 2025 para la Ciudad de Newburgh, Nueva York para añadir un Administrador de Planificación y Zonificación en el Departamento de Planificación y Desarrollo

Councilmember Shakur moved and Councilmember Sklarz seconded the motion. AYES-Martinez, McLymore, Monteverde, Shakur, Skarz,Sofokles, Harvey-7
ADOPTED

11. Resolution No. 241 - 2025 - Police and DPW Vehicles to be declared surplus and auctioned

    Resolution declaring Police Department and Department of Public Works Vehicles as surplus

    Resolución declarando excedentes los vehículos del Departamento de

Policía y del Departamento de Obras Públicas

Councilmember Sofokles moved and Councilmember Sklarz seconded the motion. AYES- Martinez, McLymore, Monteverde, Shakur, Sklarz, Sofokles, Harvey-7
ADOPTED

12. Resolution No. 242 - 2025 - Award of Bid #13.25 to Lady Liberty Equipment LLC for Purchase of a Trench Compactor

    Resolution authorizing the award of a bid and the execution of a contract with Lady Liberty Equipment LLC for a trench compactor in the amount of $33,850.00

    Resolución que autoriza la otorgación de una licitación y la ejecución de un contrato con Lady Liberty Equipment LLC para un compactador de zanjas por el monto de $33,850.00

Councilmember Shakur moved and Councilmember Sofokles seconded the motion. AYES-Martinez, McLymore, Monteverde, Shakur, Sklarz, Sofokles, Harvey-7
ADOPTED

13. Resolution No. 243 - 2025 - A Resolution to Accept Donations to Support Households Impacted by Federal Assistance Suspension

    A resolution authorizing the City Manager to accept donations to support City of Newburgh households affected by the suspension of federal food assistance programs

    Una resolución que autoriza al Gerente de la Ciudad a aceptar donaciones para apoyar a los hogares de la Ciudad de Newburgh afectados por la suspensión de los programas federales de asistencia alimentaria

For a point of clarification, Mayor Harvey asked if this was the resolution regarding the supplemental SNAP assistance, to which Mr. Venning replied in the affirmative.

Councilmember Shakur moved and Councilmember Sofokles seconded the motion. AYES-Martinez, McLymore, Monteverde, Shakur, Sklarz, Sofokles, Harvey-7
ADOPTED

14. Resolution No. 244 - 2025 - 2025 Bullet Proof Vest Partnership

Resolution authorizing the City Manager to apply for and accept if awarded a grant from the United States Department of Justice Bureau of Justice Assistance under the 2025 Bulletproof Vest Partnership in the amount of $9,500.00 with a fifty percent match to be paid out of Police funds

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si es otorgado un subsidio de la Oficina de Asistencia Judicial del Departamento de Justicia de los Estados Unidos bajo la Alianza del Chaleco Antibalas 2025 por el monto de $9,500.00 con un cincuenta por ciento de contrapartida a ser pagado con fondos de la Policía

Councilmember Sofokles moved and Councilmember McLymore seconded the motion. AYES- Martinez, McLymore, Monteverde, Sklarz, Sofokles, Harvey-6 NO-Shakur-1
ADOPTED

15. Resolution No. 245 - 2025 - Orange County Youth Bureau 2026 Funding Grant

    Resolution authorizing the City Manager to apply for and accept if awarded New York State Office of Children and Family Services Youth Development Program Grant and Youth Sports and Education Program Grants to support City of Newburgh Recreation Department Programs

    Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si es otorgado el Subsidio del Programa de Desarrollo Juvenil de la Oficina de Servicios para Niños y Familias del Estado de Nueva York y Subsidios de Deportes y Educación para Jóvenes para apoyar los Programas del Departamento de Recreación de la Ciudad de Newburgh

Councilmember Sklarz moved Councilmember Sofokles seconded the motion. AYES- Martinez, McLymore, Monteverde, Shakur, Sklarz, Sofokles, Harvey-7
ADOPTED

16. Resolution No. 246 - 2025 - Newburgh Arts & Cultural Commission - Appointments

    A resolution re-appointing Patricia C. Phillips and appointing Paul Ellis, Milli Encarnacion, Madison Hermida and Duane Rutter to the City of Newburgh Arts and Cultural Commission

    Una resolución renombrando a Patricia C. Phillips y nombrando a Paul

Ellis, Milli Encarnación, Madison Hermida y Duane Rutter a la Comisión de Artes y Cultura de la Ciudad de Newburgh.

Councilmember Sofokles moved and Councilmember McLymore seconded the motion- AYES-Martinez, McLymore, Monteverde, Sklarz, Sofokles, Harvey-6 NO-Shakur-1
ADOPTED

17. Resolution No. 247 - 2025 - Settlement of Litigation Regarding Tax Foreclosure of 269 Liberty Street

    A resolution authorizing the settlement of litigation regarding the foreclosure of tax liens in rem for the year 2022 related to properties known as 269 Liberty Street (Section 18, Block 5, Lot 11)

    Resolución que autoriza el acuerdo de litigación con respecto a la ejecución hipotecaria de impuestos in rem para el año 2022 relacionados con la propiedad conocida como 269 Liberty Street (Sección 18, Bloque 5, Lote 11)

Councilmember Sklarz moved and Councilmember Sofokles seconded the motion. AYES- Martinez, McLymore, Monteverde, Shakur, Sklarz, Sofokles, Harvey-7
ADOPTED

Old Business: / Asuntos Pendientes

Mayor Harvey requested an update from Aly Church regarding the SNAP outreach. Some of the elderly residents weren't able to leave their homes.

Church said her office went door knocking for those individuals who weren't physically able to come and get the cards. They went to Fogarty Apartments and Burton Towers, and tabling was set up at Cerone Place. We have priority lists from the school district and the Ministerial Fellowship. Now we are doing a follow-up on those lists. The best way to start the process is to reach out to your pastor, or interfaith leader. They have a way to contact her. At the end of the week, they will discuss different evaluations when they get to the end of the lists. She said there are under two hundred cards remaining.

Councilmember Sklarz said her office performed a monumental job that was rolled out quickly, and he thanked Aly and the staff for their efforts.

Church said she couldn't have done it without the assistance from Quanetta and the codes staff, as well as the police department.

Councilmember Monteverde said that Safe Harbor has a tenant service coordinator she could contact to assist with the outreach.

Councilmember McLymore said people could reach out to him if they need to. He also gave kudos to the department heads and executive staff for coming together to respond. He is grateful to be part of a team that helps meet the needs of the people.

Church mentioned that SNAP has been restored by Governor Hochul's office. Half of the recipients have a 'pending' notification. The other half, she hasn't seen anything, but she's hopeful.

Monteverde also requested updates on the 4-Way stop sign at Lander and South William Street, the Washington Street project, and the council's pledge to plant a minimum of one hundred twenty-two trees per year, since we've fallen behind with it and only planted four trees.

Councilmember Shakur commented. He wanted to discuss enforcement at the stop signs, because he sat at the intersection of Liberty Street and First Street and saw four cars drive past the stop sign. He said we can get all the stops signs we want, but we need enforcement.

There was no other old business to discuss.

New Business: / Nuevos Negocios

Councilmember Shakur commented. He said there are four wards in the city, but two wards don't have polling places in them. He would like to propose a resolution to the Board of Elections to place one polling site in each ward. People don't know where to vote because some polling sites have changed multiple times. The second and fourth wards don't have polling places, and we created four wards to make it equal. We need to make it easier for our residents to vote.

Councilmember Martinez requested a follow-up on new applications for the boards and committees, especially the Human Rights Commission. A couple of people emailed her about their applications.

There was no other new business to discuss.

Final Comments from the City Council / Comentarios Finales del Ayuntamiento

Councilmember Martinez congratulated people for coming out to vote. She said people died for our right to vote. While she's heard comments about young elected officials, she likes to think it's her age that actually shakes things up. She is honored to be a part of the 'good trouble' of being a young-elected official.

Councilmember McLymore said he agrees on some things, but we have a long way to go. As far as the new people coming onto the council, he said they can work together to move the city forward. 2026 is going to be a phenomenal year, and he looks forward to greater things ahead, including more infrastructure improvements. He also looked forward to the council being a unified body. If we stick together and move as one, then we will accomplish the goals they've set forth.

Councilmember Monteverde wished everyone a good night. She also asked if the parking would be suspended for the Veterans Day holiday.

Todd Venning responded he didn't believe the city code calls for suspended parking on holidays, but parking enforcement will not be working tomorrow.

Councilmember Shakur commented. He said when the newly elected people take their seats, they should be prepared to work for the city. He said they are servants of the people. This is what we should be directing our attention to. He implored his colleagues and future colleagues to be leaders for the people, and not for certain agendas and certain people. He urged them to stand up for their hearts, and for the children and residents of this city. In just the last six years, we are doing the best we have ever done in this city. He said people, who probably don't even live in the City of Newburgh, are trying to divide this council.

Councilmember Sklarz wished everyone a good night.

Councilmember Sofokles said she's known Omari for many years. When she saw him at a children's event at Downing Park many years ago, she knew then he would be able to reach a lot of people that she would be unable to reach. She understood that then, and she supported him.

Mayor Harvey commented. He appreciated everyone's perspective regarding the budget. He also thanked the fire department for coming out to express the need for additional support. Harvey said he supports the addition of more firefighters to the police and fire departments. He said he discussed it with the city manager, and he was told that we would have to increase the tax levy to be able to do it. Harvey is hoping we can reallocate funding from both commissioner positions to get more officers, and understands they need to be at full strength. He thanked the firefighters who spoke tonight, for their professionalism, even when talking about sensitive and highly volatile topics regarding the fire commissioner position. He thanked them for saving peoples' lives every day, which is nothing to minimize. Harvey thanked all the veterans that have served, and those who continue to serve our nation. He thanked everyone for coming out tonight.

This section of the meeting was closed.

Adjournment / Aplazamiento:

There being no further business to come before the council, the meeting adjourned at 10 P.M.

Submitted,
KATRINA COTTEN
CITY CLERK

Comments submitted by Michael Lebron @ Public Hearing FY2026 Budget held on Monday, November 10, 2025

Michael Lebron, Grand Street.

The following is taken from an 11 page written submission.

Let's look at what this budget says versus what we're told.

The City Manager presents this budget as a model of fiscal excellence, featuring the GFOA Distinguished Budget Presentation Award. The Government Finance Officers Association is a trade organization founded in 1906 to advance excellence in public finance in the U.S. and Canada. 2,000 of these "awards" are handed out each year: they encourage governments to produce high-quality documents and recognize those that achieve this goal. This trophy tells us little about fiscal soundness.

For that, you have to go to the State Comptroller's Office.

In November 2024, Comptroller DiNapoli reviewed our FY2025 budget and identified seven structural problems. Let's look at 5 of them:

First: A $3.7 million "vacancy factor" - assuming positions stay empty to make numbers work. That's a shell game.

Second: Using $3.2 million in fund balance to close gaps - spending reserves instead of achieving structural balance.

Third: Police overtime underbudgeted by nearly $1 million.

Fourth: Water revenue potentially overestimated by $1.2 million, sewer by $750,000.

Fifth: No contingency fund. No tax overlay buffer.

The Comptroller recommended we fix these problems. The City Manager's Chief of Staff dismissed these concerns, telling reporters "they're often the same every year." I've found no formal written response addressing each recommendation.

Here's what's critical: **FY2025 was the last budget subject to mandatory State Comptroller review.** Chapter 223 supervision has ended. Tonight's FY2026 budget is the first in 15 years without mandatory examination. The city comptroller position has been vacant for six months. So: no external oversight. No internal oversight. You're the only accountability left.

So question number one is: Does FY2026 fix these problems or repeat them?

Does FY2026 still use a vacancy factor? How much fund balance is being used? Is there a contingency fund now? A tax overlay? What's the police overtime budget? I am unable to tell from the materials provided.

Now let me talk about what we can see.

The budget shows $2.2 million for Streets and Bridges - with $880,000 for paving and resurfacing. Is that adequate to maintain streets I'd compare to roads pockmarked by landmines I drove over in war torn Nicaragua decades ago? What are the total miles of streets maintained, the deferred maintenance backlog, the performance metrics?

[HOLD UP TIE-ROD]

I just paid $1,100 to replace a tie-rod on my car. My mechanic says this damage comes from driving on deteriorated roads for years.

[DROP IT - let it clang]

That's a hidden tax. Every bent rim, every damaged suspension, every alignment – that tax may not show up on the city's books but we all pay it nevertheless. And this is a regressive tax on the poor, because every household needs a properly maintained car.

The Assessor manages 6,900 properties. Residents complain about discriminatory assessments. This could be because this department is also inadequately funded and staffed.

This budget allocates 50% of the general fund to public safety - but adds three new administrators, including a fire commissioner the Fire Department opposes and a police commissioner on top of the police chief. Yet basic services appear underfunded.

Last year gave 28% raises to police sergeants and lieutenants - supervisors. FY2026 shows a 6.1% overall salary increase, but the budget doesn't seem to break down whether patrol officers and supervisors received comparable raises.

My questions to you:

One: Did the City Manager provide written responses to the Comptroller's seven recommendations? Where?

Two: Does FY2026 fix the problems found in FY2025? Is the vacancy factor gone? Is there a contingency fund? Was police overtime properly budgeted?

Three: The budget should show but doesn't: How many miles of streets? What's the deferred maintenance backlog? What's the Assessor's Office staffing? Did patrol officers and supervisors get comparable raises?

Four: Why add three administrators at the expense of needed line staff, when the Comptroller found structural problems we can't verify were fixed?

The Comptroller's oversight exists because this city went broke. He found serious problems in FY2025. Those don't disappear because he stopped reviewing budgets.

Without answers to these questions, you cannot verify this budget is fiscally sound.

Thank you.

Submission to Newburgh City Council Regarding FY2026 Budget

Submitted by: Michael Lebron, Grand Street, Newburgh NY
Date: November 10, 2025

Executive Summary

The proposed FY2026 budget is the first in 15 years without mandatory State Comptroller review. Last year, the Comptroller identified seven serious structural problems in our FY2025 budget. The City Manager's Chief of Staff dismissed these concerns. Now we're asked to adopt FY2026 with no evidence these problems were fixed. Compounding this accountability crisis: the city comptroller position has been vacant for approximately half a year, eliminating internal oversight as well. This critique examines: (1) why presentation awards don't measure fiscal soundness, (2) what the State Comptroller found wrong with FY2025, (3) why we can't verify if FY2026 fixes these problems, and (4) why budget transparency fails to provide accountability for essential services.

I. THE ILLUSION OF FISCAL EXCELLENCE

A. The GFOA Distinguished Budget Presentation Award

The City Manager (CM) prominently features the GFOA (Government Finance Officers Association) Distinguished Budget Presentation Award in every budget announcement. Understanding what this award actually measures is matters.

What GFOA Is: The Government Finance Officers Association is a non-profit trade organization founded in 1906 that represents public finance officials in the United States and Canada to advance excellence in public finance. Almost 2,000 of these "awards" are handed out each year: they encourage governments to produce high-quality budget documents and recognize those that achieve this goal.

What the Award Measures:

- Document organization and formatting
- Completeness of disclosure (are all required sections included?)
- Readability and presentation quality
- Technical conformance to budget document standards

What the Award Does NOT Measure:

- Whether revenue projections are realistic
- Whether spending priorities are sound
- Whether the budget is fiscally sustainable
- Whether it uses accounting gimmicks
- Whether it adequately funds essential services

The Critical Evidence:

Newburgh won this award for FY2025 - a budget the State Comptroller found fundamentally flawed with seven serious structural problems. GFOA gave it an award because the document looked professional.

The award is being used to deflect substantive criticism and create an impression of fiscal soundness that independent audit findings contradict.

B. The Fiscal Stress Score vs. Budget Review Conflation

City Manager Venning's FY2026 announcement emphasizes: "In September 2025, the City of Newburgh received New York State Comptroller Thomas DiNapoli's top score for municipal fiscal health for the sixth consecutive year."

This conflates two entirely different State Comptroller metrics:

1. Fiscal Stress Score (what the CM cites):

- Backward-looking metric: Did you go broke last year?
- Based on historical financial statements
- Score of "0" = No fiscal stress detected in past performance

2. Budget Review (what the CM ignores):

- Forward-looking analysis: Is next year's budget realistic?
- Based on projected revenues and expenditures
- FY2025 Review = Seven significant problems identified

Both can be true simultaneously. Both ARE true for Newburgh:

- We didn't go bankrupt last year ✓
- Last year's budget had serious structural problems ✓

The Fiscal Stress Score is like a physician saying "You didn't die last year" while ignoring current symptoms of high blood pressure, high cholesterol, and a two-pack-a-day smoking habit. It measures past survival, not current health or future prognosis.

II. WHAT THE STATE COMPTROLLER FOUND WRONG WITH FY2025

A. Chapter 223 Oversight: The Last Review

The City of Newburgh was authorized by Chapter 223 of the Laws of 2010 to issue debt not to exceed $15 million to liquidate accumulated general fund deficit. The condition: the City's proposed annual budgets must be submitted to the State Comptroller for examination and recommendations.

Critical Timeline:

- 2010: Fiscal crisis, Chapter 223 bailout, mandatory oversight begins
- November 2024: Comptroller reviews FY2025 budget, identifies seven problems
- 2025: FY2025 is the **last budget subject to mandatory review**
- 2025: FY2026 budget (tonight) is **first in 15 years without mandatory oversight**

According to WAMC (December 2, 2024): "Neppl says this budget is the last one subject to review from New York State Comptroller Tom DiNapoli after more than a decade."

B. The Seven Problems Identified in FY2025

In November 2024, State Comptroller DiNapoli's office issued Report B24-6-9 identifying these problems:

1. Vacancy Factor ($3.7 Million)

The budget assumed $3.7 million in positions would remain vacant to make numbers work. The Comptroller warned: "The use of a 'vacancy factor' may not be prudent, as it leaves personnel services appropriations with insufficient amounts to cover expenditures."

2. Fund Balance Depletion ($3.2 Million)

"The City's use of approximately $3.2 million of fund balance to close gaps in the budget decreases the fund balance that is available to cover unforeseen circumstances."

Using one-time reserves to fund ongoing operations is fiscally unsustainable.

3. Police Overtime Underbudget ($982,269)

"Budgeted funding for police overtime of $748,605 is likely underestimated by at least $982,269."

The budget should have included $1.73 million, not $748,605.

4 & 5. Water and Sewer Revenue Overestimates

Potential shortfall of $1.2 million in water revenue and $752,730 in sewer revenue. Combined risk: nearly $2 million.

6. No Contingency Fund

"The proposed budget does not include a contingency appropriation in the general fund."

Zero buffer for unexpected expenses.

7. No Tax Overlay

"The proposed budget does not include a tax overlay, which could potentially create a revenue shortfall."

No buffer for uncollected property taxes - assumes 100% collection.

Additional: The tax levy was within $115,087 of the legal cap - virtually no room for adjustment.

C. The Comptroller's Recommendations

The review concluded with seven specific recommendations:

1. Develop plan to maintain fund balance at reasonable level
2. Review Touring Route Program revenue estimates
3. Review water and sewer revenue estimates and amend
4. Review personnel services estimate and amend
5. Review police overtime and increase to appropriate level
6. Consider including reasonable contingency estimate
7. Consider establishing reasonable tax overlay estimate

D. The City Manager's Response: Dismissal

According to WAMC, City Manager's Chief of Staff Mike Neppl "dismissed the critiques, saying they're often the same every year, and that the city has accommodated them in previous budgets."

I have not been able to find any formal written response addressing each recommendation. And no document explaining how FY2026 addresses these concerns.

The FY2026 announcement ignores the Comptroller's critique entirely, leading instead with fiscal stress scores and presentation awards.

III. THE FY2026 ACCOUNTABILITY GAP

A. The Critical Questions FY2026 Doesn't Answer

Now that Chapter 223 oversight has ended, we have no independent review of FY2026. The City Manager dismissed last year's critique. And the city comptroller position has been vacant for approximately half a year.

Here are the questions FY2026 budget materials should answer but don't:

On Vacancy Factor:

- Does FY2026 still use a vacancy factor? If so, how much?
- Which positions are assumed to remain vacant?
- What is the actual current vacancy rate?

On Fund Balance:

- How much fund balance is FY2026 using to close gaps?
- What is current unrestricted fund balance?

- What is the city's fund balance policy?

On Contingency and Overlay:

- Does FY2026 include a contingency fund?
- Does FY2026 include a tax overlay?
- What is the margin to the tax cap?

On Police Overtime:

- What is FY2026's police overtime budget?
- How does it compare to FY2025 actual spending?
- Was the Comptroller's warning addressed?

On Water and Sewer:

- Were revenue projections adjusted as recommended?
- What happens if revenues fall short?

B. Why This Matters

The State Comptroller found FY2025 fundamentally unsound. The City Manager dismissed his findings. Now we're asked to adopt FY2026 with:

- No State Comptroller review (Chapter 223 ended)
- No city comptroller (position vacant for 6 months)
- No written response to FY2025 critique
- No transparency on whether problems were fixed

How do we verify FY2026 is fiscally sound?

The budget includes line items and totals. But it doesn't answer: Are projections realistic? Are reserves adequate? Are contingencies included? Is the vacancy factor gone?

These aren't technical details. These are fundamental questions about budget honesty.

IV. THE TRANSPARENCY ILLUSION

The City Manager promotes the ClearGov Digital Budget Book as evidence of transparent governance. The platform provides clean presentation and interactive graphs. But the question is: Does it provide information necessary to evaluate whether essential services are adequately funded?

A. Streets and Bridges: Data Without Context

What the Budget Shows:

- DPW-Streets & Bridges: $2,195,951 (FY2026)
- Highway Resurfacing: $800,000

- Street Paving: $80,000
- Combined paving/resurfacing: $880,000

What the Budget Doesn't Show:

- Miles of city streets maintained
- Deferred maintenance backlog
- Current road condition rating
- Cost per mile
- Peer municipality comparisons
- Performance goals

Why This Matters:

I recently paid $1,100 to replace a tie-rod on my vehicle. My mechanic explained this damage results from driving on deteriorated roads for years. When roads aren't maintained, the cost is transferred to residents' auto repair bills. This is regressive taxation: everyone pays the same regardless of income, collected by mechanics not tax bills.

Is $880,000 adequate?

I'd compare our street conditions to roads that I drove over in 1987 in the war zone in Nicaragua that were pockmarked by landmines. Without knowing miles maintained, deferred maintenance, and condition metrics, we cannot evaluate adequacy.

The trend: DPW-Streets & Bridges increased 2.6% over two years while overall budget grew significantly more.

You cannot manage what you don't measure.

B. Assessment Department: No Accountability Metrics

The Assessor manages 6,900+ properties. Residents routinely complain about discriminatory and uneven assessments.

Questions the budget should answer but does not appear to:

- How many professional assessors on staff?
- Total FY2026 Assessment budget?
- Cost per property?
- Comparison to similar municipalities?
- Reassessment cycle?
- Appeals filed and resolution time?

Without this detail, Council cannot evaluate whether assessment problems stem from inadequate funding or poor management.

C. Police Department: The 28% Raise Mystery

FY2025 included 28% raises for police sergeants and lieutenants. Public safety represents 50% of the general fund ($35-36M).

Questions the budget should answer but doesn't:

- How many positions received 28% raises and total cost?
- Did patrol officers receive comparable raises?
- Current vs. authorized staffing by rank?
- Does the vacancy factor mean police is understaffed?
- Was overtime underbudget addressed?

Are we paying supervisors more while having fewer officers on the street? The budget makes this analysis impossible.

D. Form Without Substance

The Digital Budget Book provides professional presentation but not detailed accountability metrics. It's designed for public relations, not public oversight.

Real transparency would show:

- Personnel costs by position type
- Spending per service unit
- Peer comparisons
- Performance metrics
- Deferred maintenance calculations
- Multi-year trends

The ClearGov platform is capable of this. The City Manager appears not to have include it.

V. MISALIGNED PRIORITIES

A. Administrative Expansion vs. Service Delivery

FY2026 includes three new administrative positions:

1. Fire Commissioner (opposed by Fire Department)
2. Police Commissioner (in addition to Police Chief)
3. One additional administrative position

This occurs while:

- State Comptroller identified structural problems
- Road maintenance appears inadequate
- Assessment operations lack transparency
- Vacancy factor suggests understaffing in service delivery

Pattern: Management positions created and funded. Service delivery positions remain vacant. Administrative salaries increase while basic services deteriorate.

B. Public Safety at 50% of General Fund

Public safety represents 50% of the general fund ($35-36M). Questions:

1. If spending $35M+ but Comptroller said overtime was underbudgeted by $1M, where is money going?
2. Why add Fire Commissioner (opposed by department) and Police Commissioner on top of Chief?
3. What outcomes for $35M? No performance metrics.

C. Enterprise Fund Rate Increases: Regressive Taxation

FY2025 included: Water +15%, Sewer +16.2%, Sanitation +8%.

These are regressive taxes hitting lower-income residents proportionally harder. When City Manager claims "no new taxes" while raising water rates 15%, this is technically accurate but substantively misleading.

The Comptroller warned water/sewer projections might be optimistic (potential $2M shortfall).

VI. QUESTIONS REQUIRING ANSWERS

Before adopting FY2026, Council should require written responses:

A. Response to State Comptroller

1. Did City Manager provide written responses to each of seven recommendations in November 2024 Budget Review (Report B24-6-9)? If so, where? If not, why not?

2. Does FY2026 address each problem identified in FY2025? Specifically:

- Has vacancy factor been eliminated or reduced? What is the amount?
- Has use of fund balance been eliminated? How much is being used?
- Has police overtime been adequately budgeted?
- Have water/sewer projections been adjusted?
- Has contingency fund been established?
- Has tax overlay been included?
- What is margin to tax cap?

B. Streets and Bridges Accountability

3. Provide: Total miles of city streets, deferred maintenance backlog, current road condition ratings, cost per mile, peer comparisons, performance goals.

4. Breakdown "$140M infrastructure plan": water/sewer vs. streets, one-time capital vs. ongoing maintenance, grants vs. city funds.

C. Assessment Department Accountability

5. Provide: Total FY2026 budget, number of FTE assessors, cost per property, staffing comparison to similar municipalities, reassessment cycle, appeals data.

D. Police Department Accountability

6. Provide: Number and cost of 28% raises, budget breakdown (patrol vs. supervisory), staffing levels by rank, patrol officer raises, how vacancy factor affects police, FY2026 overtime budget vs. FY2025 actual.

E. Administrative Positions

7. For three new positions: title and salary, justification, expected outcomes.

8. If Fire Department opposes Fire Commissioner, what is justification? Why Police Commissioner when there's a Chief?

F. Vacancy Factor and Reserves

9. For FY2026: vacancy factor amount, which positions assumed vacant, actual current vacancy rate, fund balance used, fund balance policy.

VII. RECOMMENDATIONS

Immediate Actions

1. **Require written response to Comptroller's seven recommendations** explaining how FY2026 addresses each or why not implemented.
2. **Require answers to Questions 3-9** before adoption.
3. **Establish contingency fund** (3-5% of general fund).
4. **Eliminate or justify vacancy factor** with specific positions.
5. **Establish tax overlay.**

Ongoing Improvements

6. Adopt formal fund balance policy
7. Require performance metrics for each department
8. Require annual road condition assessment
9. Require five-year financial projections
10. Require quarterly financial reporting
11. Include peer municipality comparisons
12. Develop post-Chapter 223 oversight plan

VIII. SUMMARY/CONCLUSION

We're asked to adopt FY2026 - the first budget in 15 years without mandatory State Comptroller review. Last year, the Comptroller identified seven serious structural problems. Rather than providing written responses, the City Manager's Chief of Staff dismissed them as "often the same every year." **The city comptroller position has been vacant for six months, eliminating internal oversight at precisely the moment external oversight ended.** City Council is the only remaining accountability mechanism.

The critical questions:

Does FY2026 fix the problems found in FY2025, or repeat them? We cannot tell from budget materials.

Are essential services adequately funded? We cannot evaluate without performance metrics.

Do spending priorities align with needs, or favor administrative expansion over service delivery?

Were the Comptroller's recommendations taken seriously, or dismissed?

The tie-rod from my car - $1,100 to fix damage from deteriorated roads - represents the real cost of budget decisions that prioritize presentation over substance, awards over accountability, administrative expansion over infrastructure.

Fiscal excellence isn't measured by PowerPoint quality or presentation awards. It's measured by whether projections are realistic, reserves are adequate, essential services are funded, and officials respond seriously to external critique.

The State Comptroller found FY2025 fundamentally unsound. The City Manager dismissed his findings. Now that oversight has ended, how do we verify FY2026 is fiscally sound?

I urge Council to require answers before adopting this budget. Residents deserve transparency in fact, not marketing. They deserve fiscal soundness in substance, not just presentation awards. They deserve to know whether the problems identified in FY2025 were fixed or repeated in FY2026.

Without answers to these questions, you cannot verify that this budget is fiscally sound.

Thank you for your consideration.
Michael Lebron – 279 Grand Street, Newburgh NY 12550 – 917-743-7568 – mlebron20@gmail.com

Source Documentation:

- State Comptroller Budget Review B24-6-9 (November 15, 2024): https://www.osc.ny.gov/local-government/audits/city/2024/11/15/city-newburgh-budget-review-b24-6-9
- WAMC: "Newburgh approves roughly $100 million budget for 2025" (December 2, 2024)
- City of Newburgh FY2026 Budget Announcement
- City of Newburgh FY2026 Digital Budget Book (ClearGov platform)

Comments submitted by Sue Sullivan @ Public Hearing FY 2026 Budget held on Monday November 10, 2025

Sue Sullivan, Resident, City of Newburgh

2026 Budget Public Hearing Comments

Public Comment – FY 2026 City Budget

Good evening. I'm Sue Sullivan, and I live in Ward 1.
My comments this evening are focused on the proposed 2026 Budget, and specifically the expansion of the Executive Office.

The inclusion of a Police Commissioner, Fire Commissioner, Deputy City Manager, and a second administrative assistant to the City Manager -- represents nearly $1 million in expense.

Our city continues to face major challenges -- crime, code enforcement issues, and crushing taxes. The disconnect is striking. The budget includes no additions to public safety or public works -- the departments that directly serve and protect residents every day. It is concerning that there continues to be a consolidation of power under the Executive – versus the Department Directors charged with managing their departments under the City Charter.

We don't need more bureaucracy — the tree-planting fiasco that originated from the Executive office recently is just one example. We need more boots on the ground.

Taxpayers — homeowners, business owners, and renters alike — deserve to see better services for what we pay, or lower taxes if those services aren't being expanded.

I respectfully urge the Council to amend the FY 2026 budget: eliminate these executive office positions and reinvest in the departments that make our city work — or offer tax relief to those footing the bill.

Please make this budget a reflection of real priorities — public safety, quality of life, and fiscal responsibility.

Thank you.

Comments submitted by Tracy Wallace @ Public Hearing re FY2026 Budget held on Monday, November 10, 2025

Cotten, Katrina

From:	Tracy Wallace <wallacetracy992@gmail.com>
Sent:	Monday, November 10, 2025 3:58 PM
To:	Comments
Subject:	City of Newburgh FY 2026 Budget

To the City of Newburgh City Council, Mayor of City of Newburgh, and City manager,

I am submitting my public comment on the 2026 FY Budget as a community member, not as a representative of my employer,

1. Appreciation for Fiscal Stability and No Tax Increases

"I want to thank the city manager and council for maintaining fiscal discipline and proposing a 2026 budget with no increases in property taxes, water, sewer, or sanitation rates. It's encouraging to see the city continue its strong fiscal health while still investing in community priorities."

Follow up suggestions :

For transparency, please provide for the public an easy-to-read summary or visual dashboard showing how funds are allocated across departments and projects supported by the city.

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2. Public Safety and New Administrative Roles

"The addition of new administrative roles like the Police and Fire Commissioners deserves careful consideration. While leadership can strengthen accountability and oversight, residents want to ensure these roles enhance community safety outcomes — not just increase administrative layers."

Follow-up suggestion:

Can you include measurable performance goals (ex: response times, community engagement, or crime prevention metrics) linked to the new positions?

---

3. Infrastructure Investment and Accessibility

"The city's ongoing infrastructure improvement plan is essential. I encourage the city to ensure that accessibility for people with disabilities, pedestrian safety, and ADA compliance remain top priorities as streets and public spaces are rebuilt."

Follow-up suggestion:

I recommend including accessibility audits or community advisory from disability advocates input for capital project planning. I encourage you to reach out to the disability community via social media, by mail, email if known for more input for infrastructure and accessibility projects. People with disabilities are visible and non visible. Ensure that all disabilities are being represented when working on infrastructure and accessibility projects.

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4. Community Development and Equity

"I'd like to see more details on how this budget supports equitable development — ensuring that investments reach historically under-resourced neighborhoods and small local businesses. Budget priorities should reflect inclusion, affordability, and long-term livability for all Newburgh residents."

Follow-up suggestion:

Can you provide clear tracking of how capital funds and grants are distributed geographically across the city?

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5. Youth and Family Support

"It would be great if the city could allocate or expand funding for youth programming, recreation centers, and after-school initiatives. These investments strengthen public safety and community well-being in the long run."

Follow-up suggestion:

Recommend partnerships with schools, nonprofits, and community centers to maximize the impact of existing funding. How many projects do we have in place that supports the youth workforce and what supports do we have in place for afterschool and homework supports.

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6. Climate and Sustainability

"As infrastructure investments move forward, I'd like to encourage integrating green infrastructure — such as tree plantings, renewable energy, and flood mitigation — into the capital plan. This will reduce long-term maintenance costs and increase community resilience."

Follow-up suggestion:

Request an annual sustainability progress update or inclusion of environmental performance metrics in future budgets. How many grants have we applied for and budget fiscal support for our city's environmental projects? How many projects are open and how many do we plan on applying for and fiscally supporting?

7. Transparency and Public Engagement

"I appreciate the city's continued transparency in publishing the budget online and holding public hearings. I encourage the city to expand participatory budgeting opportunities — where residents can directly propose and vote on small local projects."

Follow-up suggestion:

Can we consider a pilot participatory budgeting program using a small portion of the capital or discretionary budget?

Closing:

"I appreciate the council's hard work balancing fiscal stability, community needs, and long-term growth. I hope this budget continues to build trust between city government and residents — and that it reflects the voices of all City of Newburgh neighborhoods."

Thank you,
Tracy Wallace

Comments submitted by Michael Lebron @ City Council Meeting held on Monday, November 10, 2025

Michael Lebron. Grand Street.

Two weeks ago, I cited three examples of conduct by the city manager that fall short of what we should expect from a trusted public official.

They were drawn from a list of complaints 5 pages long that I submitted confidentially to the state comptroller last spring. That experience was Kafkaesque. The comptroller offered transparency … about their opacity, saying they wouldn't tell me when or if they will act on them, or even if they had merit.

However, I heard there was an audit over the summer. Mr Mayor, I heard you said was routine, but as noted earlier in my budget comment, the 15 year mandatory period ended last year, and sources tell me that auditors are still in the building.

AND TO BETTER UNDERSTAND WHAT YOU ARE UP AGAINST,

To establish the city manager's budget priorities within pattern analysis, let us briefly re-witness one of those three examples. I have seen no evidence that disputes what I am about to describe. I welcome any that does. In the meantime:

The city manager signed a contract with a real estate agent to find him an apartment. She is a mission driven woman working to make a positive impact on Newburgh. She saw this as opportunity to do so. After showing him many apartments over 6 months, she sadly concluded that the city manager was not seriously looking and let the contract expire.

Six months later, he went back to the landlord she introduced him to on the first day, and signs a lease with him. She calls him and says he owes her a finder's fee. He says he does not. He is correct: the contract only protects her for six months after expiration.

(Slight PAUSE)

She got her job done on day one. He had her work for another six months, without pay. Then he waited another six: this time accounts for one of the many years we've waited for him to fulfill his residency obligation.

If this is the kind of choice he makes when balancing his personal finances, why shouldn't we ask who he is shortchanging when he balances our city budget? If he has no respect for the hard work of one city resident, why should we be surprised that he has little respect for our critical front line workers and their staffing needs — the workers in fire and public works that keep our homes and roads safe — choosing to sacrifice them on an altar of executive suite hires? If the manager placed himself in our midst - in the spirit of Father Gutiérrez's notion of activist neighborliness, and, as he is obligated to under Newburgh law - might he be less likely to abruptly fine those neighbors with punitive levees for sidewalk code violations?

Mr Mayor, it may be that this state of affairs presents itself because you don't work for the citizens of this wonderful city: you instead work for the city manager. This cannot continue: the tail wags this dog.

RESOLUTION NO.: 239 - 2025

OF

NOVEMBER 10, 2025

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF NEWBURGH AND THE NEW YORK STATE MUNICIPAL WORKERS' COMPENSATION ALLIANCE FOR WORKERS' COMPENSATION INSURANCE

WHEREAS, the City of Newburgh wishes to enter into the annexed agreement with the New York State Municipal Workers' Compensation Alliance; and

WHEREAS, the agreement provides workers' compensation insurance claims management and related services for the period of January 1, 2026 to December 31, 2027; and

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

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the agreement with the New York State Municipal Workers' Compensation Alliance, in substantially the same form as annexed hereto with any other provision that Counsel may require, for providing workers' compensation insurance claims management and related services.

#239-25

Brown & Brown

PROPERTY & CASUALTY

Proposal Prepared for City of Newburgh

Policy Period 01/01/2026 - 12/31/2027

About Brown & Brown

Brown & Brown was founded in 1939 as a two-partner firm and has risen to become one of the largest insurance brokerages in the world. Powered by a culture that values high performance and perseverance, Brown & Brown is arguably the most efficient operating platform in the insurance brokerage business. With a long-standing history of proven success, Brown & Brown continues to grow and thrive in the extremely competitive and constantly changing insurance industry.

23,000+ TEAMMATES | **700+** LOCATIONS | Ranked in **Top 10** INSURANCE BROKERS

Our Mission

We are dedicated to making a positive difference in the lives of our customers by helping to protect what they value most.

Guiding Principles

We believe in doing what is best for our customers, communities, teammates, carrier partners and shareholders—always. The cornerstones of our organization's guiding principles are people, performance, service and innovation.

Our Culture

Brown & Brown's deeply rooted culture is built on honesty, integrity, innovation, superior capabilities and discipline. Our culture is not built through "big company" messaging; it is created by those who put in the work and remain true to shared values and a commitment to always doing what is best for our customers and our communities.

The cornerstone of our success starts with the tremendous emphasis our leadership team places on making Brown & Brown a great place to work. We don't have employees at Brown & Brown, only teammates, and we are proud to have repeatedly been certified as a Great Place to Work®. As a result, our organization has experienced minimal talent turnover.

We believe that teammates who enjoy their work environment will reflect that enjoyment in their interactions with their customers, resulting in an enhanced customer experience. We put a premium on retaining teammates, allowing our customers to enjoy years of consistent service and strategy execution from the same individuals.

We value creativity in our teammates and encourage the sharing of innovative ideas. Our teams care about each other and contribute meaningfully to our strong, collaborative environment internally. We receive regular compliments from our competitors, customers and the insurance carrier marketplace regarding the caliber of talent and the character of the teammates we recruit and retain.

This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of differences, the policy will prevail.

Local People and Powerful Solutions

We use our size to benefit our customers through market leverage, scalability and expansive resources. Our global resources are available to support critical items such as regulation changes, pharmacy, international, benefits administration and much more. We layer our global resources with a local, dedicated service team. This local team delivers a high-touch experience for day-to-day support and long-term strategic planning, granting you the benefits of a leading brokerage without losing the personal, swift support of a local team.

Growth Oriented

Brown & Brown ended 2024 with $4.8B in revenue, with a global presence spanning 18 countries, and growing.

Brown & Brown's annual report can be found on our website at https://investor.bbrown.com/annual-reports.

Scalable Solutions

Regardless of your business size or industry, we have the capabilities and experience to support you. From main street businesses to multinational corporations, our extensive specialties span the full spectrum of size and complexity. As you push forward through organic growth, mergers or acquisitions, our teams are equipped to provide you with a strategic path—no matter where you are on your growth journey.

This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of differences, the policy will prevail.

Preparing You for Tomorrow's Risks—Today™

We pride ourselves on combining global strength with local, personalized service. Brown & Brown is proud of our 23,000+ talented teammates spanning 700+ locations globally. Through our deep local connections and the resources of a global leader, we take an agile, forward-thinking approach to risk.

We have become a leading insurance brokerage because we view insurance differently and utilize our vast experience and wide-reaching network to deliver superior service and solutions to our customers, both large and small. We believe that our teammates and the relationships they form with our customers are our strengths. Our reputation has been built on a solid foundation of teamwork, strengthened by people who are dedicated to providing the highest degree of service. Our team thanks you for the opportunity to work together. Please find our contact information below.

Service Team

Name	Title	Email	Business Phone
Brian Miles	Executive Vice President	Brian.Miles@bbrown.com	(845)628-4500
Nick Fulciniti	Risk Manager	Nicholas.Fulciniti.@bbrown.com	(845)743-7016
Diane Greenberg	Account Manager	Diane.Greenberg@bbrown.com	(845)743-7009
Mary Ellen Pepi	Technical Assistant	MaryEllen.Pepi@bbrown.com	(845)743-7020
Lori Glassman	Claims & Commercial Lines Manager	Lori.Glassman@bbrown.com	(845)743-7018
Shelby Fields	Claims & Loss Control Representative	Shelby.Fields@bbrown.com	(845)743-7013

Compensation Disclosure

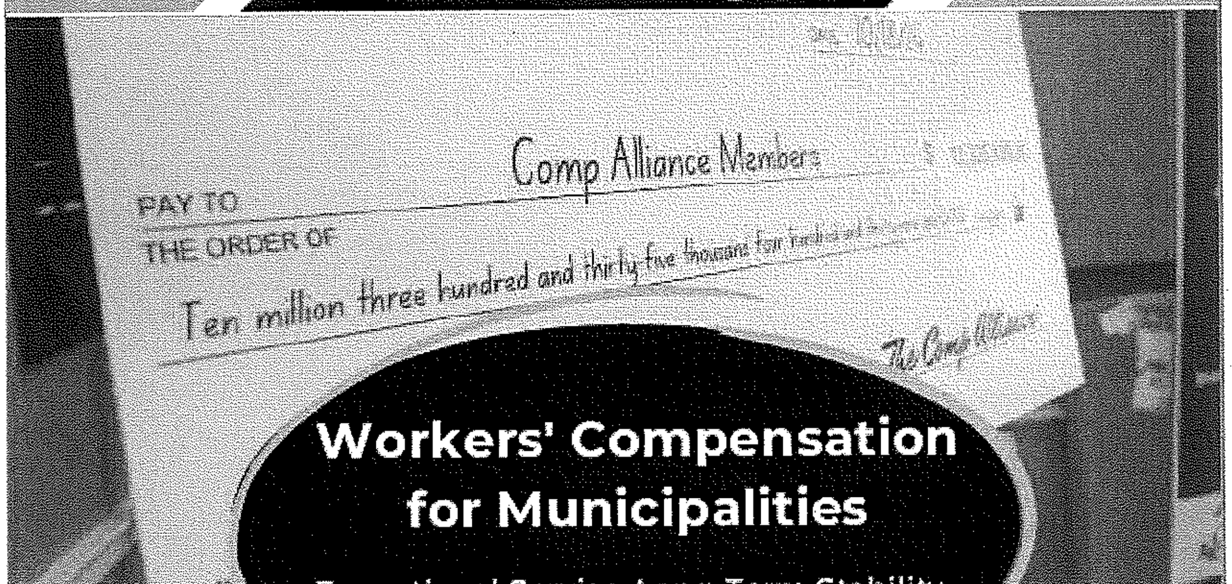
Compensation. As a licensed insurance producer/broker/agent, Brown & Brown entities ("we") are generally authorized by our license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. Our role as an insurance producer in any ordinary transaction typically involves one or more of these activities. We will receive compensation in the form of commission or fees for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages. Commission compensation will be based on the insurance contract you purchase and may vary depending on a number of factors including the insurance contract(s) and the insurer(s) the purchaser selects. In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not customer-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

You may obtain information about compensation expected to be received by us based in whole or part on the sale of insurance to you, and (if applicable) compensation expected to be received based in whole or part on any alternative quotes presented to you by us, by requesting such information from us.

Questions and Information Requests. If you have any questions, or require additional information, please contact your Brown & Brown team, or, if you prefer, submit your question or request online at https://www.bbrown.com/us/contact/contact-general/

COMP ALLIANCE
Since 1994



Workers' Compensation for Municipalities

Exceptional Service. Long-Term Stability.

Program Sponsors

NYAOT NYCOM

Program Administrator

WRIGHT Risk Management

The Comp Alliance is a public group self-insurer that provides workers' compensation and risk management solutions to public entities in New York State, sponsored by the New York Association of Towns (NYAOT) and the New York State Conference of Mayors (NYCOM).

We assist our members in creating safer workplaces and stabilizing the inherently volatile costs of workers' compensation by prioritizing risk management and meticulous claims handling.

When you join the Comp Alliance you get...

- **Stability:** Consistent, affordable funding contributions with optional multiyear fixed-cost options and no payroll audits
- **Money Back:** Safe Workplace and Loyalty award programs returned nearly $12M to members since 2019
- **Exceptional Service:** Personalized claims management and an online claims portal
- **Resources:** Flexible training options and safety resources
- **Peace of Mind:** Active management and investigation of fraudulent claims

866-697-7665
compalliancemarketing@wrightinsurance.com

This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of differences, the policy will prevail.

Stability and **Flexible Options**

COMP ALLIANCE
Since 1994
Exceptional Service. Long Term Stability.

Program Sponsors

NYAOT NYCOM

Program Manager

WRIGHT

1 Year Plan	2 Year Plan	3 Year Plan
• Traditional • Established	• Greater stability • Peace of mind • Cost predictability = Ease of budgeting	• Longer-term cost predictability = Optimal stability • Limited eligibility (speak to a Comp Alliance Rep.)

Member's Choice

Offering flexible options and plan terms that are tailored to your needs!

1 Year Membership	Member joins the Comp Alliance for 12 months. Funding contribution is based on rates, loss experience, and projected payroll for the 12-month period of membership. Most common, traditional option. No payroll audit.
2 Year Membership	Member joins the Comp Alliance for 24 months. Funding contribution is based on rates, loss experience, and projected payroll for the 24-month period of membership. Provides multi-year stability and predictability. No payroll audit.
3 Year Membership	Member joins the Comp Alliance for 36 months. Funding contribution is based on rates, loss experience, and projected payroll for the 36-month period of membership. Provides multi-year stability and predictability. No payroll audit. Eligibility is limited, so please contact a Comp Alliance marketing representative for additional details.

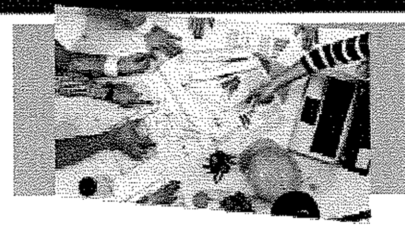
To explore these options, or for more information, please contact us today!

John Triessl
Vice President of Member Services
866-697-7665 www.compalliance.org jtriessl@wrightinsurance.com

Risk Management **Services**

COMP ALLIANCE Since 1994

Exceptional Service. Long Term Stability.



We do more than just pay claims. The risk management specialists at the Comp Alliance will work with you to develop long-term solutions to reduce your workers' compensation exposure.

In the past five years, the program has had over a 98% member retention rate, a testament to the exceptional, on-staff risk management employees dedicated to the Comp Alliance.

These Risk Management Member Services Include:

Onsite Evaluations

- Interview key personnel and department heads
- Loss/Claims review
- Inspections of main facilities
- Hazard identification with remediation methods
- Personalized recommendations for improved safety

Risk Management Service Tools

- Onsite, virtual and online safety awareness training
- Safety webinars
- Regional safety training
- Accident/Employee injury review training

Comp Academy Training (Online)

- Slip/Fall Prevention
- Personal Protective Equipment
- Hazard Communication/Right-to-Know
- Lockout/Tagout
- Bloodborne Pathogens
- Chainsaw Safety
- Excavation/Trenching Safety
- Driver Safety
- Workplace Violence Prevention
- Confined Space Awareness
- HAZWOPER Awareness

Ongoing Consultative Service Visits

- Safety committee development/participation
- Board meeting/department head meeting participation

Other Services

- Online member safety resource center
- Safety bulletins and quarterly newsletters
- High experience modification review and consultation

NYAOT NYCOM WRIGHT Risk Management

For more information or to explore any of these great options, please contact us today!

Robert Blaisdell
Director of Loss Control

518-330-8591 www.compalliance.org rblaisdell@wrightinsurance.com

This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of differences, the policy will prevail.

Named Insured

Policy Type	Named Insured
Workers Compensation	City of Newburgh

This list includes all the named insureds we presently have on your policies. Should any revisions to this listing be required, please notify our office immediately.

Location(s)

City of Newburgh
City Hall, 83 Broadway Newburgh, NY 12550

Loc #	Address	City	State	Zip
1	83 Broadway	Newburgh	NY	12550

Workers' Compensation

Workers' Compensation Insurance

Part One of the policy applies to the Workers' Compensation Law of the states listed below:

State
NY

Employers' Liability Insurance

Part Two of the policy applies to work in each state listed in Item A

Each Accident Limit	Disease Policy Limit	Disease Each Employee
$100,000	$500,000	$100,000

Higher limits may be available upon request.
Policy is not subject to audit.

Rating Basis

Class Code	Description	Payroll
5506	Street & Road Construction	$454,425
7520	Waterworks Operation	$1,107,469
7580	Sewage Disposal Plant	$516,939
7710	Firemen - Not Volunteer	$5,502,605
8391	Auto Gas Station	$274,930
8810	Clerical Office Employees	$5,209,688
8820	Attorney - All Employees & Clerical	$596,905
8831	Hospital -Veterinary	$43,919
9026	Building Operations - Commercial	$225,419
9063	YMCA - All Employees & Clerical	$642,030
9102	Parks NOC - All Employees & Drivers	$518,990
9402	Street Cleaning & Drivers	$28,140
9403	Garbage, Ashes or Refuse Collection	$1,041,917
9410	Municipal Township NOC	$2,029,762
	Total Payroll	**$18,193,138**

Proposal Premium Summary

Policy Term: **01/01/2026 - 12/31/2027**

Line of Business	***Carrier***	***Expiring*** **1/1/24 – 12/31/25** ***(Two-Year)***	***Renewal*** **1/1/26 – 12/31/27** ***(Two-Year)***
Workers Compensation	Comp Alliance	$2,281,381	$2,193,226
NYS Estimated Assessment		*$63,236	*$60,904
Total Contribution (2 year)		**$2,344,617**	**$2,254,130**
Annual Cost		**$1,172,309**	**$1,127,065**

*NYS Assessment is estimated and will be adjusted based on the actual reported payrolls. The figures indicated above represent the (2) year period at approximately $30,452 per year.

Multiyear policies are considered fully earned and the total amount would be due regardless of whether coverage is moved mid-term. 2-year option with Comp Alliance is a fixed rate.

NOTICE AND ACKNOWLEDGEMENT OF ASSESSABLE AND FINANCIAL CONDITION

Brown & Brown of New York Inc. DBA Spain Agency and its parent company, Brown & Brown, Inc. (collectively "Brown & Brown") do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity. We endeavored to place your coverage with an insurance carrier with an A.M. Best Company financial rating of "A-" or better.* While Brown & Brown cannot certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity or otherwise predict whether the financial condition of any such entity might improve or deteriorate, we are hereby providing you with notice and disclosure of financial condition so that you can make an informed decision regarding the placement of coverage. Accordingly, with receipt of this notice you acknowledge the following with regard to the placement and any subsequent renewal of the coverage indicated below:

- Brown & Brown may have other options for your insurance placement, including quotations with insurance carriers holding an "A-" or better rating from A.M. Best Company. Alternative quotes may be available with an A- or better rated carrier upon your request.
- Your coverage is being placed in, New York State Municipal Workers' Compensation Alliance a self-insurance fund which is currently unrated by A.M Best Company. In order to obtain coverage you are agreeing to membership in (New York State Municipal Workers' Compensation Alliance and all other underwriting guidelines, conditions and requirements set forth by New York State Municipal Workers' Compensation Alliance.
- New York State Municipal Workers' Compensation Alliance is not subject to the protections afforded by any state guaranty fund or association.
- The financial condition of insurance companies and risk transfer or pooling entities such as New York State Municipal Workers' Compensation Alliance may change rapidly and that such changes are beyond the control of Brown & Brown.
- Membership in the New York State Municipal Workers' Compensation Alliance involves certain obligations as well as benefits. These are outlined in a membership or participation agreement, which must be signed prior to acceptance by the New York State Municipal Workers' Compensation Alliance
- Your attention is directed particularly to that portion of your membership or participation agreement which points out that it is fully assessable. This means to meet loss obligations, each member can be assessed to make up the deficiency. Any assessment will be levied on and payable by all members of the New York State Municipal Workers' Compensation Alliance for the year the deficit occurs, whether or not you are still a member at the time the assessment is levied. The purpose of bringing this provision to your attention is not to cause undue concern, but simply to alert you that prudent business practices should be observed with regard to proper investigation of the financial condition of any self-insured provider, and to encourage your inquiry about any aspects of the contractual agreements.
- You have had an adequate opportunity to make a thorough and complete inquiry into the New York State Municipal Workers' Compensation Alliance's financial condition and the terms and conditions of membership in the New York State Municipal Workers' Compensation Alliance, including to review it with your accountants, legal counsel and advisors, and enter into your relationship with New York State Municipal Workers' Compensation Alliance knowingly, voluntarily and with a full understanding of the risks.

____

By: [NAME OF AUTHORIZED REPRESENTATIVE OF INSURED]

Named Insured: City of Newburgh
Line of Coverage(s): Workers Compensation
Policy Number(s): WCNEWBURGH
Policy Period(s):01/01/2026 - 12/31/2027
Date of Notice: 10/21/25

*** AM Best Rating Guide: Rating for Stability: A++ to F = Highest to lowest rating**
Financial Size Category: XV to I - Largest to smallest rating
Rating for Assets/ Surplus: 15 to 1 - Largest to smallest rating

This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of differences, the policy will prevail.

A. M. Best Rating of Proposed Carriers

Line of Business	Insurance Company	Rating	Admitted / Non-Admitted
Workers Compensation	New York State Municipal Workers' Compensation Alliance	Not Rated	Admitted

General Rating

Rating Categories	Rating Symbols	Rating Categories	Rating Symbols
Superior	A+ to A++	Marginal	C+ to C++
Excellent	A to A-	Weak	C to C-
Good	B+ to B++	Poor	D
Fair	B to B-		

These rating classifications reflect AM BEST's opinion of the relative position of each company in comparison with others, based upon averages within the Property-Casualty insurance industry. They are reflective of overall company services and standing within the industry.

Financial Size Category

Class	Range ($ in Thousands)	Class	Range ($ in Thousands)	Class	Range ($ in Thousands)
Class I	Up-$1,000	Class VI	$25,000-$50,000	Class XI	$750,000-$1,000,000
Class II	$1,000-$2,000	Class VII	$50,000-$100,000	Class XII	$1,000,000-$1,250,000
Class III	$2,000- $5,000	Class VIII	$100,000-$250,000	Class XIII	$1,250,000-$1,500,000
Class IV	$5,000-$10,000	Class IX	$250,000-$500,000	Class XIV	$1,500,000-$2,000,000
Class V	$10,000-$25,000	Class X	$500,000-$750,000	Class XV	$2,000,000-Greater

The Financial Size Category is an indication of the size of an Insurer and is based on reported policyholder's surplus conditional or technical reserve funds, such as mandatory securities valuation reserve, or other investments and operating contingency funds and/or miscellaneous voluntary reserves in liabilities ($ in Thousands)

This information has been provided to you so that consideration is given to the financial condition of our proposed carriers. The financial information disclosed is the most recent available to Brown & Brown, Inc. Brown & Brown, Inc. does not guarantee financial condition of the insurers listed above.

Brown & Brown

Member Participation Agreement

Member: City of Newburgh

Agent: Brown & Brown Insurance S

Participation Period: 1/1/26 to 12/31/27

The New York State Municipal Workers' Compensation Alliance (Comp Alliance) is a group self-insurance program – a network of municipal employers that have joined together for the purpose of providing the workers' compensation and employers' liability coverages required by New York State Law. By participating in the Comp Alliance, you are pooling your resources with other municipalities in New York State to obtain workers' compensation coverage for your employees, leading to lower administrative costs, diligent claims management and loss control services specifically tailored to the unique risks faced by municipalities. As a member of the Comp Alliance, there are certain legal responsibilities that you must be aware of and which remain enforceable even in the event of withdrawal from the Comp Alliance. Please review this participation agreement carefully and contact the Comp Alliance with any questions.

How Group Self-Insurance Works: Each member of the Comp Alliance makes an annual funding contribution that is used to pay for claims incurred during the year over the lifetime of the claim. To help ensure that the funding contributions remain fair, they are designed to reflect each member's projected ultimate costs of claims based on their loss experience and payroll. Funds that are not used to pay claims during the year are placed in reserve to pay the future costs of the claims. These future funds are invested so that the interest received can help offset the future costs of the claims. In the event that there are surplus funds after all future liabilities are determined, the excess may be used to offset future rates or be paid back to the member. Conversely, in the event that the funds are not sufficient to pay future liabilities, members may be called upon to pay a supplemental assessment. To protect against this possibility, the Comp Alliance makes every effort to accurately determine the future liabilities of the program to ensure that its assets are sufficient to pay its total liabilities.

Joint and Several Liability

Each member shall be responsible, jointly and severally, for all liabilities of the Plan under the Workers' Compensation Law and all rules and regulations enacted pursuant thereto incurred during its respective period of membership in the Comp Alliance.

A supplemental assessment may be levied in the event that the Comp Alliance does not have sufficient assets to meet its anticipated liabilities. The Comp Alliance works diligently to protect against this possibility by ensuring the annual funding contribution collected from members is sufficient to meet its anticipated liabilities each year. It also strives to maintain a modest surplus that may be used to offset any assessment that is required. In the event that supplemental assessments shall ever be required for any given year, the assessments will be distributed equitably among members for that year in accordance with a plan adopted by the Board of Trustees. The proportionate share of the members funding contribution and ultimate loss for the year in question will be considered in distributing the assessment.

Executive Director: Michael Kenneally
518-465-0128

Claims: Maria Luciano
516-750-9376

Member Services: John Triessl
866-697-7665

A. Coverages Provided by the Comp Alliance

Workers' Compensation Coverage: provides medical and indemnity (lost time) benefits to employees who are injured in the course of their employment with the municipality.

Employers' Liability Coverage: provides coverage for third party actions that are brought against the municipalities arising out of an injury to a municipal employee that occurred in course of his or her employment.

The Comp Alliance provides Workers' Compensation Coverage and Employers' Liability Coverage pursuant to the New York State Workers' Compensation Law, along with coverage for benefits as required by the Volunteer Firefighters' Benefit Law and Volunteer Ambulance Workers' Benefits Law.

- The Comp Alliance will pay the medical and indemnity benefits required of its members by the Workers' Compensation Law for injuries to employees that arise out of the employment of its employees.
- The Comp Alliance will defend any claim or proceeding against its members for benefits payable under the Workers' Compensation Law.
- The Comp Alliance will pay amounts that its members are obligated to pay to third parties that arise from an injury to an employee caused by an event that occurred in the course of this agreement (Employer Liability payments).
- The Comp Alliance will not pay any amounts that the employer is not obligated to pay under the Workers' Compensation Law, or the rules and regulations adopted pursuant thereto. This includes any payments, or portion thereof, that a member may make that are covered by other insurance that the member may maintain, or that the employer may extend to its employees.
- The Comp Alliance will only make indemnity payments up to the amounts awarded by the Workers' Compensation Board. Any member who has in place a "full pay" or similar policy that grants a greater benefit to its employees will be solely liable for the difference between the amounts so paid and the amounts awarded by the Workers' Compensation Board.

B. Member Responsibilities

The responsibilities of each member are set forth in detail in the Plan Document. Each member is responsible for knowing its obligations to the Comp Alliance. As a member of the Comp Alliance, you agree to accept and be bound by the terms, conditions and provisions of the Plan Document and Bylaws of the Comp Alliance, and by the New York State Workers' Compensation Law and the regulations promulgated pursuant thereto.

Pursuant to the Plan Document, each member:

- agrees to cooperate with the plan and furnish information necessary for the administration of the plan.
- agrees to remain a member for the term of membership set forth below. A short-rate penalty, as adopted and amended from time to time by the Board of Trustee, may be applied to early terminations.
- agrees not to enter into the settlement of any claim without the express written consent of the Comp Alliance.
- will timely pay all necessary funding contributions, supplemental assessments and NYS assessments.
- will keep accurate records of all workers' compensation and employers' liability claims.
- is responsible for the prompt reporting of the claims.
- will timely and accurately report its quarterly payroll to the Comp Alliance for NYS assessments.
- will assist the Comp Alliance with the reconciliation of payroll reported on form GA-4 each quarter.

C. Services Provided by the Comp Alliance

The Comp Alliance is a full service, workers' compensation program that provides not only for the payment of claims, but a host of other services to help its members understand the workers' compensation law, their responsibilities, and how to minimize losses in the workplace. Among the services provided by the Comp Alliance are:

Claims Administration:

- Assist members with the implementation of an internal claims reporting system and, as necessary, train members' personnel to ensure the ongoing effectiveness of the reporting system.
- Review and, as necessary, investigate all reported claims to determine compensability
- Prepare and distribute checks for appropriate payment of medical, lost time benefits and expenses.
- Monitor medical treatment and review all medical bills in an effort to minimize medical costs.
- Pursue subrogation whenever it is reasonably anticipated that the Plan may be reimbursed for payments made.
- Provide each member with loss run upon request of the member, which shall include, at a minimum, the: file/claim number; date of accident; name and occupation of injured employee/claimant; description of accident; type of injury/body part; status of claim and classification/severity code; and total medical, indemnity and expense incurred, including payments plus outstanding reserves established by the Plan Manager.
- Represent municipality before the workers' compensation board

Loss Control Services

- Loss control inspections to all members on a regular, recurring basis
- Distribution of information on the establishment and maintenance of safety committees
- Development and training on best practice policies and procedures

Member Services

- Educating members on the changes to Workers' Compensation Law
- Interactive Website with information and resources on Workers' Compensation Law, municipal risk management,
- Online claims portal to allow members access to their claims information.

D. Purpose of Agreement:

The purpose of this Participation Agreement ("the Agreement") is to set forth the respective responsibilities of the Comp Alliance and its members for the efficient and economical evaluation, processing, administration, defense and payment of claims for workers' compensation payments and employers' liability payments through self-insurance and otherwise. The rights and responsibilities set forth in this agreement shall at all times be subject to, and read in conjunction with, the rights, duties and responsibilities of set forth in the Plan Document, the New York State Workers' Compensation Law and all applicable rules, regulations and procedures promulgated by the Workers' Compensation Board of the State of New York.

E. Assessments payable to the Workers' Compensation Board

All members are required to pay an assessment to the New York State Workers' Compensation Board to fund its administration and operations. Until such time as the Workers' Compensation Board implements a system of direct employer charges, the Comp Alliance is required to collect and pay this amount on behalf of its members.

The assessment is charged on a quarterly basis and is based upon the member's reported payroll for each quarter. This charge is separate from your funding contribution to the Comp Alliance, and an estimated, annual assessment fee is collected from each member with its yearly funding contribution. The collection of an estimated amount up front is necessary to comply with the strict payment schedule set by the Workers' Compensation Board and to help protect members from costly penalties resulting from late reporting and payment.

The assessment that is charged by the Workers' Compensation Board each quarter is based upon the member's actual payroll for the quarter, as reported to the Comp Alliance on form GA-4. Since the actual payroll reported each quarter may deviate from the payroll used to estimate the member's annual assessment charge, the Comp Alliance will reconcile the assessment charges paid on your behalf with the amount that we have collected. The reconciliation will show whether the member's estimated assessment is adequate to cover the *actual* assessment. Where the amount collected (estimated assessment) is more than the actual amount paid out, the member will receive a credit toward the following year's estimated assessment. Where the amount collected is less than the actual amount paid out, the member will receive a debit on the following year's assessment.

The payroll submitted by each member on form GA-4 will be reconciled against the payroll it submits to the NYS Department of Taxation and Finance by the Workers' Compensation Board each quarter. The Comp Alliance will receive this reconciliation and members will be called upon to assist the Comp Alliance in clarifying any discrepancies. The Comp Alliance will then submit a reconciliation report to the Workers' Compensation Board explaining any discrepancies along with a payment, if necessary, for the difference owed to the Workers' Compensation Board from the particular member's assessment funds.

Members who withdraw from the Comp Alliance program remain responsible for any assessments due and owing to the Workers' Compensation Board for the period of time that they were a member. Members who withdraw from the Comp Alliance will receive any overpayments after the assessment for the last quarter of their membership has been paid.

The undersigned parties have executed this participation agreement intending to fully bound by its terms and conditions.

Member: City of Newburgh

Date: ____________________

By: ____________________

Name: ____________________

Title: ____________________

Comp Alliance

Date: January 1, 2026

By: Michael Kenneally

Name: Michael Kenneally

Title: Executive Director

Term of Membership: 1/1/26 to 12/31/27

RESOLUTION NO.: 240 -2025

OF

NOVEMBER 10, 2025

A RESOLUTION AMENDING THE 2025 PERSONNEL ANALYSIS BOOK AND AMENDING RESOLUTION NO.: 249-2024, THE 2025 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO ADD ONE PLANNING AND ZONING ADMINISTRATOR IN THE DEPARTMENT OF PLANNING AND DEVELOPMENT

WHEREAS, the Director of Planning and Development proposes to add one Planning and Zoning Administrator position in the Department of Planning and Development at Grade 28; and

WHEREAS, the City Council has determined that adding one Planning and Zoning Administrator position in the Department of Planning and Development at Grade 28 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 2025 Personnel Analysis Book and 2025 Budget be and hereby are amended to one Planning and Zoning Administrator position in the Department of Planning and Development at Grade 28.

F240-25

CITY OF NEWBURGH
DATE ADOPTED: October 15, 2025

PLANNING AND ZONING ADMINISTRATOR

GENERAL STATEMENT OF DUTIES:
Plans, leads and monitors community and economic development projects; Manages the presentation of proposals from the community to the land use boards and participates in the assessment of plans for review and approval; administers the provisions of the Zoning Code; Does related work as required.

DISTINGUISHING FEATURES OF THE CLASS:
This is professional planning work with assignments and responsibilities of difficulty and complexity to provide planning analyses and assistance to the Zoning Enforcement Officer (Building Inspector), Zoning Board of Appeals, the Planning Board, Architectural Review Committee and City departments or as directed by the City Manager. The work is performed under the general supervision of the Director of Planning and Development with leeway for independent judgment.

EXAMPLES OF WORK: (Illustrative Only)

- Initiates and leads studies involving research, investigation and analysis of sociological, economic and environmental factors related to municipal planning;
- Assists in collection, tabulation and analysis of data on statistics, and the writing of reports;
- Initiates applications for external funding; overseas the completion of work on funded projects and completes all reports as required;
- Initiates and assists in studies relating to zoning, parking, traffic and other facilities in the municipality;
- Applies GIS to produce maps and performs spatial queries;
- Works closely with appointed boards and commissions, other City staff, government agency staff, citizens at large, special interest groups and sometimes the City Council and provides leadership to planning initiatives;
- Obtains and prepares statistical data related to capital improvement programs covering such subjects as tax base, elements of municipal indebtedness and sources of revenue;
- Administers and manages both State and Federal grants;
- Ensures compliance with zoning requirements for new projects and existing facilities
- Reviews of requirements of the Zoning Code with applicants
- Reviews development applications for completeness
- Maintains records of planning unit activities.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:
Comprehensive knowledge of the purposes, principles, terminology and practices of municipal planning; Working knowledge of sociological, economic, environmental, engineering, designs and research factors in problems intended to advance new development projects and establish public/private partnerships. In-depth knowledge of the principles and practices of GIS and graphic visual methods as applied to community planning; Working knowledge of methods for data collection analysis and interpretation of statistical data; Demonstration of in-depth knowledge of research methodology and techniques; Ability to assess and apply principles of historic architectural review and planning and comprehensive understanding of streamlining of land use board practices. Ability to understand complex and oral written directions; Ability to get along well with others; Initiative and resourcefulness; Physical demands commensurate with the demands for in-the-field work associated with the responsibilities

MINIMUM QUALIFICATIONS:

A. Graduation from a regionally accredited college or university or one accredited by the New York State Board of Regents to grant degrees with a Master's Degree in city or regional planning, regional management, environmental planning, geography, or urban management and three years' experience working in municipal planning; **OR;**

B. Graduation from a regionally accredited college or university or one accredited by the New York State Board of Regents to grant degrees with a Bachelor's Degree in city or regional planning, regional management, environmental planning, geography, or urban management and five years' experience working in municipal planning.

RESOLUTION NO.: 241 - 2025

OF

NOVEMBER 10, 2025

A RESOLUTION DECLARING POLICE DEPARTMENT AND DEPARTMENT OF PUBLIC WORKS VEHICLES AS SURPLUS

WHEREAS, the City of Newburgh Police Department possesses two 2015 Ford Explorers and one 2017 Ford Explorer which are no longer of use to the City; and

WHEREAS, the City of Newburgh Department of Public Works possesses two 1999 International 4900, one 1999 International 2574, one 1999 International 4700, and one 1986 DI/RE Garbage Truck which are no longer of use to the City; and

WHEREAS, the City Departments have requested that the vehicles be designated as surplus and sold; and

WHEREAS, the City Council has determined that declaring the vehicles as surplus is in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the vehicles identified on the schedule attached hereto and made part hereof are hereby declared to be surplus and of no further use or value to the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Manager and/or City Comptroller be and they are hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus vehicles in accordance with the City of Newburgh's Surplus Property Disposition Policy and Procedure adopted by Resolution No. 174-2014 of July 14, 2014.

Surplus Tracker

Department	Item	Item Description	Quantity	Estimated Individual Value	Estimated Value	What would the department like to do with the surplus??	Council Resolution	Possible Revenue? (If so, how much)
POLICE	2015 FORD EXPLORER	2015 FORD EXPLORER	2	$700.00	$700.00	AUCTION		$1,400.00
POLICE	2017 FORD EXPLORER	2017 FORD EXPLORER	1	$900.00	$900.00	AUCTION		$900.00
DPW	1999 INTERNATIONAL 4900	1999 INTERNATIONAL 4900	2	$500.00	$500.00	AUCTION		$1,000
DPW	1999 INTERNATIONAL2574	1999 INTERNATIONAL2574	1	$500.00	$500.00	AUCTION		$500.00
DPW	1999 INTERNATIONAL 4700	1999 INTERNATIONAL 4700	1	$500.00	$500.00	AUCTION		$500.00
DPW	1986 DI/RE Garbage Truck	1986 DI/RE Garbage Truck	1	$500.00	$500.00	AUCTION		$500.00

RESOLUTION NO.: ___242___ - 2025

OF

NOVEMBER 10, 2025

A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT WITH LADY LIBERTY EQUIPMENT LLC FOR A TRENCH COMPACTOR IN THE AMOUNT OF $33,850.00

WHEREAS, the City duly advertised for bids in Solicitation No. 13.25 for a trench compactor; and

WHEREAS, the City duly received and opened four (4) bid responses, and Lady Liberty Equipment LLC was determined to be the lowest responsible and responsive bidder with a total bid amount of $33,850.00; and

WHEREAS, the cost for the equipment and services will be derived from F.8340.0205 Other Equipment; and

WHEREAS, this Council finds it to be in the best interest of the City of Newburgh to award the bid and enter into a contract with Lady Liberty Equipment LLC for a trench compactor;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for a trench compactor be and is hereby awarded to Lady Liberty Equipment LLC, for the amount not to exceed $33,850.00 and that the City Manager be and he is hereby authorized to enter into a contract for the product in this amount.

5242-25

CITY OF NEWBURGH
Goods Contract

This contract ("Contract") is made and entered into this ______ day of ________________________, 2025 ("Effective Date"), by and between the City of Newburgh, a municipal corporation, with an office address of 83 Broadway, Newburgh, New York 12550 ("City"), and Lady Liberty Equipment LLC, with an office address of 1746 Butler Pike, P.O. Box 102, Grove City, PA 16127 ("Contractor").

WITNESSETH

WHEREAS, the City issued Solicitation #13.25 (the "Solicitation") seeking bids from qualified and experienced bidders with the capability of providing a trench roller (compactor), along with any accessories, software, product warranties, and technical and mechanical support services as set forth in the Solicitation; and

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

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

WHEREAS, Contractor submitted a proposal in response to the Solicitation, as the same was amended through the procurement process; and

WHEREAS, the City evaluated Contractor's proposal and determined that the Contractor's proposal was the lowest responsible and responsive bid to the Solicitation; and

NOW THEREFORE, in consideration of the terms hereinafter mentioned and also the mutual covenants and obligations moving to each party hereto from the other, the Parties hereby agree as follows:

[Remainder of this page intentionally left blank. Terms and conditions to follow.]

1. APPENDICES AND ATTACHMENTS

1.1. The following appendices and attachments, attached hereto, are hereby expressly made a part of this Contract:

Schedule A – Solicitation #13.25, Sections 2 through 5
Schedule B – Pricing Matrix, including warranty and service terms and conditions

2. SCOPE OF SERVICES

2.1. Contractor shall render all goods and deliverables and furnish all materials and equipment necessary to provide the City with the goods and deliverables more specifically described in **<u>Schedule A</u>** (hereafter "Goods"), in a timely and professional manner, using the degree of care, skill, and diligence generally observed by other companies in the industry, and in accordance with the highest professional and industry standards relevant to the Goods as reasonably anticipated based on the applicable Scope of Work.

2.2. Goods shall not be delivered by any other person, entity, agency, affiliate, or subcontractor unless approved by the City in writing. Contractor shall remain responsible for the performance of all of its obligations under this Contract, and for the performance by all third parties providing Goods herein. Any Contract between Contractor and a permitted subcontractor must contain terms and provisions consistent with those contained in this Contract.

3. RATES AND FEES

3.1. For the Goods described in **<u>Schedule A</u>**, Contractor shall be entitled to charge rates and fees as set forth in **<u>Schedule B</u>**.

3.2. Contractor may not charge more than rates and charges set forth in **<u>Schedule B</u>**.

3.3. 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.

3.4. For any additional goods or services proposed or requested, the compensation to be paid will be identified in a supplemental Contract as applicable.

3.5. Payments under this Contract shall be made in arrears of work increment(s) completed to the satisfaction of the City and upon submittal of an invoice to the City. If not otherwise specified, payment for services rendered will be processed within thirty (30) days upon presentation of the invoice.

3.6. At the conclusion of delivery of Goods to the City's satisfaction, Contractor shall submit a final invoice for any remaining amounts due. This invoice shall be prominently identified as 'FINAL INVOICE'.

3.7. Contractor agrees that no charges or claim for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the City may decide, it being understood, however, that the permitting of the Contractor to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein.

4. TERM

4.1. This Contract will commence on the Effective Date and will continue until the end of the service period for technical and mechanical problems as set forth in **Schedule B**, or terminated in accordance with Section 9.

5. CONTRACTOR'S OBLIGATIONS

5.1. Contractor shall:

5.1.1. Apply such time, attention, and reasonable skill and care as may be necessary or appropriate for its proper performance and provision of the Goods;

5.1.2. Use industry and proprietary tools and data for the provision of Goods that are generally accepted as suited in the industry;

5.1.3. Comply with all applicable laws in connection with its performance of Goods hereunder;

5.1.4. Comply with all reasonable directions regarding the Goods communicated to it from time to time by the City;

5.1.5. Keep confidential materials that are in its possession or control safe and secure;

5.1.6. Deliver all Goods by the dates set out in the applicable Scope of Work or any other delivery date(s) agreed by the Parties in writing.

5.2. If at any time Contractor becomes aware that it may not be able to perform or deliver the Goods by any date set out in the applicable scope of work (or any other deadline agreed by the Parties in writing), Contractor will promptly notify the City and give details of the reasons for the delay. Unless the delay is caused by Force Majeure, Contractor's failure to perform will represent a material breach of this Contract entitling the City to terminate this Contract and pursue its legal and equitable remedies if the breach.

6. CONFIDENTIAL INFORMATION

6.1. Any information provided by the City to Contractor shall be deemed confidential. Contractor shall not disclose any information to a third-party unless authorized by the City in writing.

6.2. The obligations contained in this section shall survive the termination or expiration of any relationship between the parties into perpetuity.

7. WORK PRODUCT

7.1. Contractors must provide any written records in Word, Excel, PDF or another format acceptable to the City and be able to share documents with the City in electronic format via email or managed file transfer (for larger sized documents) in a manner acceptable to the City.

7.2. All records in any form (e.g. written, visual, audio, etc.) produced by the Contractor shall be property of the City. All records produced by the Contractor for the City, or on behalf of the City, shall not be used for any purpose without the City's written consent. At the conclusion of any engagement, either as a result of termination or the natural conclusion of the engagement, all records shall be turned over to the City within 60 days, or as may be extended in writing by the City.

7.3. All information collected or otherwise obtained by the Contractor, the Contractor's staff and all subcontractors in performance under the Contract is proprietary and may not be disclosed to any party other than the City without the City's express written consent.

7.4. The obligations contained in this section shall survive the termination or expiration of any relationship between the parties into perpetuity.

7.5. Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years from the date of creation or three (3) years after final payment is remitted by the City, whichever is later. Any authorized representatives of the City, New York State, or Federal Government shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for inspection, auditing, and copying.

7.6. The City reserves the right to use any work product prepared under this Contract regardless of whether the Contract is terminated or the project is suspended or abandoned. This right allows the City to use these documents in the future for the same project, a modified version of it, or for one that is similar.

8. KEY INDIVIDUALS AND ASSOCIATES

8.1. Should Contractor fail to provide at least the staffing mutually agreed upon by the City and Contractor during the term of the Contract, the City will have the right, in addition to any other right set forth herein, to prospectively renegotiate fees in light of any staffing deficiency.

8.2. Contractor may allocate suitable associates with appropriate levels of experience and seniority to provide the Goods. The composition of Contractor's team assigned to the City and the allocation of their work time will comply with the specifications set forth in the relevant scopes of work.

8.3. Contractor will appoint specifically named key individuals to be actively involved in the provision of the Goods. Should any key individual leave Contractor's employment or cease to be involved in the provision of Goods for any reason Contractor will consult the City and, subject to the City's written approval, appoint a suitable replacement. Any such change in the key individuals will occur with full and timely transfer of know-how at Contractor's sole expense.

9. TERMINATION

9.1. The City may terminate this Contract upon fourteen (14) days written notice to the Contractor. Contractor may terminate this Contract only if the City substantially fails to perform in accordance with Section 3 of this Contract regarding payment for Goods. Prior to Contractor terminating this Contract, a Notice of Termination must be given in writing and in accordance with the notice provision in Section 10 (Miscellaneous Provisions), below, to the City that allows the City fourteen (14) days to correct any default. If the default is corrected/cured, Contractor may not terminate this Contract.

9.2. Not applicable.

9.3. The City may immediately cancel this Contract on notice to Contractor if the City receives information that any work under this Contract conflicts with the provisions of any applicable law establishing a Code of Ethics for Federal, State or City officers and employees.

10. INSURANCE AND RISK MANAGEMENT

10.1. The parties agree that Contractor, its agents, officers, and employees, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of the City.

10.2. Contractor agrees to hold harmless, defend, and indemnify the City, and the officers, agents, and employees of the City from all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith, resulting from or in any manner arising out of or in connection with any negligent act or omission or willful misconduct on the part of the Contractor, its officers, agents, and employees, in the performance of this Contract. This provision shall survive the expiration or termination of this Contract.

10.3. Contractor shall not commence work until the City has received evidence of the insurance policies and/or coverages required in this section and approved the same.

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

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

The minimum liability limits shall be as follows:

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

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

10.4.3. Products liability insurance in the amount of $1,000,000 in the general aggregate.

10.4.4. Warranty and Indemnity Insurance (or Representations and Warranties Insurance) in the amount of $1,000,000 in the general aggregate.

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

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

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

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

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

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

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

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

10.11.2. For claims related to the work, Contractor's insurance coverage shall be primary insurance as respects the City of Newburgh, their officers, employees, representatives, volunteers, and agents. Insurance or self-insurance maintained by the City, their officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor's insurance and shall not contribute with it.

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

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

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

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

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

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

10.16. Contractor's insurances shall be primary in any suit by a third-party that names both the City and Contractor as defendants to an action.

10.17. Contractor waives and releases the City from any and all claims and liability or responsibility with respect to any losses covered by Contractor's insurance, including losses arising out of the inability to conduct business. Contractor agrees that its insurance companies shall have no right of subrogation against the City on account of this release.

11. MISCELLANEOUS

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

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

11.3. Contractor certifies compliance with providing a drug-free workplace.

11.4. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11.5. Contractor warrants that no officer or employee of the City of Newburgh has received, or shall receive, compensation from the Contractor or subcontractors for work performed in the execution of this Contract, or for any architectural or engineering services, public or private, performed for the Contractor or its subcontractors.

11.6. This Contract shall be binding on, and inure to the benefit of, the successors and permitted assigns of the parties.

11.7. Contractor may not assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title or interest therein, or its power to execute such Contract, to any other person, company or corporation, without written consent of the City. If this provision is violated, the City may revoke and annul the Contract and the City shall be relieved from all liability and obligations thereunder to the person, company or corporation to whom the Contractor shall purport to assign, transfer, convey, sublet or otherwise dispose of the Contract without such consent in writing of the City.

11.8. Notice for either party may be served by delivering it in writing via any form of United States Postal Service that contains a tracking number, or by Federal Express, or by United Parcel Service, to the respective party and address as shown on the Contract page.

11.8.1. Notice served upon the City shall be delivered to:

City of Newburgh
attn.: City Manager
83 Broadway
Newburgh, New York 12550

11.8.2. Notice served upon Contractor shall be delivered to:

Lady Liberty Equipment LLC
attn: Morgan Underwood
1746 Butler Pike
P.O. Box 102
Grove City, PA 16127

11.9. In the event of any claims made or any actions brought against the City in connection with the Contract, Contractor agrees to provide all information and assistance in the City's opinion that is reasonably necessary to defend such Claim.

11.10. The State courts located in New York State, County of Orange, shall have exclusive jurisdiction to adjudicate any disputes arising out of or relating to, this Contract. Each party hereto consents to the jurisdiction of such court and waives any right it may otherwise have to challenge the appropriateness of the forum for any reason. Arbitration shall not be used to resolve any claims, controversies, or disputes between the parties.

11.11. This Contract shall be governed and construed in accordance with the laws of the State of New York, without giving effect to any conflict of laws principles that may apply.

11.12. This Contract constitutes the entire Contract between the parties with respect to the subject matter hereof and supersedes all other prior Contracts and understandings, both written and oral, between the parties with respect to the subject matter hereof. Any changes to this Contract may be amended by mutual consent of the parties hereto in writing.

11.13. This Contract may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

11.14. In the event that any provision of this Contract is held to be unenforceable under applicable law, this Contract will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

12. CERTIFICATION FOR FEDERAL OR STATE AID CONTRACTS (IF APPLICABLE)

12.1. Should this Contract, or any portion thereof, be funded with federal or state aid, Contractor certifies, by signing this Contract, to the best of its knowledge and belief, that:

12.1.1. No federal or state appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal or state agency, an elected member of federal or state government, an officer or employee of an elected member of federal or state government, in connection with the award of any federal or state contract, the making of any federal or state grant, the making of any federal or state loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.

12.1.2. If any funds other than federal or state appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal or state agency, an elected member of federal or state government, an officer or employee of an elected member of federal or state government in connection with this contract, the undersigned shall complete and submit a "Disclosure Form to Report Lobbying," in accordance with its instructions.

12.1.3. The signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership):

12.1.3.1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal or state agency;

12.1.3.2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal or state agency within the past three years;

12.1.3.3. Does not have a proposed debarment pending; and

12.1.3.4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

Signature Page
Contract for Trench Roller/Compactor
City of Newburgh with Lady Liberty Equipment LLC

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 / CEO

DATED: ________________, 2025

LADY LIBERTY EQUIPMENT LLC

By: ______________________________
Name: Morgan Underwood
Title: Managing Member

Acknowledgment Page
Contract for Trench Roller/Compactor
City of Newburgh with Lady Liberty Equipment LLC

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

2. Specifications: Trench Roller (Compactor)

Wacker Neuson RTD-SC4 Standard

WACKER NEUSON
all it takes!

RTD-SC4 Standard

Trench Roller

New Look; Proven Compaction

The RT trench roller with the SC4 remote control provides proven compaction performance with greater serviceability, durability, and a best-in-class operator experience. With greater access to hydraulic components and fewer parts, the RT trench roller offers high reliability and a lower cost of ownership. The intuitive remote control with an LED display puts the data and controls in the operator's hands, eliminating the need to enter trenches, which enhances worksite safety.

Highlights

- Service Accessibility
- Worksite Safety
- Patent Pending Return to Center
- All-in-One Personal Remote Control
- Tip Over Protection

Technical Data

Mechanical - Output Details	
Travel speed	0.8 - 1.7 m/H
Frequency Level I Hz	42.0 Hz
Mechanical Details	
Length	75.5 "
Width	32.3 "
Height	51.2 "
Operating weight	3,200.0 lb
Drum width	10.9 "
Engine	
Nominal Engine speed	3,000.0 1/min
Engine Manufacturer	Kohler
Environment Data	
Sound level LpA	109.0 dB(A)
Electrical System	
Remote Control Range	98.4 Foot
Remote Control Bat. Capacity	12.0 h
Recommended Battery typ	Ni-MH 7,2V/2000mAh
Operating Fluids	
Fuel Tank capacity	9.5 gal US
Fuel consumption	0.7 GPH US

3. Alternative ("Or Equal")

- The use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.
- A contract, if awarded, may be on the basis of the equipment as described in the Specifications, and "or equal" items submitted by the bidder and accepted by the City.
- When submitting an "Or Equal" bid it must at least meet or exceed the Wacker Neuson RTD-SC4 Standard specifications.
- If submitting an alternative ("or equal"), the bidder must submit two (2) copies of brochures/catalogs, specifications, and any other pertinent information, with the bid.
- Bidder must submit support that the alternative ("or equal") meets or exceeds Wacker Neuson RTD-SC4 Standard specifications.
- Determination as to whether an alternate is equal is the sole determination of the City.
- If an alternate is bid, the City reserves the right to request a demonstration of the specific model.

4. Bidder Qualifications

- Bidder represents that all equipment offered under this specification shall be new.
- Vendor is to provide all operation manuals for trench roller (compactor).
- All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the vendor. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.
- All equipment and parts provided shall meet or exceed all Federal and State of NY laws, regulations, and standards in effect and applicable to equipment furnished at the time of manufacture.
- The following shall be considered the minimum requirements to qualify for Bidding:
    1. Be an established business, registered to do business in the State of New York.
    2. Must be doing business with or have done business within the past 2 years with at least one (1) other municipality providing similar equipment of equal or greater value.

3. If submitting a bid for an alternative ("or equal") to the Trench Roller as described in specifications the bidder shall submit support that the alternative ("or equal") meets or exceeds Wacker Neuson RTD-SC4 Standard specifications.

4. The bidder will make known and support any product warranties included in the final bid.

5. Insurance Requirements

- The selected vendor must provide proof of required insurances.
- The selected vendor shall be required to obtain, at vendor's sole cost and expense, the types and amounts determined by the City in its sole discretion, including but not limited to those set forth in the City's Goods Contract.
- The selected vendor shall submit the certificates of insurance from the insurer showing that the selected vendor has insurance in the required types and amounts.

13. Submittal Form A

INVITATION FOR BIDS (IFB) #13.25
TRENCH ROLLER (COMPACTOR)
FOR THE
CITY OF NEWBURGH, NEW YORK

I (We) hereby submit the following **Total Bid** for consideration by the City of Newburgh.

The City of Newburgh is Tax Exempt.

***TOTAL Bid ($):** 33,850.00

*The Total Bid will be for the complete (all inclusive) purchase price for the Trench Roller, delivery, warranties, etc.

Is this an alternative ("or equal") to the Trench Roller as described in specifications? no

Will the product be available upon agreement signing? If not describe availability.

The current lead time for this unit is 3-4 weeks mell

COMPANY NAME:

Lady Liberty Equipment LLC

COMPANY ADDRESS:

1746 Butler Pike, Grove City, PA 16127

PHONE NO. [redacted] **EMAIL ADDRESS** [redacted]

SUBMITTED BY/DATE

10/7/25

(SIGNATURE IN BLUE INK)

Kohler Warranty

Diesel Engines
DIESEL ENGINES GLOBAL WARRANTY TERMS

1. WARRANTY PERIOD
Discovery Energy, LLC warrants to the End User that each Diesel engine will be free from manufacturing defects in materials or workmanship in normal service for the applicable coverage period or operating hours (whichever comes first) set forth below, provided the engine is operated and maintained in accordance with Discovery Energy, LLC.'s instructions and manuals.

ENGINE SERIES WARRANTY PERIOD OPERATING HOURS WARRANTY COVERAGE
Rehlko Diesel (KDI excl.) 3 Years 0 – 2.000 hours 100% Parts & Labor
KDI 3 Years 0 – 2.000 hours 100% Parts & Labor
2.001 – 6.000 hours 100% Parts*

*Major component defects are failures related to crankcase casting, cylinder head casting, crankshaft, crankshaft pulley, camshaft,connecting rod, flywheel, oil pump.

Lombardini Diesel 2 Years 0 – 2.000 hours 100% Parts & Labor

For the Warranty Period stated above, the period begins on the date of purchase of the finished equipment on which the engine is installed. If no hour meter is installed on the application, the Operating Hours will be calculated as 4 hours of use per day for 5 days per week beginning on the date of purchase.

Discovery Energy, LLC.'s obligation under this warranty is expressly limited, at its option, to an appropriate adjustment, repair or replacement of such part or parts as found to be defective following an inspection by Discovery Energy, LLC or an authorized service facility designated by Discovery Energy, LLC.

SPARE PARTS WARRANTY PERIOD OPERATING HOURS WARRANTY COVERAGE
Discovery Energy, LLC and Lombardini
Diesel Parts 2 Years 0 – 2.000 100% Parts & Labor
Parts/components that are scheduled to be replaced as part of the required maintenance schedule will be covered under Discovery Energy, LLC's warranty from date of purchase of the part up to the first scheduled replacement point for the subject parts/ components.

All other Spare Parts items are covered by the above warranty provided that the repairs have been executed by Discovery Energy, LLC or by an Authorized Service Dealer.

2. EXCLUSIONS
The following items are not covered by this warranty.

Damage caused by: (i) an accident or casualty; (ii) unreasonable use or neglect; (iii) normal wear; (iv) premature wearfrom improper maintenance; (v) improper storage; (vi) old or contaminated fuel left within the fuel system, which includes butis not limited to tanks, fuel lines, or fuel injection components; (vii) unapproved modifications.
Failures caused by: (i) faulty repairs made by any party other than Discovery Energy, LLC or an authorized service facility designated by Discovery Energy, LLC; (ii) use of non-Rehlko replacement service parts; or (iii) additional damages caused by a lack of prescribed actions as a result of an alarm light activation, either caused by fault or negligence or un-attended use of the engine; (iv)an act beyond the control of Discovery Energy, LLC, which includes but is not limited to theft, vandalism, fire, lightning, earthquake,windstorm, hail, volcanic eruption, flood or tornado.
Transportation charges or travel expenses in connection with the repair or replacement of defective parts on the engine.
Engine accessories such as fuel tanks, clutches, transmissions, power drive assemblies, and batteries, unless supplied or installed by Discovery Energy, LLC .
Engines installed in an application not formally reviewed by Rehlko .
Rental of other equipment during performance of warranty repairs. All items subject to wear and to periodical maintenance such as listed in the Use & Maintenance Manual (such as air, oil or fuel filters, belts etc.) are warranted for a period equal to the prescribed interval of replacement as listed in the Manual.
Fuel, lubricating oil, coolant/antifreeze.
IMPLIED OR STATUTORY WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY. Discovery Energy, LLC . MAKES NO OTHER EXPRESS WARRANTY, NOR IS ANYONE AUTHORIZED TO MAKE ANY ON Discovery Energy, LLC 'S BEHALF. Discovery Energy, LLC AND/OR THE SELLER SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

3. TO OBTAIN WARRANTY SERVICE

The repair shall be executed by a REHLKO Authorized Service Dealer designated by Discovery Energy, LLC.

USA & CANADA:

List of Authorized dealers can be found by visiting www.kohlerengines.com or telephone 1-800-544-2444 (U.S.A. and Canada) ENGINE DIVISION, Discovery Energy, LLC, Kohler Wisconsin

EUROPE, MIDDLE EAST, AND ASIA:

List of Authorized dealers can be found by visiting https://www.engines.rehlko.com/dealers

CHINA AND ASIA PACIFIC:

List of Authorized dealers can be found by visiting https://www.engines.rehlko.com/dealers

CENTRAL AND SOUTH AMERICA:

List of Authorized dealers can be found by visiting https://www.engines.rehlko.com/dealers

INDIA:

List of Authorized dealers can be found by visiting https://www.engines.rehlko.com/dealers
Note: Specific Warranty Terms and conditions do apply to engines directly sold in India.

4. OWNER'S WARRANTY RESPONSIBILITIES

1. As the off-road engine owner, you are responsible for the performance of the required maintenance listed in your Use &Maintenance Manual. Discovery Energy, LLC . recommends that you retain all receipts covering maintenance on your off-road & marineengine, but Discovery Energy, LLC cannot deny warranty solely for the lack of receipts or for your failure to ensure the performance or fall scheduled maintenance.

2. As the off-road & marine engine owner, you should however be aware that Discovery Energy, LLC may deny you warranty coverage if your off-road & marine engine or a part shows signs of malfunction or failed due to abuse, neglect, improper maintenance or unapproved modifications.

3. Your engine is designed to operate on diesel fuel only. Diesel fuel an all other fluids used shall comply with the recommendation listed in the Use & Maintenance Manual. Use of any other fuel or fluids may result in your engine breakage, premature wear or no longer operating in compliance with the California & US EPA emissions requirements.

4. You are responsible for initiating the warranty process. The ARB & US EPA suggest that you present your off-road &Marine engine to a Kohler Co. dealer as soon as a problem exists. The warranty repairs should be completed by the dealers expeditiously as possible.

5. COVERAGE

Kohler Co. will repair or replace emission control system parts, components and sub-assemblies found to be defective with respect to materials or workmanship at no cost to you including engine exhaust system related diagnosis, labor and parts, provided that no un-authorized modification of any kind has been executed on the engine, and its parts, components and sub-assemblies.

The choice and responsibility of the decision to repair or replace an emission control system defect will be solely that of Discovery Energy, LLC. Emission control system parts/ components covered by the Federal and California Emission Control Systems Limited Warranty are listed below

- Fuel injector(s)
- Injection pump(s)
- Exhaust manifold
- Intake manifold
- Exhaust gas recirculation (EGR) tube
- Crankcase ventilation valve - Electronic control unit (ECU) if equipped
- Sensors associated with ECU operation
- Emission control information labels
- Turbocharger (if equipped)
- Fuel limiting device
- Aftertreatment Systems if equipped and other components when present

Parts/components that are scheduled to be replaced as part of the required maintenance schedule will be covered under the warranty provisions for a period of time up to the first scheduled replacement point for the subject parts/ components. Subsequent damage to other engine components as a direct result of a warrantable failure an exhaust emission part/ component will be covered under the warranty provisions described herein.

6.MAINTENANCE AND REPAIR REQUIREMENTS

THE OWNER IS RESPONSIBLE FOR THE PROPER USE AND MAINTENANCE OF THE ENGINE. Discovery Energy, LLC . RECOMMENDS THAT ALL RECEIPTS AND RECORDS COVERING THE PERFORMANCE OF REGULAR MAINTENANCE BE RETAINED IN CASE QUESTIONS ARISE. IF THE ENGINE IS RESOLD DURING THE WARRANTY PERIOD, THE MAINTENANCE RECORDS SHOULD BE TRANSFERRED TO EACH SUBSEQUENT OWNER. Discovery Energy, LLC MAY NOT DENY WARRANTY REPAIRS SOLELY BECAUSE OF THE LACK OF REPAIR, MAINTENANCE OR FAILURE TO KEEP MAINTENANCE RECORDS. NORMAL MAINTENANCE, REPLACEMENT OR REPAIR OF EMISSION CONTROL DEVICES AND SYSTEMS MAY BE PERFORMED BY ANY REPAIR ESTABLISHMENT OR INDIVIDUAL; HOWEVER, WARRANTY REPAIRS MUST BE PERFORMED BY A KOHLER AUTHORIZED SERVICE CENTER.

7.CALIFORNIA AND FEDERAL EMISSION CONTROLWARRANTY STATEMENT, OFF-ROAD & MARINE DIESEL ENGINES (USA ONLY)

THE CALIFORNIA AIR RESOURCES BOARD (CARB), U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA), AND Discovery Energy, LLC ARE PLEASED TO EXPLAIN THE EMISSION CONTROL SYSTEM WARRANTY ON YOUR [CURRENT MODEL YEAR – {2+ CURRENT MODEL YEAR}] OFF-ROAD COMPRESSION IGNITION AND MARINE (DIESEL) ENGINE. In CALIFORNIA ("THE STATE") and US EPA REGULATED REGION, NEW HEAVY-DUTY OFF-ROAD & MARINE ENGINES MUST BE DESIGNED, BUILT AND EQUIPPED TO MEET THE STATE'S AND US EPA ANTI-SMOG STANDARDS. THE WARRANTY PERIOD SHALL BEGIN ON THE DATE THE ENGINE OR EQUIPMENT IS DELIVERED TO AN ULTIMATE PURCHASER. Discovery Energy, LLC MUST WARRANT THE EMISSION CONTROL SYSTEM ON YOUR ENGINE FOR THE PERIODS OF TIME LISTED IN THE SECTION BELOW, PROVIDED THERE HAS BEEN NO ABUSE, NEGLECT OR IMPROPER MAINTENANCE OF YOUR ENGINE.

YOUR EMISSION CONTROL SYSTEM MAY INCLUDE PARTS SUCH AS THE FUEL INJECTION SYSTEM AND THE AIR-INDUCTION SYSTEM. ALSO INCLUDED MAYBE HOSES, BELTS, CONNECTORS AND OTHER EMISSION RELATED ASSEMBLIES.

WHEN A WARRANTABLE CONDITION EXISTS, Discovery Energy, LLC WILL REPAIR YOUR HEAVY-DUTY OFF-ROAD & MARINE ENGINE AT NO COST TO YOU INCLUDING DIAGNOSIS, PARTS AND LABOR.

THE OWNER SHALL NOT BE CHARGED FOR DIAGNOSTIC LABOR THAT LEADS TO THE DETERMINATION THAT A WARRANTED PART IS IN FACT DEFECTIVE, PROVIDED THAT SUCH DIAGNOSTIC WORK IS PERFORMED AT A WARRANTY STATION.

MANUFACTURER'S WARRANTY COVERAGE:

THE [CURRENT MODEL YEAR – {2+ CURRENT MODEL YEAR}] HEAVY-DUTY OFF-ROAD & MARINE ENGINES ARE WARRANTED FOR THE PERIODS LISTED BELOW. IF ANY EMISSION-RELATED PART ON YOUR ENGINE IS DEFECTIVE, THE PART WILL BE REPAIRED OR REPLACED BY Discovery Energy, LLC

Variable speed or constant speed $kW < 19$ Any speed 1,500 hours or two years, whichever comes first.
Constant speed $19 \leq kW < 37$ 3,000 rpm or higher 1,500 hours or two years, whichever comes first.
Constant speed $19 \leq kW < 37$ Less than 3,000 rpm 3,000 hours or five years, whichever comes first.
Variable speed $19 \leq kW < 37$ Any speed 3,000 hours or five years, whichever comes first.
Variable speed $kW \geq 37$ Any speed 3,000 hours or five years, whichever comes first.

Marine Diesel Engine

Engine Power Warranty Period

kW < 19 1,500 hours or 2.5 years, whichever comes first.

19 ≤ kW < 37 2,500 hours or 3.5 years, whichever comes first.

37 ≤ kW < 75 5,000 hours or 5 years, whichever comes first.

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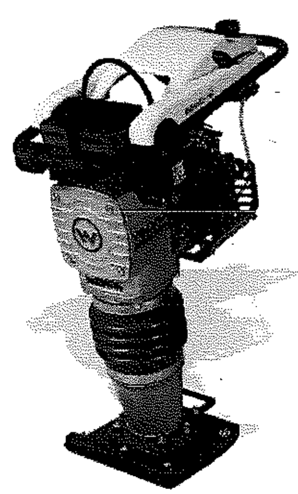
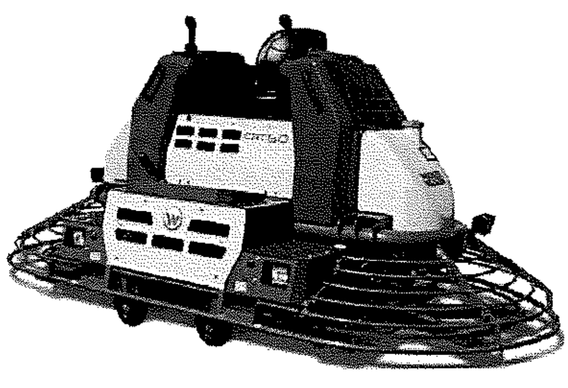
Light Construction Equipment Distributor Warranty Policy





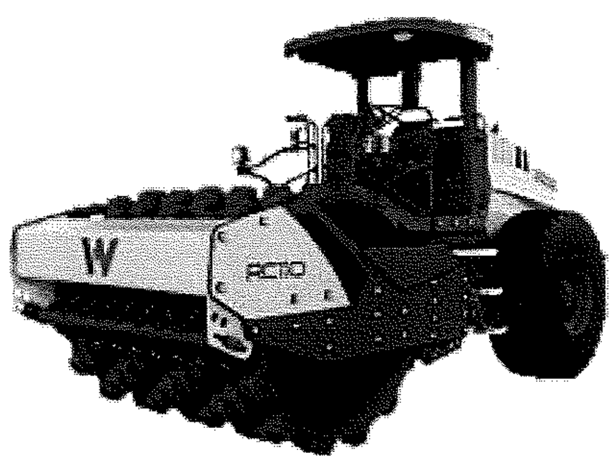


Table of Contents

Preface	Page 3
Distributor's Warranty Responsibilities	Page 3
Standard Warranties	Page 3
Standard Warranty Coverage Period	Page 4
Warranty Limitations	Page 5
Disclaimer of Other Warranties	Page 6
Disclaimer of Other Liabilities	Page 6
Additional Terms and Conditions	Page 7
Flat Rate Explanation	Page 8
Warranty Claim Submittal Instructions	Page 8

PREFACE

This warranty policy ("Policy") covers Light Equipment products manufactured and/or sold by Wacker Neuson Corporation and its subsidiaries ("Wacker Neuson"). Compact Equipment and Climate Control Products will have detailed policies separate from this one.

DISTRIBUTOR WARRANTY RESPONSIBILITIES

This Policy is to be used as a guide in determining warranty coverage and claim procedures for all Wacker Neuson Light Construction Equipment ("Equipment"). Refer to this Policy when deciding whether a warranty claim may be justified and utilize it as a procedural guide for validity when completing warranty claims.

Warranty repair is the responsibility of all authorized Wacker Neuson Distributors ("Distributors"). Credit for accepted warranty repairs will only be given after the receipt by Wacker Neuson of Distributor's properly completed Wacker Neuson warranty claim. Warranty claim submittal requirements are described later in this Policy.

Distributor's warranty responsibility begins upon first receipt of new Equipment from Wacker Neuson. Each Distributor is responsible for inspecting Equipment for damage upon receipt; damage incurred during transit should be noted with the shipper prior to accepting the Equipment. The cost to repair damages incurred during transit will be settled between the receiving Distributor and the shipper. Damages incurred during transit will not be covered under the exclusive warranties and remedies contained in this Policy.

Distributors shall store new Equipment as is necessary to prevent deterioration, environmental damage or other damage and shall take such steps as are necessary to keep Equipment in sellable condition, and to prepare Equipment for delivery to the end-user upon sale or assignment to their rental fleet. Such steps may include, by way of example, without limitation, storage of the equipment indoors, covered, or otherwise protected with proper preventative coatings or sealants and maintenance of batteries so as to avoid discharge and/or sulfation.

Before transferring Equipment to the end-user, Distributors shall review the Operator Manual with the end-user and review the preventive maintenance schedule, basic operation of the Equipment, and the warranty coverage. The end-user must be informed that only an authorized Wacker Neuson Distributor can perform any warranty repair and that only Wacker Neuson parts may be used.

Distributor shall repair and file a warranty claim with Wacker Neuson once the Distributor determines that the repair is covered by this Policy. The Distributor should order the parts from Wacker Neuson as required to facilitate the repair. Upon receipt of the parts, Distributor should make the repair and test the Equipment. Upon completion of repair, the Distributor shall then submit a warranty claim to Wacker Neuson for final determination as to whether the repair falls within the guidelines of this Policy. Warranty claims shall include the serial number; supporting documentation, photos, and any other required field in the online claim submission portal. Defective parts must be held by the Distributor until they receive either an RGA (Return Goods Authorization) number or 90 days from completion of the repair.

Conditions which would require preapproval and an authorization number from a Wacker Neuson warranty representative:

(a) Any repair which parts and labor are estimated to be greater than or equal to 50% of the dealers net price of the machine.
(b) Any use of 3rd party contract maintenance and/or service providers.

STANDARD WARRANTIES

Wacker Neuson warrants that all new Equipment will be free from defects in materials and workmanship, under normal use and service, for the applicable coverage period(s) listed in the "STANDARD WARRANTIES COVERAGE PERIOD" below. The coverage period start date is the earlier of (A) the date of sale of Equipment to the first end user, (B) assignment of the Equipment into a rental, re-rent or demo fleet or (C) twenty four (24) months after the date Wacker Neuson invoices the Distributor for the Equipment, whichever event hereof occurs first. Equipment placed into the Distributor Floor Plan program must remain in new condition. For further detail on allotted hours please refer to the current Distributor Sales Policy. **Engines and engine components (including the emissions system) are warranted solely through the engine manufacturers' authorized distribution network or associated authorized service centers, and any warranty repairs of engines must be performed by such engine manufacturer's authorized distributors or service centers.**

Wacker Neuson warrants that any Light Equipment purchased out of Wacker Neuson's demonstration inventory will be free from defects in materials and workmanship, under normal use and service, for a period of six (6) months from the date of sale, or the remainder of the standard Wacker Neuson new Equipment warranty described below starting from the date of first sale out of Wacker Neuson demonstration fleet, whichever period is greater. Sale of demonstration Equipment is not considered as a sale of new Equipment for warranty purposes unless otherwise agreed to by authorized employees of Wacker Neuson.

Equipment purchased through auctions do not qualify for any warranties under this Policy and are purchased "as is".

If within the applicable warranty period, any Equipment shall be proved to Wacker Neuson's satisfaction to be in need of other than routine service and/or preventative maintenance, such Equipment shall be repaired or replaced only within the guidelines of this Policy.

WACKER NEUSON'S SOLE OBLIGATION FOR VALID WARRANTY CLAIMS SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE EQUIPMENT BY WACKER NEUSON OR A WACKER NEUSON AUTHORIZED DISTRIBUTOR, AT WACKER NEUSON DISCRETION, WHICH SHALL BE THE END-USER'S EXCLUSIVE REMEDY HEREUNDER

Only duly authorized personnel of Wacker Neuson can approve warranty claims or modify this Policy, in writing, in any manner.

THE ABOVE WARRANTIES AND REMEDIES ARE EXCLUSIVE and shall not be deemed to have failed of its or their essential purpose as long as Wacker Neuson or its authorized Distributor is willing and able to repair or replace the Equipment in question within a reasonable time after the end-user proves to Wacker Neuson that a valid warranty claim exists.

STANDARD WARRANTY COVERAGE PERIOD

Type of Equipment			1 Year	2 Year	3 Year	4 Year	5 Year
COMPACTION EQUIPMENT	Rollers	Ride On	X				
COMPACTION EQUIPMENT	Rollers	Walk Behind	X				
COMPACTION EQUIPMENT	Rollers	Pro Rollers	X				
COMPACTION EQUIPMENT	Rollers	RTX SC2 &SC3[1]					X
COMPACTION EQUIPMENT	Vibratory Plates	Single Direction (WP, VP)	X				
COMPACTION EQUIPMENT	Vibratory Plates	Reversible Direction*					X
COMPACTION EQUIPMENT	Vibratory Rammers (effective March 2014)[2]				X		
CONCRETE EQUIPMENT	Backpack and Pole Vibrators		X				
CONCRETE EQUIPMENT	Concrete Screeds (truss & wet)		X				
CONCRETE EQUIPMENT	Converters for External Vibration Equipment		X				
CONCRETE EQUIPMENT	Modular Internal & External Concrete Consolidation Equipment	M1500 Motor		X			
CONCRETE EQUIPMENT	Modular Internal & External Concrete Consolidation Equipment	M2500 Motor		X			
CONCRETE EQUIPMENT	Modular Internal & External Concrete Consolidation Equipment	All Other Equipment	X				
CONCRETE EQUIPMENT	Trowels	Walk Behind		X			
CONCRETE EQUIPMENT	Trowels	Ride On		X			
CONCRETE EQUIPMENT	IRFU Internal Vibrators[3]				X		
GENERATORS & LIGHT TOWERS	Mobile Generators (4 years on Basler control panel)			X			
GENERATORS & LIGHT TOWERS	GP, GPS, & GV Portable Generators				X		
GENERATORS & LIGHT TOWERS	GPSi Inverter Type Generator						X
GENERATORS & LIGHT TOWERS	Light Towers			X			
GENERATORS & LIGHT TOWERS	Light Balloons		X				

* For machines sold after March 9, 2016.

			Year 1	Year 2	Year 3	Year 4	Year 5
PUMPS	Diaphragm Pumps			X			
PUMPS	Electric Submersible Pumps			X			
PUMPS	Diesel powered APT Pumps (or 3,000 hours, whichever is first)			X			
PUMPS	Remaining Trash and Dewatering Pumps		X				
BREAKERS	Gasoline Powered Breakers		X				
BREAKERS	Electric Breakers	EH65 and EH75[3]			X		
BREAKERS	Electric Breakers	All other electric breakers		X			
SAWS	Cut Off Saws (Handheld)		X				
SAWS	Walk Behind Floor Saws		X				
Batteries and Hydraulic Hoses covered at 100% parts and labor during the first 12 months of warranty period.							
Spare parts are warranted for six (6) months from the date of sale to end user or the remainder of the machine standard warranty coverage period, whichever is greater.							

WARRANTY LIMITATIONS

A. The above warranties do not apply in the following cases:

a) Use of non-OEM Wacker Neuson parts, components and/or use of non-authorized/approved accessories. Use of non-OEM Wacker Neuson parts, components and/or non-authorized/approved accessories must be pre-authorized in writing by a Wacker Neuson Warranty representative.

b) Performance of repairs by anyone who is not an authorized Distributor of Wacker Neuson. Wacker Neuson at its sole discretion may require the performance of warranty repairs to be perfomed by certified trained technicians.

In the above cases warranties may be partially or completely voided, at Wacker Neuson's sole discretion.

B. The above warranties will be voided if tamper proof seals on specific components are broken or removed.

C. The above warranties do not apply to failures in Equipment, replacement parts, components, attachments, or batteries and hydraulic hoses resulting from:

a) Unauthorized or improper use, operation, maintenance, alteration or modification, except as directed in writing by authorized Wacker Neuson personnel.

b) End-user's or any third party's negligence.

c) Use of improper fluids and/or oils.

d) Connection and/or operation of electrical equipment at voltages other than the range specified for the unit (includes damages cause by low/high supply voltage).

e) Any natural disaster, acts of nature, or other external factors such as but not limited to flood, wind, fire, or lightning.

f) Damage due to shipping, transport, or handling.

g) Storage conditions and/or environmental damage in a corrosive atmosphere, or otherwise in contact with corrosive materials.

h) Accident, neglect, or unreasonable use or operation of the equipment.

i) Operation of equipment with components which do not match or meet the specifications recommended by Wacker Neuson.

j) Any other act, omission, or circumstance beyond Wacker Neuson's reasonable control.

k) Required exhaust system regeneration or issues with exhaust after-treatment system.

l) Technician travel time and/or mileage, towing, or transport costs, machine downtime, or cost of loaner/replacement equipment.

D. The above warranties also do not apply to engines, engine components or motors (including the emissions system), which are warranted solely through the engine manufacturers' authorized distribution network or associated authorized service centers, and any warranty repairs of engines must be performed by such engine manufacturer's authorized distribution or service centers.

E. The above warranties do not apply to accessories or maintenance items such as, but not limited to,; filters, V-belts, lubricants, fluids, paints, tires, brake linings, light bulbs, spark plugs, filters, bellows, pump diaphragms, mechanical seals, shock mounts, or items deemed as maintenance items by Wacker Neuson or any other parts not directly manufactured by Wacker Neuson unless outlined elsewhere in this Policy.

RIGHT TO MAKE CHANGES

Wacker Neuson reserves the right to change or update the design of any part of the Equipment at any time. Wacker Neuson has sole discretion of providing any change or update to any previously ordered, sold, or shipped Equipment.

DISCLAIMER OF OTHER WARRANTIES

THE ABOVE WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHATSOEVER, EXPRESS OR IMPLIED, EACH OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY WACKER NEUSON, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USAGE OF TRADE AND NONINFRINGEMENT.

The Extended Service Protection Plans, **ESPP**, are offered and administered by EPG Insurance Inc. in the U.S. and Protection Point Services in Canada. For questions or to submit a claim, parties can be contacted at 1-866-408-2881 (US) or 1-888-952-5511 (Canada).

DISCLAIMER OF OTHER LIABILITIES

Wacker Neuson sole responsibility with respect to breach of the above warranties shall be as provided in the section titled "STANDARD WARRANTIES" above.

WACKER NEUSON SHALL NOT BE SUBJECT TO AND HEREBY DISCLAIMS (EVEN IF WACKER NEUSON HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME): (A) ANY OBLIGATIONS OR LIABILITIES ARISING FROM BREACH OF THE ABOVE WARRANTIES; OTHER THAN THE EXCLUSIVE REMEDIES EXPRESSLY SET FORTH THEREIN; (B) ANY OBLIGATIONS OR LIABILITIES ARISING FROM TORT CLAIMS (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO EQUIPMENT SOLD BY WACKER NEUSON, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO; AND (C) ANY AND ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, CONTINGENT, SPECULATIVE AND SIMILAR DAMAGES

Without limiting the generality of the foregoing, Wacker Neuson specifically disclaims any liability for penalties (including administrative penalties), lost profits or revenues, loss of use of Equipment or associated material, cost of capital, facilities or services, downtime, shut-down or slowdown, spoilage of material, or any other type of economic loss.

ADDITIONAL TERMS AND CONDITIONS

ENGINE WARRANTY

See the specific engine manufacturer's documentation for warranty details. **Engines used are warranted solely through their respective manufacturer and/or its authorized distributor network and service centers.** If an engine vendor is not available, contact Wacker Neuson for advice.

Although Wacker Neuson offers certain engine components for sale this by no means guarantees such parts are covered by this Policy or the manufacturer's warranty. Such parts are offered as a convenience to our customers for non-warranty repairs and are not for repair of engines still covered under the manufacturer's warranty.

PART AVAILABILITY

All parts for warranty repairs must be purchased from Wacker Neuson unless advised otherwise by an authorized representative of Wacker Neuson Product Support. If a Distributor does not have one or more of the parts required to complete the warranty repair, they will have to order them from Wacker Neuson through the normal established procedures. Parts used for a warranty repair not purchased from or authorized by Wacker Neuson will void the warranty and not be eligible for reimbursement.

Wacker Neuson will not send parts to end-users for warranty repairs and will not reimburse extra shipping or minimum order charges for emergency part orders.

Once the repair is completed, the Distributor must electronically submit the warranty claim to Wacker Neuson. Reimbursement for warranty parts will be paid at the net price of the part. Warranty claims must be submitted electronically via the Distributor Web Portal

UNSATISFACTORY WARRANTY REPAIR SERVICES

Service work performed under warranty which does not satisfactorily repair the Equipment due to poor workmanship or improper initial diagnosis and which requires subsequent repair will be the sole responsibility of the Distributor. Wacker Neuson will not reimburse for improper or repetitive repairs caused by failures in the service work.

Any third-party repairs must first be approved by an authorized representative of Wacker Neuson. Wacker Neuson will not provide reimbursement for costs associated with the use of third party service providers or hiring of personnel necessary to perform the repair properly.

SPECIALIZED TOOLS OR EQUIPMENT

Wacker Neuson Distributors must have on-hand, any manuals, tools and specialized equipment required for repairs. Any collateral damage occurring during the repair due to the incorrect or improper use of equipment or procedures will not be considered for warranty coverage or other reimbursement by Wacker Neuson. Any collateral damage occurring during the repair due to the incorrect or improper use of equipment or procedures will not be considered for warranty coverage or other reimbursement by Wacker Neuson.

EMISSION SYSTEM RELATED WARRANTY EXCLUSION

The emissions system is not covered by the above warranties. Components of the emissions system warranty are outlined in the Engine Manufacturers owners & operations manual and/or the Operators manual for the machine. Refer to these documents for specifics on what is covered. If you are unable to locate the machine operators manual which came with your machine one can be obtained from the Distributors Web Portal. Engine manufacturers' manuals must be obtained from the manufacturer. The serial number of the machine will be required to obtain the correct manual.
Unauthorized modifications or alterations of emission related components shall void the above warranties.
Components covered under this section include up to the first scheduled maintenance, vary by manufacturer, and consult their specific information on coverage.

MAINTENANCE OF EMISSION SYSTEMS

Follow the maintenance schedule listed in the Engine Operator's Manual for the Equipment. This schedule is based on the Equipment being used for its intended purpose under normal conditions. If operated under sustained high loads, light or under loading, in high temperatures or extremely dusty environments, more frequent service will be required. Regeneration of or maintenance to the exhaust after-treatment systems in these cases is not covered under this or the engine manufacturer's warranty.

ENVRONMENTAL CONDITIONS

Damage due to environmental conditions including but not limited to rusting, corrosion, electrical failures due to the environment machine is being operated in, coatings or failures deemed by Wacker Neuson being attributed to the operating environment will not be considered for warranty. Changing of fluids or filters for environmental conditions or for extreme environments/conditions is not covered by warranty.

FLAT RATE EXPLANATION

"Flat Rate" is the maximum time for performing specific warranty repairs eligible for reimbursement by Wacker Neuson. Flat Rate was established using facilities and tools any Distributor should have available.

If a Distributor makes a repair which is not listed in the Flat Rate Schedule, they must enter a description of the work performed and actual repair time in the warranty claim. If the allowable Flat Rate is exceeded due to unforeseen circumstances, the Distributor should enter the actual time with an explanation of the cause(s) for the overage.

The Flat Rate Schedule is available upon request from Wacker Neuson Product Support Department.

WACKER Neuson Corporation
Product Support Department
N92 W15000 Anthony Ave.
Menomonee Falls, WI 53051

E-mail - technical.support@wackerneuson.com
Fax – 1-888-596-6579
Phone – 1-800-770-0957

WARRANTY CLAIM SUBMITTAL INSTRUCTIONS

All warranty claims must be submitted by the distributor through the distributor web portal. To submit claims on-line, the claimant must be a registered user and be signed into the website. If a User Login id and password has not been obtained, you may submit a request to parts.support@wackerneuson.com and a web account or direction will be provided.

Claimants must follow these steps when submitting a claim to ensure prompt processing and consideration for reimbursement:

1) Electronic claim forms must be filled out completely. Information which must be included is:

   i) Equipment serial number.
   ii) Equipment may require registration, this is used as the Date of First use.
   iii) Date of failure or malfunction.
   iv) The repair location, selected from the drop down.
   v) Completion of error codes from drop downs.
   vi) The error causal part (part that caused the failure).
   vii) A detailed description of the failure. Supporting documentation/pictures can be uploaded to the claim upon submission.
      - Only one (1) failure per claim is allowed. Multiple issues cannot be submitted on a single claim.
   viii) Labor time.
   ix) Listing of Wacker Neuson parts used.

2) Claims are to be submitted within thirty (30) days after the repair has been completed.

3) All defective parts must be held until a warranty decision has been made or parts are requested for inspection by Wacker Neuson. Wacker Neuson reserves the right to have an employee or other agent or representative inspect the parts on-site to confirm warranty coverage. Do not return parts unless requested to do so by Wacker Neuson.

4) Upon Wacker Neuson approval of a warranty claim, credit will be issued as follows:
   Parts: Net purchase price of original equipment spare parts purchased from Wacker Neuson.
   Labor: Labor rate currently allowed by Wacker Neuson based upon the Flat Rate Schedule.
   Travel time and mileage are not allowed for Light Equipment line.

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1. Any new RTX-SC2 or 3 Trench Roller sold after August 1, 2013 is covered by a 5-year warranty. On units with the Kohler engine originally installed in the unit for the first 3 years Wacker Neuson Distributors, who have a service department trained on Kohler diesel engines (via Kohler direct or through the Wacker Neuson certified Kohler engine training course) may complete the repair if they wish or work through the Kohler Engine Distributor network. In the fourth and fifth years the engine warranty is solely administered by Wacker Neuson and its Distributor network. If a Distributor does not feel they have the capabilities to repair the engine they can contact Wacker Neuson Product Support and request approval to use the Kohler engine Distributor network. Approval must be given in the fourth and fifth years for this exclusive Wacker Neuson warranty. In all cases the complete engine information, including model and serial number, must be included. Missing information will suspend the claim until received. This warranty is exclusive to Wacker Neuson Distributors in the USA and Canada. Units the Kubota engine installed, the Roller carries the 5 year warranty on the machine but the engine is solely warranted through the Kubota warranty authorized support network, Wacker Neuson does not authorize or administer warranty repairs to the Kubota engine.

2. Wacker Neuson WM80 and WM100 engines utilized on rammers are warranted through Wacker Neuson for a period of 3 years (spare part replacements for 1 year).

RESOLUTION NO.: 243 - 2025

OF

NOVEMBER 10, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT DONATIONS TO SUPPORT CITY OF NEWBURGH HOUSEHOLDS AFFECTED BY THE SUSPENSION OF FEDERAL FOOD ASSISTANCE PROGRAMS

WHEREAS, the City of Newburgh has received and continues to receive donations to support City of Newburgh households affected by the suspension of federal food assistance programs; and

WHEREAS, the City Council has determined that accepting such donations is in the best interests of the City of Newburgh and the life, health, and safety of its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept donations to support City of Newburgh households affected by the suspension of federal food assistance programs, with the particular thanks of this Council.

RESOLUTION NO.: 244 - 2025

OF

NOVEMBER 10, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM THE UNITED STATES DEPARTMENT OF JUSTICE BUREAU OF JUSTICE ASSISTANCE UNDER THE 2025 BULLETPROOF VEST PARTNERSHIP IN THE AMOUNT OF $9,500.00 WITH A FIFTY PERCENT MATCH TO BE PAID OUT OF POLICE FUNDS

WHEREAS, the City of Newburgh Police Department has advised that grant funding is available from the United States Department of Justice Bureau of Justice Assistance under the Bulletproof Vest Partnership FY 2025 covering the period April 1, 2025 through August 31, 2027; and

WHEREAS, the Partnership was created by the Bulletproof Vest Partnership Grant Act of 1998; and

WHEREAS, this initiative is designed to provide a critical resource for state and local jurisdictions that saves lives; and

WHEREAS, funding is requested for 10 vests at a total cost of $9,500.00 and a fifty (50%) percent match in the amount of $4,750.00 is to be paid out of Police funds A.3120.0417; and

WHEREAS, this Council has determined that applying for and accepting such grant if awarded is in the best interests of the City of Newburgh and for the safety of City of Newburgh Police Officers;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to apply for and accept if awarded a grant from the Bureau of Justice Assistance under the 2025 Bulletproof Vest Partnership in the amount of $9,500.00, with a fifty (50%) percent match to be paid out of Police funds; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: 245 - 2025

OF

NOVEMBER 10, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES YOUTH DEVELOPMENT PROGRAM GRANTS AND YOUTH SPORTS AND EDUCATION PROGRAM GRANTS TO SUPPORT CITY OF NEWBURGH RECREATION DEPARTMENT PROGRAMS

WHEREAS, the City of Newburgh Recreation Department has advised that the Orange County Youth Bureau is accepting a Request for Proposals for grant funding available from New York State Office of Children and Family Services Youth Development Program and Youth Sports and Education Program; and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded grants from the New York State Office of Children and Family Services Youth Development Program or Youth Sports and Education Program to support City of Newburgh Recreation Department programs in not to exceed amounts listed below as follows:

- 2026 Youth Sports Program - $35,000.00
- 2026 Youth Enrichment Programs - $35,000.00
- 2026 Summer Programs - $20,000.00
- 2026 Community Special Events - $20,000.00
- 2026 Learn to Swim - $15,000.00

WHEREAS, no City matching funds are required; and

WHEREAS, this Council has determined that applying for and accepting said grants if awarded is in the best interests of the City of Newburgh and its youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program or Youth Sports and Education Program in an amount not to exceed $125,000.00 requiring no City match for the 2026 Youth Sports Program, 2026 Youth Enrichment Programs, 2026 Summer Programs, 2026 Community Special Events, and 2026 Learn to Swim in the City of Newburgh; 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 to execute all necessary documents to receive and comply with the terms of such grants and to carry out the programs funded thereby.

RESOLUTION NO.: 246 - 2025

OF

NOVEMBER 10, 2025

A RESOLUTION RE-APPOINTING PATRICIA C. PHILLIPS AND APPOINTING PAUL ELLIS, MILLI ENCARNACION, MADISON HERMIDA AND DUANE RUTTER TO THE CITY OF NEWBURGH ARTS AND CULTURAL COMMISSION

WHEREAS, the City of Newburgh Arts and Cultural Commission has several vacancies; and

WHEREAS, the term of Patricia C. Phillips expired on July 9, 2025 and the incumbent member wishes to serve a new three-year term; and

WHEREAS, Paul Ellis, Milli Encarnacion, Madison Hermida and Duane Rutter have submitted applications to serve new three-year terms; 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 Patricia C. Phillips is hereby re-appointed to The Arts and Cultural Commission for a three (3) year term commencing on July 10, 2025 and ending on July 9, 2028; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that Paul Ellis, Milli Encarnacion, Madison Hermida and Duane Rutter are hereby appointed to The Arts and Cultural Commission each for a three (3) year term beginning on November 12, 2025 and ending on November 11, 2028.

RESOLUTION NO.: 247 - 2025

OF

NOVEMBER 10, 2025

A RESOLUTION AUTHORIZING THE SETTLEMENT OF LITIGATION REGARDING THE FORECLOSURE OF TAX LIENS IN REM FOR THE YEAR 2022 RELATED TO PROPERTIES KNOWN AS 269 LIBERTY STREET (SECTION 18, BLOCK 5, LOT 11)

WHEREAS, The City of Newburgh commenced a proceeding for the foreclosure of certain tax liens, such action being designated as Orange County Index Number EF007039-2022; and

WHEREAS, KICI Properties LLC, by and through its managing member Ivo Filipovo, filed an Answer to the tax foreclosure proceeding on October 6, 2025 with respect to property known as 269 Liberty Street (Section 18, Block 5, Lot 11); and

WHEREAS, the property owner indicated that it is prepared to withdraw its Answer and settle the action as it applies to the subject property; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to settle this matter without the need for further litigation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Director of Finance and Enforcing Officer is hereby authorized to withdraw the liens on the above-referenced properties from the List of Delinquent Taxes and remove said properties from the 2022 In Rem tax foreclosure action (Index Number EF007039-2022), as the amounts set forth below for each property, representing all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due water charges, sewer charges, and sanitation charges, have been tendered to the City of Newburgh in full by certified check and is ready for acceptance.

Address	Redemption Amount
269 Liberty Street (Section 18, Block 5, Lot 11)	$17,915.72