City of Newburgh
Council Work Session
Sesion de trabajo del Concejal
January 22, 2026
6:00 PM

Work Session Presentations / Presentaciones de la Session de Trabajo

1. The Sanctuary's Community Impact Report

   Informe sobre el impacto comunitario del Santuario

2. Presentation by Pennrose for Bourne and Kenney Apartments

   Presentación de Pennrose para los apartamentos Bourne y Kenney

Engineering / Ingeniería

3. Delano Hitch Aquatic Center Change Order No. 2 with DJ Heating & Air Conditioning, Inc.

   Resolution authorizing Change Order No. 2 to the mechanical construction contract with DJ Heating & Air Conditioning, Inc. for the Delano-Hitch Recreation Park Aquatic Center Improvements Project

   Resolución que autoriza la Orden de Cambio Número 2 al contrato de construcción mecánica con DJ Heating & Air Conditioning, Inc. para el Proyecto de Mejoras del Centro Acuático del Parque Recreativo Delano-Hitch

4. TAP Grant Application - Liberty Street Reconstruction Project (LTCP)

   Resolution authorizing the City Manager to apply for and accept if awarded a New York State Department of Transportation 2025 Transportation Alternatives Program Grant for the Liberty Street Sewer Separation between Ann Street and Renwick Street Project (LTCP Phase II) in an amount not to exceed $7,000,000.00 with a 20% match

   Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar, si se le otorga, una subvención del Programa de Alternativas de Transporte 2025 del Departamento de Transporte del Estado de Nueva York para el Proyecto de Separación del Alcantarillado de Liberty Street, entre Ann Street y Renwick Street (LTCP Fase II), por un monto que no exceda de $7,000,000.00, con una aportación equivalente del 20 %

Planning and Economic Development / Planificación y Desarrollo Económico

5. 39 Lutheran Street (n/k/a 37 Lutheran Street) - Release of Restrictive Covenants

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to M & J Management Corporation to the premises known as 39 Lutheran Street (n/k/a 37 Lutheran Street (Section 29, Block 3, Lot 14)

Resolución que autoriza la ejecución de una liberación de cláusulas restrictivas y del derecho de reingreso contenidos en una escritura otorgada a M & J Management Corporation, correspondiente al inmueble conocido como 39 Lutheran Street (actualmente conocido como 37 Lutheran Street), (Sección 29, Bloque 3, Lote 14)

6. 23A City Terrace - Release of Restrictive Covenants

   Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Borgo Kenna Corporation to the premises known as 23A City Terrace (Section 29, Block 4, Lot 21)

   Resolución que autoriza la ejecución de una liberación de cláusulas restrictivas y del derecho de reingreso de una escritura emitida a Borgo Kenna Corporation respecto al inmueble conocido como 23A City Terrace (Sección 29, Bloque 4, Lote 21)

Legislative Body / Cuerpo Legislativo

7. Furniture Donation – Mount Saint Mary College

   Resolution authorizing the City Manager to accept a donation of office furniture from Mount Saint Mary College for use by Council Member Ronald Zorrilla

   Resolución que autoriza al Gerente de la Ciudad a aceptar una donación de mobiliario de oficina del Mount Saint Mary College para el uso del Concejal Ronald Zorrilla

Grants/Contracts/Agreements / Becas /Contratos/Convenios

8. Agreement with Russell Thornburg for Plan Set Review and Training Services

   Resolution authorizing an agreement with Russell Thornburg for International Residential Code plan set review and training services at a cost of $14,500.00

   Resolución que autoriza un acuerdo con Russell Thornburg para servicios de revisión de planos y capacitación conforme al Código Residencial Internacional, por un costo de $14,500.00

9. Agreement with Desman, Inc. for a Parking Study

   Resolution authorizing the execution of a contract with Desman, Inc. for a parking study in an amount not to exceed $65,110.00

   Resolución que autoriza la ejecución de un contrato con Desman, Inc. para un estudio de estacionamiento por un monto que no exceda $65,110.00

10. New York State Department of Environmental Conservation (DEC) Municipal Zero-emission Vehicle (ZEV) Infrastructure Grant for the Purchase and Installation of Two (2) EV Charging Stations in the Ann Street Municipal Lot.

    Resolution authorizing the City Manager to apply for and accept if awarded a New York State Department of Environmental Conservation 2025 Municipal Zero-Emission Vehicle (ZEV) Infrastructure Program Grant not to exceed $500,000.00 with no match for the purchase and installation of two (2) EV charging stations in the Ann Street Municipal Parking Lot

    Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar, si se le otorga, una subvención del Programa de Infraestructura Municipal de Vehículos de Cero Emisiones (ZEV) 2025 del Departamento de Conservación Ambiental del Estado de Nueva York, por un monto que no exceda $500,000.00, sin requerimiento de contraparte, para la compra e instalación de dos (2) estaciones de carga para vehículos eléctricos en el estacionamiento municipal de Ann Street

11. PILOT Agreement with Bourne and Kenney Housing Development Fund Company, Inc. (f/b/o Bourne and Kenney LLC)

    Resolution authorizing the City Manager to execute an agreement for the payment in lieu of taxes between the City of Newburgh and Bourne and Kenney Housing Development Fund Company, Inc. (f/b/o Bourne and Kenney LLC)

    Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo de pago en lugar de impuestos entre la Ciudad de Newburgh y Bourne and Kenney Housing Development Fund Company, Inc. (a favor de Bourne and Kenney LLC)

12. 2025-2026 NYS Companion Animal Capital Projects Fund Grant for City of Newburgh Dog Pound

    Resolution authorizing the City Manager to apply for and accept if awarded a 2025-2026 New York State Companion Animal Capital Projects Fund Grant not to exceed $500,000.00 with a 10% match for the City of Newburgh Animal Shelter Improvements Project

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar, si se le otorga, una subvención del Fondo de Proyectos de Capital para Animales de Compañía 2025-2026 del Estado de Nueva York, por un monto que no exceda $500,000.00, con una contribución del 10%, para el Proyecto de Mejoras del Refugio de Animales de la Ciudad de Newburgh

Resolutions of Support / Resoluciones de Apoyo

13. Sadie A. Tallie Honorary Street Naming

    Resolution naming the southwest corner of Farrington Street and South Street in honor of Sadie A. Tallie

    Resolución que nombra la esquina suroeste de Farrington Street y South Street en honor a Sadie A. Tallie

Boards and Commissions / Juntas y Comisiones

14. Appointments - Board of Ethics

    Nombramientos – Junta de Ética

15. Appointments - Police Community Relations and Review Board

    Nombramientos - Junta de Revisión de Relaciones con la Comunidad y la Policía

Executive Session / Sesión Ejecutiva

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

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

17. Proposed, pending or current litigation

    Litigio propuesto, pendiente o actual

RESOLUTION NO.: __________ - 2026

OF

JANUARY 26, 2026

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

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

WHEREAS, Change Order No. 2 includes a credit in the amount of $7,904.02 and will reduce the overall contract price to $297,317.69; the same being in the best interest of the City of Newburgh;

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

AIA® Document G731™ – 2019

Change Order, Construction Manager as Adviser Edition

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

OWNER: *(name and address)*
City of Newburgh

83 Broadway,
Newburgh, NY 12550

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

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

ARCHITECT: *(name and address)*
CPL Architecture, Engineering, Planning
26 IBM Road,
Poughkeepsie, NY 12601

CHANGE ORDER INFORMATION:
Change Order Number: CO-MC-002

Date: 01/05/2026

CONSTRUCTION MANAGER: *(name and address)*
Arcadis

44 S Broadway #1200
White Plains, NY 10601

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

Compensation of payments to clean the Ansul spill that occurred in Concession's and loss of service claims from the vendor while the spill was being cleaned and Concessions reinspected by DOH

The original Contract Sum was	$	320,000.00
Net change by previously authorized Change Orders	$	-14,778.29
The Contract Sum prior to this Change Order was	$	305,221.71
The Contract Sum will be decreased by this Change Order in the amount of	$	7,904.02
The new Contract Sum including this Change Order will be	$	297,317.69

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

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

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

CPL
ARCHITECT *(Firm name)*

SIGNATURE
Jonathan DiRocco Sr. PM
PRINTED NAME AND TITLE
1/8/2026
DATE:

Arcadis
CONSTRUCTION MANAGER *(Firm name)*

SIGNATURE
Kyle Anderberg, Resident Engineer
PRINTED NAME AND TITLE
January 8, 2026
DATE:

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

SIGNATURE
David Corts Vice President
PRINTED NAME AND TITLE
1/8/26
DATE:

City of Newburgh
OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE:

RESOLUTION NO.: ________ - 2026

OF

JANUARY 26, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE DEPARTMENT OF TRANSPORTATION 2025 TRANSPORTATION ALTERNATIVES PROGRAM GRANT FOR THE LIBERTY STREET SEWER SEPARATION BETWEEN ANN STREET AND RENWICK STREET PROJECT (LTCP PHASE II) IN AN AMOUNT NOT TO EXCEED $7,000,000.00 WITH A 20% MATCH

WHEREAS, by Resolution No. 219-2011 of October 24, 2011 and by Resolution No. 303-2015 of November 23, 2015, the City Council approved a Consent Order with the New York State Department of Environmental Conservation to resolve violations at the Wastewater Treatment Plant and for the development of the Long Term Control Plan ("LTCP") and Modification Order on Consent approving a Compliance Schedule for Phase I through V of the LTCP; and

WHEREAS, the Liberty Street Sewer Separation between Ann Street and Renwick Street Project (the "Project") included as part of Phase II of the CSO LTCP; and

WHEREAS, funding for the Project is available under the New York State Department of Transportation 2025 Transportation Alternatives Program which provides 80% of the total eligible project costs, including design and construction costs, with a minimum 20% match for a variety of transportation-related projects which increase options for non-vehicular transportation, and the Project includes new sidewalks, curbs, roadway pavement, traffic signals, pavement striping and tree plantings; and

WHEREAS, the City proposes to apply for funding in an amount not to exceed $7,000,000.00 with a 20% match to be derived from additional grants and future financing through the New York State Environmental Facilities Corporation; and

WHEREAS, this Council has determined that applying for and accepting the grant funding if awarded 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 apply for and accept if awarded a New York State Department of Transportation 2025 Transportation Alternatives Program Grant in an amount not to exceed $7,000,000.0 with a 20% match for the Liberty Street Sewer Separation between Ann Street and Renwick Street Project; and upon the award of such funding to enter into and execute all such grant application forms, contracts and documentation and take such further action as may be appropriate and necessary to accept such grant and administer the program funded thereby.

City of Newburgh

SEAL OF THE CITY OF NEWBURGH, N.Y. WASHINGTON'S HEADQUARTERS NEWBURGH, N.Y. INCORPORATED 1865

RECEIVED JAN 12 2026 CITY ENGINEER

received 1-9-26 AA

GRANT APPLICATION FORM

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

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

SECTION A. COMPLETED BY GRANT REQUESTOR		
NAME OF PROJECT FOR GRANT: Liberty Street Reconstruction, between Ann Street and Renwick Street (LTCP Phase-II)	**NAME OF DEPARTMENT REQUESTING GRANT:** Engineering Department	**NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT:** Jason Morris – Commissioner of Public Works & City Engineer
NAME OF GRANT/NAME OF AWARDING AGENCY: New York State Department of Transportation (NYSDOT) – 2025 Transportation Alternatives Program (TAP)	**GRANT SUBMITTAL** **DATE:** March 12, 2026	**AMOUNT OF** **AWARD:** Up to $7.0 million
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) Yes, 20%. Match will be provided by additional grants and future project financing through the New York State Environmental Facilities Corporation (NYSEFC). Financing Application was submitted in 2025. Project is currently listed in the NYSEFC's Intended Use Plan (IUP) for future financing.	**AMOUNT REQUIRED BY THE CITY OF NEWBURGH:** Up to $1.4 million in matching funds for this specific grant if the City is awarded full grant amount. Total project costs are estimated at $31 million.	**(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:** Requires submission of an application Pre-Review by January 15, 2026 (5PM EST). Submission of documented community support and documented match assurance are required for final application submission.

City of Newburgh

GRANT APPLICATION FORM

PROJECT PLAN: The Liberty Street Reconstruction Project, between Ann Street and Renwick Street is a required project listed in the Order on Consent for the City's Long Term CSO Control Plan. Project involves the reconstruction of Liberty Street in this corridor to separate combined sewers and implement green infrastructure to reduce combined sewer overflows to the Hudson River. The preliminary planning phase/engineering report has been completed by the consent order milestone date of June 1, 2025. The preliminary estimate for the project is approximately $31 million. The City is currently seeking grant funds and financing to proceed with both design and construction of the project.

Scope of Project: Liberty Street, between Ann Street and Renwick Street, including side streets as necessary to construct sewer, stormsewer and water main connections. Project also includes new sidewalks, curbs, roadway repavement, traffic signals, street lighting, pavement striping and tree plantings.

Key Stakeholders: City of Newburgh, US EPA, NYSDEC, NYSEFC

Project Timeline: Order on Consent Required Compliance Dates as follows:
Completion of Planning Phase = June 1, 2025 (COMPLETED)
Completion of Design Phase = November 1, 2026
Issuance of Notice to Proceed for Construction = May 1, 2027
Construction Completion = September 1, 2028
Operational Startup = September 1, 2028

City of Newburgh

GRANT APPLICATION FORM

SECTION B. FOR REVIEW BY CITY COMPTROLLER
GRANT MATCH REQUIREMENT REVIEWED? YES/NO: COMMENTS:
IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO COMMENTS:
STAFFING ISSUES REVIEWED? YES/NO: COMMENTS:
ANY ADDITIONAL COMMENTS:
→ APPROVED BY CITY COMPTROLLER? YES/NO CITY COMPTROLLER SIGNATURE: [signature] DATE: 01/09/26 NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS ADMINISTRATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.

SECTION D: FOR REVIEW BY CORPORATION COUNSEL
→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO CORPORATION COUNSEL SIGNATURE: [signature] DATE: 1/9/2026
DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING: can be added to 1/22/26 work session for 1/26/26 Council meeting

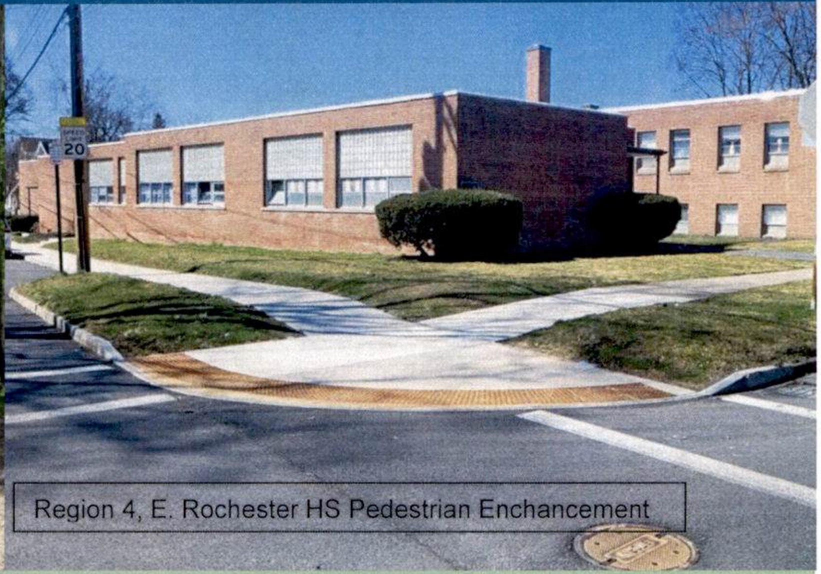
City of Newburgh

GRANT APPLICATION FORM

SECTION C: FOR REVIEW BY CITY MANAGER
→ **APPROVED BY CITY MANAGER? YES/NO** **CITY MANAGER SIGNATURE:**__________________ **DATE:** ~~1-12-26~~ 1-12-26

NEW YORK STATE | Department of Transportation


Region 7, Black River Trail


Region 4, E. Rochester HS Pedestrian Enchancement

Transportation Alternatives Program (TAP)

2025 Solicitation Guidebook


Region 3, Black Diamond Trail over Cayuga Lake Inlet

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INTRODUCTION

The New York State Department of Transportation's (NYSDOT) mission is "to provide a safe, reliable, equitable, and resilient transportation system that connects communities, enhances quality of life, protects the environment, and supports the economic well-being of New York State (NYS)". This community-centered approach is evident in NYS Transportation Master Plan 2050 which establishes a vision for the future and sets goals that emphasizes the role of transportation in fostering healthy, thriving communities. In support of the Agency's mission and the NYS Transportation Master Plan, NYSDOT is soliciting candidate projects for the Transportation Alternatives Program (TAP) to provide funding opportunities that seek to invest in and expand transportation choices beyond traditional highway programs.

TAP funding helps communities deliver safe, transformative, and innovative transportation projects which expand, enhance and modernize walking and biking options and connections to transit. These programs and projects are alternatives to single occupancy vehicle (SOV) transportation and contribute to the revitalization of local and regional economies. Projects are expected to improve mobility, accessibility, and the community's transportation character such that the street network is more vibrant, walkable, and safer for all transportation mode users, which includes pedestrians, bicyclists, transit users, and drivers.

Sponsors should submit projects that align with NYSDOT's mission supported goals and strategies. Projects should be community-centered, with input from the community, increase options for non-vehicular transportation, create equitable transportation outcomes by expanding the accessibility of transportation networks, and support the economic well-being of NYS through a reliable multimodal network.

This Federal Aid reimbursement program may include pedestrian, bicycle, and other non-motorized transportation improvements, safe routes to schools, transit access infrastructure upgrades, scenic trails and streetscape improvements.

This Guidebook will help Sponsors:

- Make informed decisions about their eligibility to apply.
- Understand the program requirements, the Statewide Financial System (SFS) application process, project selection process, available funding, and required funding commitments.
- Learn about the availability of technical resources.

Guidance to be used in conjunction with this Guidebook include:

- The Local Projects Manual (LPM)[1] contains the policy and procedures required for Federal Highway Administration (FHWA) funded transportation programs.
- The NYSDOT Highway Design Manual (HDM)[2] standards which apply to all infrastructure projects (including pedestrian facilities).
- The SFS User Handbook for Grantee Processing SFS.

[1] Formerly known as Procedures for Locally Administered Federal Aid Projects Manual (PLAFAP) - www.dot.ny.gov/plafap
[2] NYSDOT Highway Design Manual (HDM) standards - https://www.dot.ny.gov/divisions/engineering/design/dqab/hdm

To apply for TAP funding, eligible entities/Sponsors must attend an Informational Workshop and submit a form certifying attendance. Sponsors must also enter and submit applications through the NYS Statewide Financial System (SFS). Prior to beginning the application, applicants are advised to register for SFS access through the SFS Vendor Portal. Information on how to register in SFS, obtain a SFS Login ID, browse the listing of available funding opportunities or search for this specific funding opportunity are located in the SFS Guidebook for Grantee Processing SFS.

Questions on TAP and the application process can be addressed to your Regional Local Project Liaison (RLPL). RLPLs are located in the eleven NYSDOT Regional Offices and are available to provide general technical assistance on the application, funding alternatives, and the Federal Aid process throughout a project's lifecycle. RLPLs are also available to assist Sponsors with estimating and developing a project budget and verifying project eligibility and scope. See Appendix A for the current list of RLPLs.

AVAILABLE FUNDING:

NYSDOT is releasing this Notice of Funding Availability (NOFA) and soliciting applications for and anticipates making awards up to $97.4 million in TAP funding.

PROGRAM REQUIREMENTS

A. Program Overview

The Transportation Alternatives Program (TAP) helps communities deliver safe, efficient projects to the public that contribute to the revitalization of local and regional economies by funding programs and projects defined as transportation alternatives. Program goals include reducing vehicle travel, emissions, and energy use by providing non-motorized alternatives; reducing congestion by increasing the number of trips taken by pedestrians and bicyclists and other forms of non-motorized transportation modes; improving bicycle and pedestrian safety programs, Safe Routes to School (SRTS) programs, Complete Streets programs, and traffic calming techniques. Also included are transportation projects which help to achieve compliance with the Americans with Disabilities Act of 1990, as well as incidental transportation environmental mitigation programs.

Projects should focus on improving nondriver access to public transit and community amenities, and improve mobility, accessibility, connectivity and support New York State's Climate Leadership and Community Protection Act (CLCPA).

Projects should also consider additional transportation priorities including implementing an approach to address the safety of all road users, including those who walk, bike, drive, ride transit and travel by other modes; adopting and implementing Complete Streets policies that prioritize the safety of all users; improving accessibility and to implement Americans with Disabilities Act (ADA) transition plans and upgrade facilities.

Sponsors, and proposed projects, must meet basic eligibility requirements to be considered for funding from the TAP program. Applying for the funding program indicates that the Sponsor of the project will ensure all the requirements for the TAP program will be met throughout the entire project process.

B. Geographic Location

For this NOFA, TAP is available in all counties throughout the State of New York.

C. Eligible Sponsors

To apply for funds, each project must have an eligible Sponsor, who must submit the Application through SFS and advance the project. Projects cannot have multiple Sponsors. When more than one county, municipality or agency is involved in a project, one of the involved entities must be designated to act as the project Sponsor.

NYSDOT can administer a project at the request of an eligible Sponsor. The Sponsor must contact the RLPL regarding available NYSDOT resources. Refer to Chapter 2 Roles and Responsibilities in the LPM.

Sponsors		
Eligible	Eligible ONLY with Partnership	Ineligible
• Local Governments (counties, towns, cities, and villages) • Transit Agencies • Natural Resource or Public Land Agencies (NYS Department of Environmental Conservation, NYS Parks, Recreation and Historic Preservation, local fish and game or wildlife agencies) • Tribal Governments • Local or Regional Governmental entity responsible for Transportation	• School Districts * • Metropolitan Planning Organizations (serves an urbanized area with population of 200,000 or fewer)* • Nonprofit organizations * • Regional Transportation Authorities* * Project may be progressed through an eligible Sponsor.	• Metropolitan Planning Organizations (serves an urbanized area with population greater than 200,000)

Sponsor Roles and Responsibilities

The Sponsor must:

- Be the primary point of contact for the project.
- Ensure the necessary staffing to administer and deliver the project if awarded funds.
    - Transportation projects are highly technical and require an understanding of Federal Highway Administration (FHWA) rules and procedures, highway design standards, materials, and construction inspection requirements.
- Successfully develop and implement the project.
- Demonstrate the necessary qualifications and commitment to the project.
    - Experience related to federal aid transportation project management and oversight will be considered and is preferred.
    - Successful and timely completion of federal aid projects is an important consideration to NYSDOT when awarding future funds. Consider your current workload prior to applying for additional funds.
- Assume responsibility for all aspects of an approved project, including future maintenance and operation of the constructed facility.
    - For capital projects, once constructed, public agencies must maintain the facilities, including walkways, in an accessible condition for all pedestrians, including persons with disabilities, with only isolated or temporary interruptions in accessibility. This includes routine maintenance and snow removal.
    - Sponsors must ensure the path of travel on pedestrian facilities is open and usable for persons with disabilities within the work zone throughout the construction of the project. This includes snow removal.
- Assume financial obligations, including:
    - The cost of all ineligible items within the project's scope of work (ineligible costs will be deducted from the application request).
    - All costs which exceed approved funds, regardless of when the Sponsor becomes aware of the cost increases.
    - All costs associated with project scope increases or additional elements, even if eligible, that are added to the project after funds are approved.
    - Paying for all project expenses **first** before submitting payment requests to NYSDOT for reimbursement of the federal aid share. The federal share is up to

80 percent of eligible project costs for projects funded through this solicitation. Only expenses for work performed after a project receives federal authorization can be reimbursed. Eligible expenses can only be reimbursed after the NYSDOT State Local Agreement (SLA) has been fully executed. Any project activities or purchases that occur prior to federal authorization are **not** eligible for federal reimbursement.

Formal Agreements

NYSDOT must enter into a formal, legal agreement with the Sponsor of each project selected for funding. NYSDOT State Local Agreement (SLA) includes a resolution passed by the eligible Sponsor's governing body. The resolution will include language regarding the Sponsor paying for project expenses prior to submitting for reimbursement up to 80% of the eligible project costs. Reimbursement is capped at the award amount. Projects are awarded to the applicant (Sponsor applying for funding) and once awarded, the responsibility and authority to progress the project cannot be transferred to another Sponsor. The SLA will be between the applicant (Sponsor) and NYSDOT.

D. Limit on the Number of Awards

NYS Agencies will be limited to one project award under this NOFA. All other sponsors will be limited to a maximum of two project awards under this NOFA.

E. Award Minimum/Maximum Amounts

The minimum federal share for each project is $500,000.

- With a $500,000 federal share; the match is $125,000, resulting in a minimum total project cost of $625,000.

The maximum federal share for each project is $7 million.

- With a $7 million federal share; the minimum required match is $1.75 million, resulting in a total project cost of at least $8.75 million.

For projects costing greater than $8.75 million, the Sponsor is responsible for all additional costs and must clearly identify the source and status of these matching funds and overmatching funds (if necessary) to ensure that projects will progress timely. NYSDOT reserves the right to deem projects ineligible for funding award based on applicant inability to progress projects previously or demonstrated concerns over the viability of a proposed project under an application submitted pursuant to this NOFA.

Selected project funds are capped. Projects will be awarded the funding requested; however, the award may be reduced if a determination is made that a portion of the proposed project is not eligible for federal aid. No partial awards will be made. Any costs incurred beyond an initially authorized project level shall be the sole responsibility of the project Sponsor. However, at the discretion of the Department, Sponsors may request additional funding for cost increases within the original scope of the project that are beyond the original award value. Such support is not guaranteed and is subject to NYSDOT approval and available funding.

F. Non-Federal Share (Match)

General information about project funding and other considerations is available in the Local Projects Manual.[3] The federal share of any project may not exceed 80 percent of the total project cost. Sponsors must provide a minimum 20 percent share of the funding for the project. This non-federal share, also known as the local match or local share is calculated based on the total project cost and not on an itemized basis. In most cases, other federal funds may not serve as the non-federal match. Through NYSDOT, FHWA typically reimburses Sponsors for up to 80 percent of the eligible costs reflected on invoices, vouchers and receipts submitted.

Local match sources may include:

- Local funds
- Consolidated Local Street and Highway Improvement Program (CHIPS) and associated programs capital funds
- Contributions made by the project Sponsor or other involved organizations as detailed in one or more agreements between the Sponsor and those organizations
- State funds from:
  - Office of Parks, Recreation and Historic Preservation (OPRHP)
  - NYS Department of Transportation (NYSDOT) (state system projects only)*
  - Department of State (DOS) - Downtown Revitalization Initiative funds
  - Department of Environmental Conservation (DEC)
  - Canalway Grant funds
  - Environmental Protection Fund (EPF) grant funds would need pre-approval from both NYSDOT and the Administering Agency
- Recreational Trails Program (RTP) funds
- Dormitory Authority of the State of NY (DASNY) State and Municipal Facilities Program (SAM) funds
- Housing and Urban Development Community Development Block Grant (CDBG) funds
- Certain non-cash sources such as donations of land, material, and labor, with advance approval by NYSDOT. If this type of match is to be used, it is strongly recommended that the Sponsor identify this during the Application Pre-Review to understand the additional documentation requirements involved

State funds administered by NYSDOT, such as Marchiselli Funding and the NYS Omnibus and Transit Purposes Appropriation, are NOT an eligible match source for this solicitation.

*For awarded projects on the state system only, NYSDOT may provide a portion of the required local match. The Sponsor will be responsible for the remaining portion.

It is important for the Sponsor to adequately scope the project. This is especially pertinent concerning the ability to acquire land (if needed) in conformance with the federal process for right-of-way (ROW) acquisition, including costs associated with surveying, mapping, any temporary construction easements, and any environmental/cultural resource issues. Unforeseen costs are the responsibility of the Sponsor. An excellent resource regarding Federal Aid can be found here.[4]

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[3] Local Projects Manual - https://www.dot.ny.gov/plafap

[4] Federal Aid information resources for Locals - https://www.fhwa.dot.gov/federal-aidessentials/indexofvideos.cfm

In the application, the Sponsor must identify all property rights needed to be acquired for the proposed project. Additionally, the Sponsor is responsible for and must certify that it will undertake the acquisition of these property rights, meet all requirements under the Uniform Act and the project schedule must reflect an appropriate time to complete this work. Failure to identify needed property rights or to properly acquire them in a timely manner may void the TAP award and require the Sponsor to reimburse NYSDOT for any costs incurred.

Donations

Prior to submitting the application, NYSDOT must pre-approve the use and value of donations and force account work prior to its use as part of the required minimum 20 percent local share. Contact the RLPL before identifying donations as part of the local share and any questions concerning donations. Sponsors must confirm with federal and state fund source providers that use of such funds for the non-federal share is permitted.

G. TAP Eligible Categories

TAP project funding focuses primarily on benefits for bicyclists, pedestrians, and other amenities **for non-drivers**. While landscaping and stormwater improvements are eligible, the inclusion of these project elements must be associated with one or more of the eligible categories, be incidental to the proposed project, and not be the proposal's primary intent or focus.

Project categories include:

Project Categories
1. Planning, design, and construction of infrastructure related projects to improve non-driver safety and access to public transportation and enhanced mobility.
2. Construction of turnouts, overlooks and viewing areas.
3. Safe routes to school (enables and encourages children to walk or bike to school).
4. Planning, design and construction of on-road and off-road trail facilities for pedestrians, bicyclists, and non-motorized transportation users.
5. Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, and non-motorized transportation users.
6. Planning, design and construction of boulevards and other roadways largely in the right-of-way of former divided highways.
7. Community improvement activities. Inventory, control, or removal of outdoor advertising, preserve historic transportation facilities, vegetation management practices, archeological activities.
8. Environmental mitigation activities, including pollution prevention and pollution abatement activities, mitigation to address stormwater management, control and water pollution prevention, alterations to reduce vehicle-caused wildlife mortality or restore and maintain habitat connectivity.

More detailed information of TAP eligible categories, guiding questions, examples of eligible and ineligible projects, specific requirements, project selection process, and rating criteria outlined on the following pages.

1.Planning, Design and Construction of Infrastructure Related Projects to Improve Non-Driver Safety, Access to Public Transportation and Enhanced Mobility

Eligibility Principle: A facility for pedestrians and bicycles must be consistent with the provisions of federal law 23 USC 217.[5] which states:

- Transportation plans and projects shall provide due consideration for safety and contiguous routes for bicyclists and pedestrians. Motorized vehicles cannot be permitted on trails and walkways except for:
  - Maintenance purposes.
  - Snowmobiles, when snow conditions and state or local regulations permit.
  - Motorized wheelchairs.
  - Electric bicycles, when state or local regulations permit.
- Bicycle projects will be principally for transportation, rather than recreational, purposes.

The NYSDOT extends the same transportation-oriented requirement to pedestrian facilities.

Public access must be guaranteed for bicycle and pedestrian facilities. Bicycle and pedestrian facilities must connect activity centers such as businesses, schools, essential services, libraries, shopping areas, recreation areas, and residential developments, or provide a link in a continuous system which connects to such destinations. Connected networks provide increased transportation options, enhance access, and increase the utility of the existing transportation network.

Guiding Questions:	*Examples of Eligible Activities:*	*Examples of Ineligible Activities:*

• Does the project facilitate trips which could otherwise be made by motor vehicles?
• Does the project enhance safety for pedestrians or bicyclists or fill a gap in a pedestrian, bicycle or other non-motorized shared-use path or trail network?
• To what extent are the connecting locations (origin and destination) different and distinct?
• What activity centers are connected or linked in a continuous system?
	• Construction or reconstruction of sidewalks, walking trails/paths, multi-use paths.
	• Bicycle infrastructure, including but not limited to:
	  o Adding or improving bike lanes on existing roadways and related striping.
	  o Adding or improving road shoulders to accommodate bicycles, and related signage.
	  o Installation of the following types of items at intermodal points and vehicular parking facilities: bike lockers, bike racks, parking facilities and shelters to accommodate bikes, etc.; and equipment or facilities to accommodate bikes on buses and trains.
	• Traffic control devices for bicyclists and pedestrians.
	• High visibility crosswalks, pavement markings and signage.
	• Lighting and related safety infrastructure for pedestrian or bicycle facilities.
		• Construction of closed loop track/mountain bike or similar trail.
		• Ice skating rink.
		• Spot sidewalk or trail repair, unless incidental.
		• Items considered recreation or park (gazebos, playground equipment, flagpoles, monuments, picnic facilities, etc.)
		• Roadway lighting or lighting and traffic signals that primarily benefit automobiles.

[5] http://www.gpo.gov/fdsys/search/pagedetails.action?packageId=USCODE-2011-title23&granuleId=USCODE-2011-title23-chap2-sec217

2. Construction of Turnouts, Overlooks, and Viewing Areas		
Eligibility Principle: The construction of overlooks and viewing areas should be consistent with Scenic Overlooks defined in 23 CFR 752.6.[6] The construction of turnouts, overlooks, and viewing areas should serve to protect and to enhance a federal- or state-designated scenic byway or a highway listed on, or eligible for listing on, the National or State Register of Historic Places. TAP funds may be used only for surface transportation activities which will protect and enhance the scenic and historic integrity and visitor appreciation of an existing highway or adjacent area. The project application must contain an independent confirmation that the highway possesses the values described above. Such independent confirmation includes documentation that the highway is: • A federal or state-designated scenic byway. • Listed on or is eligible for listing on the National or State Register of Historic Places. The TAP Regional Local Project Liaison will engage the Regional Cultural Resource Coordinator to assist in the consultation process regarding the National Register status of the highway.		
Guiding Questions: • Is the highway a federal- or state-designated scenic byway? Is it included in a NYSDOT approved Scenic Byway Corridor Management Plan? • Is the highway listed on, or eligible for listing on the National or State Register of Historic Places? • What is the scenic or historic authenticity and integrity of the highway? • How would these scenic or historic qualities be preserved and protected? • What is the scope, purpose and goals of the scenic or historic highway program? • How does the project advance the implementation of the scenic or historic highway program to serve the traveling public?	*Examples of Eligible Activities:* Restoration of scenic byway-related safety features such as lighting, sidewalks, or retaining walls. • Installation or restoration of signage and historic markers related to scenic or historical sites. Development of scenic overlooks on state- or federal-designated scenic byways. • Improvements to existing overlooks on designated scenic byways, including provision of accessible spaces, interpretation of views, improved safety and circulation for all users, including pedestrians and bicyclists. • Access or transportation to a safety rest area (23 CFR 752.5) on a scenic or historic highway (applies to access to these facilities only, not to the buildings or welcome centers themselves).	*Examples of Ineligible Activities:* • Ongoing administrative or operating expenses for scenic or historic highway program activities, use of consultants to help administer the program, or to conduct general program training. • Staffing, operating, and maintenance costs for a tourist or welcome center. • Construction of highway rest areas, community centers, general welcome centers, and buildings, including restrooms and kiosks.

[6] http://www.gpo.gov/fdsys/granule/CFR-2010-title23-vol1/CFR-2010-title23-vol1-sec752-6/content-detail.html

3. Safe Routes to School

Eligibility Principle: Safe Routes to School projects promote safe, healthy alternatives to riding the bus or being driven to school. Emphasis is on encouraging and enabling children to safely walk or bicycle to school. Sponsors are encouraged to coordinate infrastructure and non-infrastructure activities to support a comprehensive program and to address the "Five E's" which are: Engineering, Encouragement, Education, Enforcement and Evaluation. Engineering projects should increase safety for children who currently walk or bicycle to school or create safe routes to enable children to do so.

All projects must be within a 2-mile radius of a K-12 school to be eligible under this category AND must relate to walking or bicycling to/from homes to a K-12 school.

Guiding Questions:	Examples of Eligible Activities:	Examples of Ineligible Activities:
• How will this project provide the necessary infrastructure to enable children (in grades K-12) to walk and bicycle to school safely? • How are potential bicycle-pedestrian and vehicle conflicts reduced or eliminated? • How are these children currently traveling to and from school? How will this proposal change habits to improve walking and bicycling to school? • How does the facility or program enhance safety and improve access for children and the public? • Does this project implement countermeasures to reduce high crash rates? • How does this project maximize the number of children who will be able to walk and bicycle to school?	• Construction or reconstruction of sidewalks, separate walking trails/paths, or multi-use paths not solely for recreation. • Bicycle infrastructure, including but not limited to: o Adding or improving bike lanes on existing roadways and related striping. o Adding or improving road shoulders to accommodate bicycles. o Widening curb lanes to accommodate bicycles. o Installation of the following types of items at schools: bike lockers, bike racks, bike parking facilities and shelters, etc. • Traffic control devices for bicycles and pedestrians, including MUTCD-compliant audible tactile signals. • High visibility crosswalks, pavement markings and signage. • Lighting and related safety infrastructure. • Traffic calming techniques for the benefit of bicycle and pedestrian travelers, as appropriate for the proposed facility (Highway Design Manual[7] Chapter 25 and National Association of City Transportation Officials' Urban Street Design Guide for more information). • Encouragement activities to promote walking and bicycling to school, including Walk and Bicycle to School Days. • Educational activities, including educational curriculum and walk and bike safety programs for children in grades K-12. • Enforcement activities to ensure traffic laws are obeyed near the school, including safety patrols, crossing guard materials, or vehicle speed feedback signs. • Evaluation activities to quantify safety benefits and behavioral changes (i.e. participation in walking and bicycling to school programs).	• Activities to promote bus safety; infrastructure to provide safer bus stops. • Infrastructure and activities for drop-off or pick-up by personal vehicle or buses. • Ongoing costs (such as those for law enforcement or crossing guard salaries). • Construction of a running/jogging track (closed loop), mountain bike or similar recreation trail or ice-skating rink. • Spot sidewalk or trail repair, unless incidental to the construction or reconstruction of contiguous segments of sidewalk or trails. • Items considered for recreational use rather than predominantly serving a transportation purpose, such as gazebos, playground equipment, flagpoles, monuments, picnic facilities, binocular machines, etc. • Maintenance activities and snow removal. • Substitution of TAP funds for other types of federal-aid transportation funds on projects advanced by or through NYSDOT for work items listed under "Examples of Eligible Activities" above when such work items are already part of a highway construction or reconstruction project. • Projects not primarily benefitting children in grades K-12.

[7] NYSDOT Highway Design Manual - https://www.dot.ny.gov/divisions/engineering/design/dqab/hdm

4. Planning, Design and Construction of On-Road and Off-Road Trail Facilities for Pedestrians, Bicyclists and Non-motorized Transportation Users

Eligibility Principle: A facility providing safe routes for non-drivers must focus on providing safe access to daily needs, including to transit, and be consistent with the provisions of federal law 23 USC 217, which states:

- Transportation plans and projects shall provide due consideration for safety and contiguous routes for bicyclists and pedestrians.
- Bicycle or pedestrian projects will be principally for transportation, rather than recreational, purposes.

Public access must be guaranteed for these facilities. Safe routes for non-drivers and individuals with disabilities should focus on safety and access; the proposed facilities must connect activity centers such as businesses, schools, libraries, shopping areas, recreation areas, and residential developments, or provide a link in a continuous system which connects to such daily needs destinations, including access to transit.

Regarding safety, please refer to the January 2012 FHWA publication, "Guidance Memorandum on Promoting the Implementation of Proven Safety Countermeasures"[8] which incorporates the latest safety research to advance techniques demonstrated to be greatly effective in improving the safety of "Medians and Pedestrian Crossing Islands," "Pedestrian Hybrid Beacons" and "Road Diets."

Guiding Questions:	*Examples of Eligible Activities:*	*Examples of Ineligible Activities:*

• Does the project facilitate trips for non-driving populations (i.e., children, older adults, and individuals with disabilities, 42 USC 12101)
• How does the facility enhance safety and improve access for non-drivers?
• Does this project address areas where traffic volumes are high, speed limits are high, or pedestrian or bicycle crashes have occurred in the past three to five years?
• Are there identified areas where pedestrian improvements will provide safe access to transit or daily needs?
	• Construction or reconstruction of sidewalks, transit shelters, and transit stops providing access to daily needs.
	• Bicycle infrastructure, focused on safety and access to daily needs, including but not limited to:
	  o Adding or improving bike lanes on existing roadways and related striping.
	  o Adding or improving road shoulders to accommodate bicycles.
	  o Widening curb lanes to accommodate bicycles.
	• Traffic calming techniques for the benefit of bicycle and pedestrian travelers, as appropriate for the proposed facility (see Chapter 25 of the Highway Design Manual[9] and National Association of City Transportation Officials' Urban Street Design Guide (NACTO)[10] for more information).
	• Traffic control devices for bicycles and pedestrians, including MUTCD-compliant audible tactile signals.
	• Protected crossings, high visibility crosswalks, pavement markings, and signage.
	• Lighting and related safety infrastructure for pedestrian or bicycle facilities.
		• Vehicular traffic signal installation or replacement, unless the Manual of Uniform Traffic Control Device (MUTCD) required engineering study and pedestrian warrants are met.
		• Construction of closed loop track/mountain bike or similar trail.
		• Ice skating rink.
		• Spot sidewalk or trail repair, unless incidental.
		• Items considered recreation or park (gazebos, playground equipment, flagpoles, monuments, picnic facilities, etc.).
		• Planning studies that do not include an infrastructure construction project as part of the TAP application.
		• Projects that primarily benefit automobiles and drivers, including park and ride facilities, traffic lights and roadway lighting that do not primarily benefit bicyclists, pedestrians and non-drivers.
		• Construction of a vehicular roundabout.

[8] http://safety.fhwa.dot.gov/provencountermeasures
[9] https://www.dot.ny.gov/divisions/engineering/design/dqab/hdm
[10] http://nacto.org/usdg/

5. Conversion and Use of Abandoned Railroad Corridors for Trails for Pedestrians, Bicyclists, or Other Non-Motorized Transportation Users

Eligibility Principle: Allows for the preservation of abandoned railway corridors for non-motorized public use and permits the development and rehabilitation of privately-owned rail corridors which are open to the public without charge.

The project must relate to surface transportation, rather than be solely or predominantly for a recreational purpose. A project to allow trail use on or along the rail corridor shall be consistent with the provisions of federal law 23 USC 217 previously listed.

Vehicular parking is an eligible item in cases:

1) Where other parking of any kind is not available in the vicinity or where a safety hazard would otherwise be created; or
2) Where access is anticipated to be needed at high-demand trail access points, such as where a trail begins near or passes through a downtown or large residential area.

At trail convergence/intersections, familiarly known as "crossroads", the intention is to provide parking areas or "pull-offs" where ad hoc parking on narrow shoulders would create a safety hazard.

If the railroad corridor or portions of the corridor have been rail-banked under federal law 16 USC 1247(d),[11] there must be an agreement specifying repayment provisions if the restoration for railroad purposes takes place before the end of the economic or useful life of the TAP project.

Guiding Questions:	*Examples of Eligible Activities:*	*Examples of Ineligible Activities:*
• Who is the current owner of the railway corridor property or parcels? • Who is the proposed owner of the railway corridor/parcels if property acquisition is involved? • What easements or deed restrictions are in effect? Do they include any reversionary rights (not permitted by FHWA)? • Will there be an agreement to preserve and to protect the corridor? • How does the facility enhance safety for pedestrians or bicyclists, especially at intersections with other surface transportation facilities? • How would the Sponsor manage existing and native vegetation within the corridor? • How does the proposed project connect viable communities?	• Design and acquisition of railroad rights of way including title search, appraisals, etc., as part of a pedestrian or bicycle infrastructure construction project. • Design and construction costs of a trail on a railroad right of way, e.g., drainage, surface preparation, paving, pedestrian bridges, signs, lighting, barricades, trailhead parking, and pullout areas immediately adjacent to the trail to view scenic or historic vistas.	• Projects not located within an abandoned railroad right of way. • Preservation of an abandoned rail corridor strictly for future use as an active rail line or highway. • Projects that cannot guarantee public access for the useful life of the constructed facility (short-term easements should be avoided). • Amenities such as restrooms, picnic tables and trailhead buildings/structures; including visitor centers, welcome centers and kiosks, entertainment pavilions. • Projects solely to preserve abandoned railroad right of way without creating a non-motorized transportation facility. • Motorized trail facilities. • Maintenance and upkeep activities.

[11] https://www.law.cornell.edu/uscode/text/16/1247

6. Planning, Design and Construction of Boulevards and other Roadways largely in the Right-of-Way of Former Divided Highways		
Eligibility Principle: Boulevards are walkable, low speed (typically 35 mph or less) divided arterial thoroughfares in urbanized environments, designed to carry both through and local traffic, pedestrians, and bicyclists. Boulevards may provide high-ridership transit, as well as providing vehicle and pedestrian Access Management techniques.[12] Boulevards are primary goods movement and emergency response routes. To be eligible for this category, the project must be proposed within the right of way of a former Interstate system route or other divided highway.		
Guiding Questions: • Is the proposed project in the right of way of a former interstate system route or other divided highway? • How does this project create a safe place for bicyclists and pedestrians? • How does this project integrate Complete Streets[13] elements, and ensure convenience and mobility for all users? • How does this project integrate traffic calming measures and how are they appropriate for this facility? • Does the integration of Access Management techniques provide easier traffic movement and safety? • Does this project promote all forms of transportation, including transit, bicyclists, pedestrians, and vehicles? • Does this project promote context-sensitive solutions to enhance the community?	*Examples of Eligible Activities:* • Design, construction and planning of boulevards or other roadways largely in the right of way of former Interstate System routes or other divided highways. • Traffic calming measures for the benefit of bicycles and pedestrians, as appropriate for the proposed facility (see Chapter 25 of the Highway Design Manual) for more information). • Context-sensitive bicycle and pedestrian facilities. • Complete Streets elements, including sidewalks, lane striping, bicycle lanes, paved shoulders, pedestrian control signals, bus pull-outs, raised crosswalks, ramps and traffic calming measures.	*Examples of Ineligible Activities:* • Projects that are not within the right-of-way of a former Interstate system route or other divided highway. • Spot sidewalk or trail repair, unless incidental to the construction or reconstruction of contiguous segments of sidewalk or trails. • Items considered for recreational or park users rather than transportation, such as gazebos, playground equipment, flagpoles, monuments, picnic facilities, binocular machines, etc. • Substitution of TAP funds for other types of federal-aid transportation funds on projects advanced by or through NYSDOT for work items listed under "Examples of Eligible Activities" above when such work items are already part of a highway construction or reconstruction project.

[12] https://ops.fhwa.dot.gov/access_mgmt/
[13] https://www.dot.ny.gov/programs/completestreets

7. Community Improvement Activities

Eligibility Principle: Community Improvement Activities includes inventory, control, or removal of outdoor advertising; historic preservation and rehabilitation of historic transportation facilities; vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; archaeological activities relating to impacts from implementation of a transportation project; and elements of streetscaping and landscaping. Projects shall enhance the aesthetic, ecological infrastructure, or resources along a highway, other transportation corridor, or points of transportation access. Projects which fall within the boundaries of a historic district that is listed on or is eligible for listing on the National or State Register of Historic Places must be reviewed by the NYSDOT Regional Cultural Resource Coordinator during project development to ensure consistency with NYSDOT's established Section 106 procedures.[14]

Although TAP funds ***cannot*** be used for routine, incidental or maintenance activities, they can be used to fund the planning, design, and construction phases of a landscaping or beautification project, provided it is part of a larger TAP project and the Sponsor can demonstrate how it relates to surface transportation.

Guiding Questions:	*Examples of Eligible Activities:*	*Examples of Ineligible Activities:*
• How does the project enhance the transportation infrastructure for the traveling public? • How does this project integrate Smart Growth[15] criteria to manage resources, and minimize unnecessary costs of sprawl development? • How would the addition of these activities to an eligible project offer the traveling public a pleasing and visual experience? • How would the natural and built elements work in harmony to enhance the natural, aesthetic or visual character of a site, corridor or community along a surface transportation facility and demonstrate sensitivity to the integrity of the place and context? • What best practices does the project use for vegetation management (such as using native plants and removing invasive species)? • What best practices or innovative designs does the project use for built elements? • What impact does the project have on transportation safety?	• Streetscape projects, including lighting, historic sidewalk pavers, benches, decorative walls and walkways, historical markers, etc. Plantings shall be considered if they serve a transportation purpose. • Landscaping along bike/pedestrian paths which serve a transportation function (i.e., are not solely for recreation). • Amenities such as bike parking, bike lockers, or trailhead parking. • Inventory of, control of, or removal of outdoor advertising. • Preserving or rehabilitating historic transportation facilities. • Vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control. • Archeological activities relating to impacts from implementation of a transportation project eligible under Title 23.	• Routine maintenance activities such as grass cutting, tree pruning or removal, erosion control, annual plantings, etc. • Construction of noise barriers or drainage improvements (except those related to streetscape and pedestrian safety improvements). • Landscaping as a stand-alone project. • Landscaping outside of the transportation right of way. • Historic preservation projects that do not have a transportation purpose. • Historic replica projects. • Operation and maintenance costs. • Rest areas, restrooms, welcome centers and kiosks. • Public art and gateway treatments that do not establish a transportation purpose and relationship. • Transportation museums.

14 NYSDOT Section 106 Procedures - https://www.dot.ny.gov/divisions/engineering/environmental-analysis/manuals-and-guidance/epm/TEM_4_4_12

15 Smart Growth - https://www.dot.ny.gov/programs/smart-planning/smartgrowth-law

8. Environmental Mitigation Activities		
Eligibility Principle: Eligible environmental mitigation activities must address storm water management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff. The project cannot substitute for environmental mitigation normally required under the National Environmental Policy Act (NEPA) and other regulations for federal aid projects. Refer to Chapter 7 of the Local Projects Manual,[16] Overview of Environmental Process, for procedures on completing Environmental, Cultural Resources and Historic Preservation documentation.		
Guiding Questions: • What impact would the project have on transportation safety? • What long-term benefits are expected for the natural resources? What performance measures and evaluation methods will help determine if the project is successful? • How does this project relate to surface transportation? Storm Water Management: • How will water flow be diverted away from the transportation facility? • Is there a secondary impact that would benefit water quality? • What vegetation management strategies would be used to improve highway runoff water quality?	*Examples of Eligible Activities:* • Planning, design, and construction of environmental mitigation facilities related to a TAP eligible project. • Installation of curbing, gutters, drainage structures, cross culverts, inlets or storm drains, permeable pavement, or bioswales, related to a TAP eligible project. • Creation of wetland(s), addition of vegetated ditches, detention basins or other permanent filtering systems to filter runoff to a sensitive area from a TAP eligible project. • Installation of drainage facilities to restore original drainage patterns to wetlands degraded by excavation and fill from a TAP eligible project. • Installation of a berm or closed drainage near drinking water wells to prevent salt intrusion from a TAP eligible project. • Permanent erosion control measures, such as stabilizing plantings, rip rap and velocity attenuators, where silt buildup is occurring in sensitive receiving water bodies from a TAP eligible project. • Alterations to reduce vehicle-caused wildlife mortality or restore and maintain connectivity among terrestrial or aquatic habitats.	*Examples of Ineligible Activities:* • Installation of mitigating facilities where there are no receiving sensitive receptors, i.e., residents or ecological habitat which has evidenced potential harmful effects of water pollution from highway runoff. • Installation of any facility, such as a detention basin, for which the Sponsoring agency has not identified operating funds to perform required maintenance. • Cleanup activities, such as silt removal, without permanently fixing the drainage patterns which caused the excess silt. • Drainage improvements related to poor maintenance. • Large culverts (between five and twenty feet in diameter). • Wildlife passages.

[16] Local Projects Manual, Chapter 7 - https://www.dot.ny.gov/portal/page/portal/plafap/view-document?id=1420

Projects that contain the following components are ineligible regardless of project category.

Ineligible Project Components (regardless of category):
• Additional cost increases due to inaccurate budget estimates • TAP Projects are ineligible for funding under the New York State Municipal Streets and Highway Program, also known as the "Marchiselli Program" • Full roadway repaving (including mill and fill) • Buildings (other than an overhead transit shelter), including welcome centers, rest rooms, rest areas, kiosks, intermodal transit stations, and electronic displays • Gateway treatments that do not include a transportation purpose • Park and Ride automobile parking lots • Parking Lots • Right-of-way purchase and acquisition as a stand-alone project • Grant administration, overhead, and operating costs • Maintenance activities, including repair, sweeping, and snow removal • Routine, incidental, maintenance, or commercial activities • Projects solely or predominantly for recreational use (boat launch, fishing piers, playgrounds, tennis courts, trails with no logical termini) • Roundabouts, or any other engineering design where the pedestrian and bicyclist is not the primary beneficiary • Public art (unless there is a transportation component) • Projects where snow and ice removal from the constructed project is not anticipated • Wayfinding as a stand-alone project • Lighting or traffic signals as a stand-alone project • Lighting or traffic signals where the primary benefit cannot be established for bicyclists and pedestrians • Planning studies

H. Additional Requirements

In addition to the project being eligible under one of the TAP categories above, the TAP project must also meet the following requirements:

1. Proposed Project Must Relate to Surface Transportation[17]

Each project must demonstrate how the proposed project relates to surface transportation to be eligible for TAP funding.

- The facility serves a current or past transportation purpose.
- The project enhances the aesthetic, cultural or historic aspects of the travel experience.
- The project is within the corridor of a New York State or federally designated Scenic Byway.

[17] For purposes of this TAP project solicitation, surface transportation includes highway, transit/train, and bicycle and pedestrian modes. Aviation, waterborne, and military modes are NOT included.

- The project's proximity to the intermodal transportation system (i.e., highway or a pedestrian/bicycle corridor).
- The project provides a linkage to surface transportation and creates additional opportunities for travel.
- The project connects communities, including origin and destination.

2. Proposed Project Must Benefit the Public Interest

Projects funded with TAP funds must maintain the intended purpose of the program and remain accessible to the public and benefit the public interest. Activities funded under TAP must:

1. Grant access and use to the public. Access to the public means more than simply a visual use or benefit. The amount of space dedicated to public use must be commensurate with the amount of federal funding approved for the project.

OR

2. Be targeted at a broad segment of the public. Projects would fail the "broad segment" test if access to the facilities was limited to members of a specific club or group; residents of a neighborhood, municipality, or county; members of a specific segment of the public; or if excessive fees were charged for admission or use.

TAP funds are limited to the portions of the project which primarily benefit the public interest, privately or commercially used portions of a project must be funded with private investments.

Private Property and Facilities

Where private investment or joint-use activities are part of the proposed project, federal funds are limited to the portions of the project which benefit the public interest. Privately or commercially used portions of a project must have private investment. Funds can be used to finance projects to improve privately owned facilities provided there are enforceable agreements executed between NYSDOT, the project Sponsor and the facility owner which guarantee the project will function as intended and the proposed public access and use will be maintained for the useful life of the project.

User Fees

Generally, fees cannot be charged for access to any activities or projects funded with TAP funds. There may be limited situations, however, in which a minimal fee may be charged. A fee may be appropriate where the proceeds from the charge are not excessive and, by agreement are instituted for the maintenance and operation of the TAP-funded resource, including a reserve for future major costs. The project Sponsor must estimate the useful life of the facility and its components and set aside sufficient funds for replacement or rehabilitation in the future.

NYS Property and Facilities

When the project is within NYSDOT ROW (on the state system), the Sponsor must first consult with the NYSDOT Regional Planning Office to obtain support of the project. Support should be documented on the Regional Planning Office Concurrence Form found in Appendix D and submitted with the application. If the Regional Planning Office does not concur, the project will be deemed ineligible. Failure to submit this form will also deem the project ineligible.

3. Proposed Project Must Have Community Support

Public involvement is a key component of the federal project development process and must be conducted in accordance with applicable rules and regulations in the event the project is selected for funding.

As with all locally administered federal-aid projects, TAP projects require documentation of community support, especially in the areas where the physical infrastructure will be located. Sponsors must incorporate documented early discussions, community engagement from public outreach and letters of support from the community into the application.

4. Workshop Attendance

The mandatory TAP Informational Workshop provides an overview of SFS; TAP Program; the Application Pre-Review; the application; and key Federal Aid process requirements. The Sponsor's Responsible Local Official (RLO) or designated employee must attend. The workshop duration is expected to be about 90 minutes, during which time Sponsors will also have an opportunity to ask questions.

Sponsors must attend the TAP Informational Workshop and complete a certification form. The form should be emailed to TAP-CMAQ@dot.ny.gov. Attendance in previous years does not count for this year's solicitation.

Dates and times of workshops are located on NYSDOT's webpage.[1] Workshops will be viewed through an on-line webinar. If unable to attend, contact your RLPL. NYSDOT must have documented evidence that a Sponsor has attended a session. (See Appendix A for the list of RLPLs.)

5. Application Pre-Review Process

The Application Pre-Review is designed to help determine federal aid eligibility and offer Sponsors project application feedback and guidance prior to submission. **Participation in the Application Pre-Review is mandatory.** Application Pre-Review documents should include information on the proposed

- Project Scope
- Budget
- Schedule
- Anticipated ROW Needs (if any)
- Anticipated utility Needs and Railroad involvement (if any)
- Potential environmental and cultural resource impacts and significance, etc.

The Application Pre-Review is not meant to provide a score or ranking, nor will it establish commitment to a project. Sponsors should provide as much information as possible for NYSDOT to provide adequate feedback. Feedback should be incorporated into the final application. Pre-Review Applications submitted without sufficient information to review will not be accepted. Attach the Pre-Review Comment Form as part of the final application.

[18] TAP-CMAQ website - http://www.dot.ny.gov/TAP-CMAQ

The "Application Pre-Review Coversheet" and materials can be submitted **via e-mail** to the TAP mailbox at TAP-CMAQ@dot.ny.gov. ***Do not "submit" the Pre-Review Application through SFS; only final applications should be submitted when they are fully completed.*** The Pre-Review Request Coversheet is located on the TAP-website.[19] Include on the coversheet the Sponsor name, application number, NYSDOT region and project title. A confirmation e-mail will be returned to the Sponsor to acknowledge the Pre-Review was received. Pre-Review materials must be received by the deadline listed on the TAP website under Key Program Dates.

Sponsors may continue to work on the application while NYSDOT is reviewing the project. Only submit your application in SFS when it is complete.

After the Application Pre-Review has been completed by the appropriate NYSDOT Region, written comments (see Appendix D for Pre-Review Comment form) will be emailed to the Sponsor. The completed **Application Pre-Review Comment Form must be uploaded** in SFS and submitted with the final Application.

NOTE: *An Application Pre-Review is not an application submission. Applicants must complete and submit the application by the deadline in SFS to be considered for funding.*

Applying for Funding in SFS

Completed applications must be submitted to NYSDOT through SFS by the application submission deadline. **Late applications will not be accepted.**

Prior to beginning the application, applicants are advised to register for SFS access through the SFS Vendor Portal if your organization is not yet registered. SFS is a role-based system. Users are assigned specific roles in SFS and although a user may be able to review or initiate an application, ONLY the applicant representative who is assigned the role of Bid Response Submitter can submit an application on behalf of the applicant's organization.

A SFS Vendor ID is also required to allow NYSDOT to reimburse a Sponsor for eligible expenses incurred. The Office of the State Comptroller's 'Vendors Doing Business with NYS' web site has additional information on the Statewide Financial System (SFS) and how to obtain a Vendor ID if you do not have one.

Consultants who prepare all or part of an application may not participate in a competitive solicitation for consultant services for the same project, unless the consultant has been procured through a competitive process that included subsequent phases of the project, such as design, construction support, and construction inspection of the project.

[19] TAP-CMAQ website - http://www.dot.ny.gov/TAP-CMAQ

PROJECT EVALUATION AND SELECTION PROCESS

A. Project Evaluation

Project applications will initially be screened for eligibility as follows:

- The project has an eligible Sponsor.
- The project fits into one of the eligible TAP funding categories. NYSDOT Regions will consult with NYSDOT Main Office and FHWA to determine project eligibility as needed.
- The project relates to surface transportation (not exclusively recreational).
- The project meets minimum/maximum funding request award criteria. (Minimum federal share is $500,000 and maximum federal share is $7 M.)
- The project meets a minimum 20% local match. Sponsor pays 100% of project costs, then requests reimbursement for 80% of the project's eligible project costs, capped at the project award amount.
- The Regional Planning Office Concurrence Form was submitted for projects on the state system.
- A complete application Pre-Review was submitted.
- The Sponsor's Responsible Local Official (RLO) or designated employee has certified viewing a current TAP Informational Workshop.
- Completed application with supporting documentation is submitted by the deadline.

Applications that do not meet the eligibility criteria listed above will not be scored.

Regional review teams will then review and score each application. Regional Evaluation Teams comprised of NYSDOT Regional personnel, Metropolitan Planning Organization (MPO) personnel, and subject matter experts within the respective regions. A team may include representatives of other state agencies, including Regional Economic Development Councils; regional planning commissions; Right-of-Way (ROW) professionals; and various interest groups, such as bike/pedestrian advocacy groups, provided there are no conflicts of interest. Rating criteria is below.

TAP Project Evaluation Criteria

Category	Evaluation Criteria	Available Points
Project Benefits	• Project benefits and proposed solutions (10) • Safety improvements (5) • Community Support (5)	**20**
Project Alignment	• Alignment with TAP program and other surface transportation plans, projects, and systems (20)	**20**
Essential Project Management Elements	• Schedule (15) • Budget (15) • Right-of-way assurance (15) • Match assurance and ability to deliver the project (15)	**60**
	Total Points:	**100**

Project Benefits (20 points):

Project Benefits including Safety improvements and Proposed Solutions

This criterion focuses on the project's community/public benefit.

- The project addresses a surface transportation problem/need and the solution is clearly defined, well developed, comprehensive, and reasonable.
- The project contributes to community economic competitiveness (e.g., quality of life, access to business, jobs, education, public services).
- The project promotes community connectivity, revitalizes the community or can improve public health and safety.
- The project improves system efficiency, accessibility, modal connections, interconnectivity, awareness, or safety. (e.g., reducing crash potential, providing new modal connections, improving awareness of modal options through education and outreach if a Safe Routes to Schools project).
- The project is a high priority for the community which will also reduce crashes, personal injuries, fatalities or addresses a high accident location.
- The project will be open and available to the public. If not, the restrictions need to be explained, be reasonable and are allowable under federal aid funding regulations.
- The project improves mobility, accessibility, and the community's transportation character such that the street network is more walkable and safer for all transportation mode users: pedestrians, bicyclists, transit users and drivers.

Community Support

- The project has documented public and community support (support letters attached to application) and incorporates input from the community during the development of the project scope.

  Letters from individuals, resolutions, or other formal actions of support by groups are helpful to demonstrate support for the proposed project.

Project Alignment (20 points):

This criterion focuses on the relationship of the project to transportation and the Transportation Alternatives Program, plans, projects, and systems.

- The project is referenced in a regional, state or local plan such as a Comprehensive/ Master Plan, Corridor Plan, Scenic Byway Plan, Americans with Disabilities Act (ADA) Transition Plan, Metropolitan Planning Organization (MPO) Plan, Regional Economic Development Council (REDC) Plan, NYS Bicycle Routes, Smart Growth or Complete Streets Plan. Identify plan in the project application (be specific regarding the location of this information; e.g., "Project is referenced in our municipal comprehensive plan on page 36, 3rd paragraph").
- The project demonstrates relationship to surface transportation and makes connections to the built environment creating connections between trails, sidewalks to transit, community centers or schools.
- The project enhances the trip experience, improves safety, connectivity, or user access (e.g., Americans with Disabilities Act compliance).
- The project expands travel choices or improves access for the traveling public.
- The project meets the intended program purpose.

Essential Project Management Elements (60 points):

This criterion considers project schedule, budget, status of right-of-way, match assurance and ability to deliver the project. The submission of project deliverables documentation allows for a better assessment of the current project status.

Project Schedule

- The schedule is realistic in relation to regulatory reviews (NEPA/SEQR, SHPO, etc.) right-of-way approvals, utility relocations, design approvals, advertising, letting and construction.
- The project is ready to be implemented:
    - Fully execute a State-Local Agreement (SLA) within 9 months of award.
    - Progress to construction within 24 months.
    - Reflect project activities within schedule.
- The project will be completed within 30 months of commencing construction.

The schedule should include all project phases, activities, and milestones: preliminary design (including appropriate permitting requirements), final design, consultant selection, right of way activities (including surveying and mapping), construction, construction inspection, etc. Scheduling considerations should include time to execute an SLA with NYSDOT, consultant selection, utility coordination/relocations, materials testing, advertising, letting, coordination with regulatory agencies, etc.

Project Budget

Project budget should reflect all costs associated with advancing the project in compliance with all state and federal requirements. The well-developed, inclusive project budget should include items according to NYSDOT Standard Specifications, quantities to match the project scope, any consultant fees (design, environmental review, real estate acquisition, and construction inspection), and any necessary ROW.

- The budget estimates are verifiable in relation to the scope and schedule proposed for completion.
- The budget reflects the project scope, including design, right-of-way, mapping, survey, consultant services, activities/acquisition, regulatory reviews and permits, construction, construction inspection, etc.
- The budget identifies all cost considerations.

Right of Way (ROW) Status

- Identify status of right-of-way for proposed project: owned, leased, or need to be acquired.
- Proof of ROW ownership provided through surveys, highway record plans, or clearance certificates. Tax maps are not sufficient property boundary line documentation.
- If ROW acquisition (purchase/lease) is required (typical range: 5-15% of total project cost):
    - Identify number of parcels.
    - Type of acquisition – purchase/lease.
    - Temporary or permanent.
- Identify any railroad ROW involved with the project.
- Identify any potential utility conflicts.

- Reflect all ROW activities in the project schedule and budget, including ROW incidentals, mapping, and survey.

Match Assurance, Partnerships, and Ability to Deliver the Project

- The project match is assured by resolution or documented source (letter of intent, etc.). Sponsor pays 100% of project expenditures then requests reimbursement for 80% of eligible project costs, capped at the amount awarded.
- The project leverages other partnerships or fund sources (e.g., greater than 20% match; public private partnerships; leveraging other grant sources or partner participation).
- The Sponsor demonstrated effectiveness in using federal aid funds and delivering a federal aid project in the past five (5) years.
- The Sponsor demonstrates responsibility for all aspects of the approved project, including constructed facility future maintenance and operation.
- The proposed work is technically feasible and implementable and can be advanced within a reasonable time frame as supported by the Sponsor's application.
- The project delivery includes cost-effective solutions or creative/innovative ways to deliver the project (e.g., use of donated materials; a unique or efficient delivery method such as using a county to deliver a town project).

A Sponsor's previous performance utilizing awarded federal transportation funds is also taken into consideration. Undertaking and completing federal aid projects on schedule, within budget, and in accordance with program rules and regulations will be considered.

Allowances may be made for a Sponsor's past poor performance on a previous federal aid project when: 1) the performance was due to circumstances beyond its control; or, 2) where Sponsor can demonstrate that it has corrected policies, procedures, and staffing that were deemed to have resulted in the poor performance; and 3) show successful completion of projects since that time.

B. Project Selection and Announcement

Upon completion of the application evaluation and scoring, applications will be ranked in order of their score. Projects will be selected in order from highest to lowest until funding is exhausted unless

- The applicant already had higher ranked project(s) selected
- Inclusion of the project would result in the total of all project awards exceeding the total funding available for the award
- Inclusion of the project would exceed the amount of funding available in that urbanized area
- There was an overriding factor or policy consideration, not otherwise accommodated in the scoring process (i.e. geographical balance)

In an event of a tie score, not otherwise differentiated by the factors above, NYSDOT will use its discretion to select a project for funding based on consideration of cost-effectiveness, geographic balance, and benefits of overall investments that align with NYS CLCPA.

Individual Sponsors will be notified of award or non-award. No partial awards will be made. In addition, all project awards are announced via a press release. Sponsors will be awarded the full amount of funds requested; however, the award may be reduced if a determination is made that a portion of the proposed project is not eligible for federal aid. Note that ineligible expenses will not be reimbursed.

After projects are announced, NYSDOT and the MPOs will place the approved projects on the Transportation Improvement Programs (TIPs) and the Statewide Transportation Improvement Program (STIP). While FHWA has an active role in supporting project eligibility determinations and will have the final say if there is disagreement over project eligibility elements or project scope, the responsibility for developing project selection and implementation processes rests primarily with the State. In New York State, the responsibility for soliciting proposals and evaluating, ranking, and prioritizing applications rests jointly with NYSDOT and the MPOs.

OPTIONAL NON-SELECTED PROJECTS DEBRIEF & PROTEST PROCEDURE

Sponsors whose projects are not selected in this solicitation, may request a debrief meeting or submit a protest.

Project Debrief:

The purpose of a debrief meeting is to provide the Sponsor an opportunity to learn the reason(s) the submitted proposal was not selected for an award. Debriefings are intended to make the selection process open and transparent and assist the Sponsor to become a more viable competitor for future NYSDOT TAP solicitations.

Debrief requests are to be submitted in writing (an email request is sufficient) within 30 days of the delivery/receipt of Funding Notice Letter. Requests are to be submitted to: TAP-CMAQ@dot.ny.gov.

Project Protest:

Applicants who submitted a proposal for this grant solicitation who are not selected for award may file a written protest within four (4) business days of the delivery/receipt of the Funding Notice Letter utilizing NYSDOT's Competitive Grant Protest Procedure[20].

[20] Competitive Grant Protest Procedure - https://www.dot.ny.gov/divisions/policy-and-strategy/public-trans-respository/Competitive%20Grant_Protest%20Provisions_7.2023%20FINAL.pdf

RESOLUTION NO.: ________-2026

OF

JANUARY 26, 2026

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO M & J MANAGEMENT CORPORATION TO THE PREMISES KNOWN AS 39 LUTHERAN STREET (N/K/A 37 LUTHERAN STREET) (SECTION 29, BLOCK 3, LOT 14)

WHEREAS, on September 20, 1996, the City of Newburgh conveyed property located at 39 Lutheran Street (n/k/a 37 Lutheran Street), being more accurately described on the official Tax Map of the City of Newburgh as Section 29, Block 3, Lot 14, to M & J Management Corporation; and

WHEREAS, the title company acting on behalf of the current owners, The Barry Siegel Group LLC (by Barry Siegel, managing member), has requested a release of the restrictive covenants contained in the deed from the City of Newburgh; and

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

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

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 39 Lutheran Street (n/k/a 37 Lutheran Street), Section 29, Block 3, Lot 14 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, and 4 in a deed dated September 20, 1996, from THE CITY OF NEWBURGH to M & J MANAGEMENT CORPORATION, recorded in the Orange County Clerk's Office on October 9, 1996, in Book 4465, Page 234 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _________________, 2026

THE CITY OF NEWBURGH

By: ____________________________________
Todd Venning, City Manager
Pursuant to Res. No.: _____-2026

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

On the ____ day of ________________________ in the year 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

____
Notary Public

RESOLUTION NO.: ________-2026

OF

JANUARY 26, 2026

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO BORGO KENNA CORPORATION TO THE PREMISES KNOWN AS 23A CITY TERRACE (SECTION 29, BLOCK 4, LOT 21)

WHEREAS, on December 8, 2000, the City of Newburgh conveyed property located at 23A City Terrace, being more accurately described on the official Tax Map of the City of Newburgh as Section 29, Block 4, Lot 21, to Borgo Kenna Corporation; and

WHEREAS, the title company acting on behalf of the current owners, Ernest and Janet Graves, has requested a release of the restrictive covenants contained in the deed from the City of Newburgh; and

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

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

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 23A City Terrace, Section 29, Block 4, Lot 21 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated February 24, 1982, from THE CITY OF NEWBURGH to BORGO KENNA CORPORATION, recorded in the Orange County Clerk's Office on December 8, 2000, in Book 5428, Page 133 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _________________, 2026

THE CITY OF NEWBURGH

By: ____________________________________
Todd Venning, City Manager
Pursuant to Res. No.: _____-2026

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

On the ____ day of ________________________ in the year 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

____
Notary Public

RESOLUTION NO.: _____ - 2026

OF

JANUARY 26, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A DONATION OF OFFICE FURNITURE FROM MOUNT SAINT MARY COLLEGE FOR USE BY COUNCIL MEMBER RONALD ZORRILLA

WHEREAS, Mount Saint Mary College has offered to donate office furniture, including one desk with return (approximately 66" x 84"), one desk chair, two side chairs, two guest soft seating chairs, one bookcase / bookshelf (approximately 6 feet tall), and one small wood table (approximately 22" x 22") to the City of Newburgh; and

WHEREAS, this contribution will be used by Council Member Ronald Zorrilla and will eliminate the City's costs and expenses related to purchasing office furniture; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to accept the office furniture donated by Mount Saint Mary College, with the appreciation and thanks of Council Member Ronald Zorrilla and the City of Newburgh.

RESOLUTION NO.: ______ - 2026

OF

JANUARY 26, 2026

A RESOLUTION AUTHORIZING AN AGREEMENT WITH RUSSELL THORNBURG FOR INTERNATIONAL RESIDENTIAL CODE PLAN SET REVIEW AND TRAINING SERVICES AT A COST OF $14,500.00

WHEREAS, the City of Newburgh has recognized a need to improve training, improve competency, and stay current on changes to the International Residential Code, a portion of the New York State Uniform Fire Prevention and Building Code; and

WHEREAS, the City of Newburgh received a proposal from Russell Thornburg to provide members of the City of Newburgh Bureau of Code Compliance with six (6), six-hour training sessions at 123 Grand Street, Newburgh geared towards improving International Residential Code plan set review skills; and

WHEREAS, the cost of these services will total $14,500.00 and be paid from A.8664.0463 – Education ($10,800.00) and A.8664.0448 – Other Services ($3,700.00), respectively; and

WHEREAS, this Council finds it in the best interest of the City of Newburgh to enter into an agreement with Russell Thornburg for such training services; and

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 an agreement with Russell Thornburg at a cost of $14,500.00 for International Residential Code plan set review and training services.

Independent Contractor
Agreement

This agreement is entered into on January _____, 2026, between the City of Newburgh, New York, a municipal corporation with an address of 83 Broadway, Newburgh, New York 12550 ("City") and Russell Thornburg, with an address of 445 CR 338, Milano, Texas 76556 ("Russell Thornburg").

Russell Thornburg shall provide six (6) full days (36 ICC-CEU hours) of training classes to the City of Newburgh as set forth below. Russell Thornburg agrees to perform these services for the City of Newburgh, New York under the terms and conditions set forth in this agreement.

In consideration of the mutual promises contained herein, it is agreed:

A. DESCRIPTION OF WORK: Russell Thornburg shall provide the following services:

   a. Six (6), full day (6-hour) training sessions, plus 1 hour break for lunch, scheduled for the following dates/times:
      i. Tuesday, February 24, 2026; 9 a.m. – 4 p.m. (Residential Deck Design & Construction)
      ii. Wednesday, February 25, 2026; 9 a.m. – 4 p.m. (Accessory Structures)
      iii. Thursday, February 26, 2026; 9 a.m. – 4 p.m. (Spray Foam)
      iv. Tuesday, October 27, 2026: 9 a.m. – 4 p.m. (Ethics [1/2 day], Contractor/Building Department Relationship [1/2 day])
      v. Wednesday, October 28, 2026: 9 a.m. – 4 p.m. (Safety Glazing [1/2 day], Engineering Products and Conventional Wood Framing [1/2 day])
      vi. Thursday, October 29, 2026: 9 a.m. – 4 p.m. (Fire-Resistant Construction - Townhouses and Two-Family Dwellings)

   b. All training sessions shall cover the material above, unless adjusted mutually adjusted between the City and Russell Thornburg.

i.	**Code Edition:**	2024 International Residential Code
ii.	**Code Sections:**	Chapters: 1 - 10
iii.	**Presentation:**	In-Person – Seminar – 123 Grand Street, Newburgh, NY 12550
iv.	**Level:**	(Basic, Intermediate)
v.	**Location:**	Participants will be required to be on-site for in-person classes
vi.	**Target Audience:**	New York State Code Enforcement Officers for Property Maintenance, Field Inspection, and Plan Examination

B. PAYMENT: The City will pay Russell Thornburg the amount of **$14,500.00** for services rendered, with $7,100.00 due after delivery of the February 2026 training services and $7,400.00 due after delivery of the October 2026 training services**.** Russell Thornburg shall be responsible for all travel and other expenses in connection with the delivery of services. Delivery of all training sessions shall be required for City responsibility for payment. Payment must be mailed with 30 days of receipt of a Final Invoice issued by Russell Thornburg. Final invoice must be dated no earlier than the last date of delivery of all training sessions. Payment shall be made payable to "Russell Thornburg".

C. RELATIONSHIP OF PARTIES: This agreement creates an independent company-contractor relationship. Russell Thornburg is not an employee of the City of Newburgh, New York for any purpose.

D. Russell Thornburg is not entitled to any benefits that the City of Newburgh, New York provides its employees. This is not an exclusive agreement. Both parties are free to contract with other parties for similar services. CANCELLATION: Either party may cancel this agreement up to 14 days before the initial training date listed above for any reason. If the City of Newburgh cancels with the instructor the instructor will charge for actual losses incurred (i.e.) non-refundable airline tickets, hotel rooms, etc. If no out-of-pocket expenses have been incurred, then no cancellation fees will be charged. Fees will be due within 30 days of receipt of a cancellation invoice.

E. Russell Thornburg is permitted to cancel up to the training date due to illness or death in the family.

Independent Contractor
Agreement

F. By signing below, the City of Newburgh, New York and Russell Thornburg agree to the conditions outlined in this contract.

G. This Contract may not be assigned by either party.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

City of Newburgh, New York

Signature: ______________________ Date: ______________________
Print Name: Todd Venning
Title: City Manager/CEO

Russell Thornburg

Signature: ______________________ Date: ______________________
Print Name: Russell Thornburg
Title: Independent Contractor / Service Provider

RESOLUTION NO.: _____ - 2026

OF

JANUARY 26, 2026

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH DESMAN, INC. FOR A PARKING STUDY IN AN AMOUNT NOT TO EXCEED $65,110.00

WHEREAS, the City duly advertised for proposals in Solicitation No. 14.25 for a parking study; and

WHEREAS, the City received seven (7) proposals, and Desman, Inc. received the highest score according to the scoring matrix in Solicitation No. 14.25; and

WHEREAS, this Council finds it to be in the best interest of the City of Newburgh to enter into a contract with Desman, Inc. to conduct a parking study in accordance with the specifications set forth in Solicitation No. 14.25; and

WHEREAS, the cost of these services, including reimbursable expenses, will total an amount not to exceed $65,110.00 and be paid from A.8684.0448 – Other Services;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to enter into a contract with Desman, Inc. for a parking study in an amount not to exceed $65,110.00.

CITY OF NEWBURGH
Professional Services Agreement

This professional services agreement ("Agreement") is made and entered into this ______ day of _________________________, 2026, by and between the City of Newburgh, a municipal corporation, with an office address of 83 Broadway, Newburgh, New York 12550 ("City"), and Desman, Inc., with an office address of 3 West 35th Street, 3rd Floor, New York, NY 10001 ("Consultant").

WITNESSETH

WHEREAS, the City of Newburgh seeks Consultant's services to provide a study that will: (a) inventory and assess of the availability of public parking in the City of Newburgh; (b) provide targeted recommendations to address real and perceived parking concerns (c) identify replacement parking strategies for maximum development of surface parking; (d) recommend best practices and design standards for on-street, ADA-compliant parking spaces that utilize the materials in the City's adopted Streetscape Standards.

WHEREAS, the City seeks Consultant's services in order to assist the City to advance the City's goals and objectives.

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

Schedule A – Scope of Services (hereafter referred to as "Services")
Schedule B – Pricing Matrix/Fee Schedule

WHEREAS, the term shall begin upon receipt of a fully-executed Agreement by Consultant from the City, with work elements being started during the term and continuing to completion and acceptance by the City.

WHEREAS, the basic services amount to be expended under this Agreement shall not exceed **sixty-five thousand one hundred ten and 00/100 dollars ($65,110.00)**, with payment being made in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, In consideration of the statements and conditions herein, the City does hereby engage Consultant to perform the services, and Consultant does hereby agree to perform such services described herein. The City and Consultant agree as follows:

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

1. GENERAL OBLIGATIONS OF CONSULTANT

1.1 This Agreement incorporates by reference as if set forth herein the Consultant's proposal dated December 3, 2025, updated December 11, 2025, and any subsequently submitted documents, communications and representations ("Proposal Documents") utilized by the City in evaluating the Consultant for award of this Agreement.

1.2 This Agreement sets forth the general terms and conditions governing the entire Scope of Services (**<u>Exhibit A</u>**) that the City may seek and the actual Services obligated by the City pursuant to a properly executed Task Order. This Agreement alone does not obligate compensation to be paid by the City or Services to be performed by the Consultant. Services and compensation for such Services shall only be obliged upon the proper and complete execution of a Task Order.

1.3 The Consultant shall thoroughly familiarize itself with the nature and scope of the Scope of Services under this Agreement and with matters which may affect this Scope of Services, including the Law governing the Scope of Services and this Agreement. "Law" means all existing federal, state, and local statutes, laws, codes, ordinances, decrees, rules, regulations, requirements, required permits and licenses, and orders, of federal, state, municipal, or local governmental authorities. Any failure by the Consultant to thoroughly familiarize itself with and understand such matters shall not relieve the Consultant of its obligations under this Agreement or any Task Order hereunder.

1.4 The Consultant shall perform the Services contained in any Task Order that conforms to generally accepted industry and professional practices, and the care and skill ordinarily exercised, for such Services. The Consultant will perform work under this contract by competent personnel under the management, supervision, and direction or employment of, the Consultant.

1.5 The Consultant shall commit adequate resources to perform the Services.

1.6 The Consultant shall submit all compliance documentation required by the City in any attachments hereto, or otherwise required by any RFP or Task Order(s) related to the Services.

2. GENERAL OBLIGATIONS OF THE CITY

2.1 City agrees to compensate the Consultant for its performance of the Services under any proper and fully executed Task Order at the schedule set forth in the applicable Task Order and at the rates established in **<u>Exhibit B</u>** (also referred to herein as the "Pricing Matrix" or the "Fee Schedule"). Consultant agrees that in no event will the City pay the Consultant more than **<u>sixty-five thousand one hundred ten and 00/100 dollars ($65,110.00)</u>** ("Total Fee") for the Services under all Task Orders under this

Agreement. The Consultant under no circumstances shall exceed the Total Fee without a properly and fully executed modification placed against this Agreement. the City will not be obligated to remit payment to the Consultant for any fees or expenses (including termination costs and travel expenses) if to do so would exceed the Total Fee, and the Consultant shall not be obligated to continue performance if to do so would cause the Consultant's fees to exceed the Total Fee, unless and until the Parties properly and fully execute a modification against this Agreement.

2.2 The City shall, in its sole discretion, determine the extent to which it will use the Services of the Consultant. This Agreement does not guarantee any minimum number of hours or amount of funds to be utilized over its term.

2.3 Nothing herein is intended nor shall it be construed as creating any exclusive arrangement with the Consultant. The Consultant shall not restrict the City from contracting with other entities for any or all of the Services contained in the Scope of Services.

3. TASK ORDERS

3.1 All Services and compensation shall be obligated pursuant to a Task Order, which shall include a Statement of Work that will set forth the specific Services required by the City.

4. TERM OF AGREEMENT

4.1 This Agreement shall commence as of the Effective Date and shall terminate: (a) upon Consultants completion of the Services, as determined by the City, but no later than one (1) year from the Effective Date; or (b) upon termination of this Agreement in accordance with Section 8 of this Agreement.

4.2 Any extension of this Agreement shall be mutually agreed to by the Parties in writing through a modification to the Agreement. If the Agreement is not modified, unless otherwise instructed by the City, by the end of the period of the Agreement, Consultant shall deliver any and all Property belonging to the City to a location designated by the City. In addition, the Consultant, at no additional cost, shall: (a) cooperate fully at the direction of the City in the orderly transition of the Services to its successor; and (b) undertake the orderly cessation of the Services. For the purposes of this provision, "Property" means all tangible and real property owned or leased by the City. the City property includes both the City-furnished and Consultant-acquired property. the City property includes material, equipment, special tooling, special test equipment, and real property.

5. CONSULTANT REPRESENTATIONS AND WARRANTIES

5.1 Consultant represents, covenants, and warrants that:

5.1.1 The Consultant is a company in good standing and qualified to carry on business in the State of New York and has the approval, capacity, and authority to enter into this Agreement and to perform the obligations of the Consultant under this Agreement.

5.1.2 This Agreement does not in any way conflict with any other agreements of the Consultant.

5.1.3 The Consultant possesses the business, professional, and technical expertise, and training required to perform the Services.

5.1.4 The Consultant has or shall obtain, or cause to be obtained, all personnel necessary, with appropriate education, experience and expertise, to undertake and provide the Services in a manner satisfactory to the City.

5.1.5 The Consultant possesses the equipment, facilities, and employees to perform its obligations under this Agreement.

5.1.6 The Consultant and/or its facilities, employees, or agents, have been issued, as of the date of this Agreement and throughout the term of the Agreement, all material permits, licenses, certificates, or approvals required by applicable Law necessary to perform the Services.

5.1.7 That all documents, including, but not limited to, invoices, billings, back-up information for invoices, and reports submitted by the Consultant to the City in connection with the Services are complete and accurate to the best of the knowledge of the Consultant. The Consultant represents that the City, for whatever purpose, may rely upon all such documents and the data therein as being complete and accurate. The Consultant agrees to promptly notify the City upon discovery of any instances where the Consultant becomes aware of any discrepancies in relation to documents under this Section.

6. INSPECTION & ACCEPTANCE

6.1 Not applicable for to this Agreement.

7. PAYMENT AND ACCOUNTING PROCEDURES

7.1 Payment for all Services shall be made in United States currency.

7.2 Payment will only be made upon receipt of an accurate and complete invoice from the Consultant for Services rendered, in conformance with the Task Order's payment schedule.

7.3 The City reserves the right to refuse payment on any portion thereof, until such portion is acceptably presented.

7.4 Except as may be specifically provided in the Task Order, the Consultant is solely responsible for all the Consultant's costs and any other expenses necessarily and incidentally incurred in order to complete the Services.

7.5 Consultant shall submit an electronic invoice to the City's Comptroller. Each invoice must include all applicable supporting documentation, including but not limited to:

7.5.1 Name and address of the Consultant;

7.5.2 Invoice date and number;

7.5.3 Task Order number;

7.5.4 Description of services, quantity of Services, unit or rate of measure of the items delivered;

7.5.5 Terms of any discount for prompt payment offered;

7.5.6 Receipts and expense reports;

7.5.7 Name and address of official to whom payment is to be sent;

7.5.8 Name, title, and phone number of person to notify in the event of defective invoice; and

7.5.9 Additional information as reasonably required by the City Comptroller.

7.6 All amounts paid by the City to the Consultant are subject to audit by the City, as set forth in Section 10 of this Agreement.

7.7 Payment received hereunder shall be the full and complete satisfaction of any and every claim resulting from the approved items in such requisition.

7.8 The City's payment of all or a part of an invoice shall neither relieve the Consultant of any of its obligations under this Agreement nor constitute a waiver of any claims by the City.

8. TERMINATION

8.1 Termination for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Agreement shall, at the option of the the City, become the City's property upon payment to the Consultant for just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Consultant,

8.2 Termination for Convenience. the City may terminate this Agreement at any time by giving at least ten (10) business days' notice in writing to the Consultant. If this Agreement is terminated by the City as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date.

8.3 Upon termination of this Agreement, the Consultant, at no additional cost, shall: (a) cooperate fully at the direction of the City in the orderly transition of the Services to its successor; and (b) undertake the orderly cessation of the Services.

9. SUPERVISION OF SERVICES

9.1 The the City may, upon reasonable prior notification, call meetings which shall be attended by representatives of the Consultant.

9.2 The Consultant will cooperate with the City at all times during the performance of Services and promptly study and act upon, as is commercially reasonable, all the City recommendations and proposals.

9.3 The Consultant shall cooperate with the City in promptly completing and submitting all documents and records required by the City or other authorized representatives and otherwise comply with all applicable orders, administrative rules, regulations and procedures of the City for the proper administration of the Services.

10. INSURANCE AND INDEMNITY

10.1 <u>Indemnity:</u> Consultant shall, and hereby agrees, to hold harmless, and indemnify the City, and its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, managers, representatives, and affiliates (collectively, "the City"), from and against any and all losses to the extent caused by negligent performance of the Consultant including: expenses, claims, demands, damages, judgments, liabilities, costs of any form or nature whatsoever (including reasonable attorneys' fees), resulting from, arising out of, or in consequence of any action or cause of action in connection with this Agreement, including, but not limited to, property damage, any injuries or death sustained by any persons, employees, agents, invitees and the like, any infringement of copyright, royalty, or other proprietary right in consequence of any design(s) created and/or specifications prepared in accordance with the Agreement, the Services or Scope of Services, or any Task Order(s), any injuries or damages resulting from defects, malfunction, misuse, etc. of Consultant-provided equipment and materials, any violations of law, violations of this Agreement, or the conduct (including any acts, omissions, negligence, malfeasance, or willful misconduct) of Consultant or any subcontractor or supplier of any level or tier or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. This clause shall survive indefinitely the termination of this Agreement for any reason.

10.1.3 Not applicable.

10.1.4 Not applicable.

10.2 <u>Insurance:</u> Consultant shall procure and maintain, at its sole cost and expenses, in full force and effect without interruption during all periods of services covered by this Agreement, the Services or Scope of Services, or any Task Order(s), insurance of the type, and with the limits and deductibles, as follows:

10.2.3 Commercial General Liability Insurance. In an amount not less than one million dollars ($1,000,000.00) per occurrence, bodily injury (including death) and property damage combined; one million dollars ($1,000,000.00) per occurrence for personal and advertising injury; two million dollars ($2,000,000.00) products/completed operations aggregate; and two million dollars ($2,000,000.00) per location aggregate. Such insurance shall be written on an "occurrence" basis and shall apply on a primary, non-contributory basis irrespective of any other insurance, whether collectible or not. The policy(ies) shall be endorsed to name the City of Newburgh "Additional Insureds."

10.2.4 Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows: $1,000,000 per occurrence.

10.2.5 Comprehensive Automobile Liability. Not applicable.

10.2.6 Workers' Compensation Insurance and Disability Benefits Insurance. Not applicable.

10.2.7 Standard "All Risk" Property Insurance. Not applicable.

10.2.8 Excess Liability Insurance. Not applicable.

10.2.9 Not applicable.

10.2.10Not applicable.

10.3 All policies shall be written with insurance companies licensed to do business in New York and rated not lower than A+ in the most current edition of AM Best's Property Casualty Key Rating guide. All policies will provide primary coverage for obligations assumed by Consultant under this Agreement, the Services or Scope of Services, or any Task Order(s), and shall be endorsed to provide that the City shall receive thirty (30) days prior written notice in the event of cancellation, non-renewal or material modification of such insurance.

10.4 The Consultant shall provide Certificates of Insurance to the City prior to the commencement of work, and prior to any expiration or anniversary of the respective policy terms, evidencing compliance with all insurance provisions set forth above, and shall provide full and complete copies of the actual policies and all endorsements upon request. Failure to provide adequate or proper certification of insurance, specifically including the City as "Additional Insureds", shall be deemed a breach of contract.

10.5 An Accord Certificate of Insurance is an acceptable form to submit evidence of all forms of insurance coverage except Workers' Compensation Insurance and Disability Benefits Insurance. For evidence of Workers' Compensation Insurance, the contractor must supply one of the following forms: Form C-105.2 (Certificate of Workers' Compensation Insurance issued by a private carrier), Form U-26.3 (Workers Compensation Insurance issued by the State Insurance Fund), Form SI- 12 (Certificate of Workers' Compensation Self- insurance), Form GSI-105.2 (Certificate of Participation in Workers' Compensation Group Self-Insurance), or CE-200 (Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage). For evidence of Disability Benefits Insurance, the contractor must supply one of the following forms: Form DB-120.1 (Certificate of Disability Benefits Insurance), Form DB-155 (Certificate of Disability Benefits Self-Insurance), or CE-200 (Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage).

10.6 Subcontractors under this Agreement shall only be subject to b(i)-(iv) of this Section, except that (b)(vi)-(vii) shall apply where applicable. However Consultant shall require subcontractors to maintain greater limits and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are (a) generally imposed by the Consultant given its normal course of business for subcontracts for similar services to those being provided by the subcontractor at issue; or (b) reasonable and customary in the industry for similar services to those anticipated hereunder.

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

11. ASSIGNMENT AND SUBCONTRACTING

11.1 The right to assign this Agreement or subcontract any of the Services under a Task Order to this Agreement is generally prohibited without prior written approval of the City.

11.2 Any change of control by the Consultant, shall be deemed an assignment that requires prior written consent. A "change of control" includes any merger, consolidation, sale of all or substantially all of the assets of the Consultant.

11.3 As part of any subcontract hereunder, after Consultant receives written approval, the Consultant must incorporate the terms of this Agreement in its subcontract, including those Insurance requirements which are applicable to subcontractors pursuant to Section 11(b), so that the terms apply in the same manner and with the same effect as set forth in this Agreement and Task Orders hereunder. If the Consultant does subcontract out any portion of the Services, after notice and consent are given, nothing contained in this Agreement or otherwise, shall create any contractual relationship between the City and the Consultant's subcontractors, and no subcontract shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the City for the acts and omissions of its subcontractors of any level or tier and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of Consultant and for persons directly employed by the Consultant.

11.4 The Consultant's obligation to pay its subcontractors is an independent obligation from the City's obligation to make payments to the Consultant. As a result, the City shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

12. COMPLIANCE WITH LAW

12.1 The Consultant shall comply with all Law applicable to this Agreement and the Services performed hereunder.

12.2 The Consultant shall promptly notify the City in writing upon discovery of any failure, or any allegation of any failure, of the Consultant to comply with any applicable Law relevant to the performance of Services or any requirement of this Agreement.

12.3 Duties and obligations imposed by the Agreement, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed by applicable Law.

13. MISCELLANEOUS PROVISIONS

13.1 Force Majeure. Any delay or failure of either party to perform its obligations hereunder shall be suspended if, and to the extent, caused by the occurrence of a Force Majeure. In the event that either Party intends to rely upon the occurrence of a force majeure to suspend or to terminate its obligations, such Party shall notify the other Party in writing immediately, or as soon as reasonably possible, setting forth the particulars of the circumstances. Written notices shall likewise be given after the effect of such occurrence has ceased. "Force Majeure" means riots, wars, civil disturbances, insurrections, acts of terrorism, epidemics, acts of nature whose effects prevent safe passage of vehicles upon state or federal highways for a continuing period of not less than fourteen (14) days and federal or state government orders, any of which is beyond the reasonable anticipation or control of the applicable Party and which prevents performance of this Agreement, but only to the extent that due diligence is being exerted by the applicable Party to resume performance at the earliest possible time.

13.2 Calendar Days. Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, including weekends and Federal Holidays, unless otherwise expressly provided. To the extent a deadline falls on a weekend or Federal Holiday, the next business day shall be the applicable deadline.

13.3 No Third Party Beneficiary. This Agreement is intended solely for the benefit of the Parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction or of any party in connection therewith.

13.4 Authorization. The Consultant, or the representative(s) signing this Agreement on behalf of the Consultant, represents and warrants that the Consultant has full power and authority to enter into this Agreement and to perform the obligations set forth herein, and that the representatives signing this Agreement have the authority to execute this Agreement on behalf of the Consultant and to bind the Consultant to its contractual obligations hereunder.

13.5 Survivability. Notwithstanding any other provisions of this Agreement or a Task Order hereunder, or any general legal principles to the contrary, any provision of this Agreement, including all Appendices, Exhibits, Task Orders, modifications and any other related Agreement document that imposes or contemplates continuing obligations on a Party will survive the expiration or termination of this Agreement.

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

Notice served upon the City shall be delivered to:

City of Newburgh
attn.: Department of Planning and Developement
123 Grand Street
Newburgh, New York 12550

with copy to:

City of Newburgh
attn.: Office of the Corporation Counsel
83 Broadway
Newburgh, New York 12550

Notice served upon Consultant shall be delivered to:

Desman, Inc.
3 West 35th Street, 3rd Floor
New York, NY 10001

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

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

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

13.10 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

Any changes to this Agreement may be amended by mutual consent of the parties hereto in writing.

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

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

14. CERTIFICATION FOR FEDERAL-AID CONTRACTS (IF APPLICABLE)

14.1 Should this Agreement, or any portion thereof, be funded with federal aid, Consultant certifies, by signing this Agreement, to the best of its knowledge and belief, that:

14.1.2 No federal 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

14.1.3 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

14.1.4 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):

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

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

14.1.7 Does not have a proposed debarment pending; and

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

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[Signature and Acknowledgment Pages to Follow]

Signature Page
Agreement for Professional Services
City of Newburgh with Desman, Inc.

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

DATED: ____________________, 2026 CITY OF NEWBURGH

By: ____
Name: Todd Venning
Title: City Manager
Per Res.: ______-2026

DATED: ____________________, 2026 DESMAN, INC.

By: ____
Name: [Print Name]
Title: [Print Title]

Acknowledgment Page
Agreement for Design Services
City of Newburgh with Desman, Inc.

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

On the ____ day of ______________, in the year 2026, 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 2026, 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]

Approach

It is our understanding that the purpose of this study is to inventory and assess the availability of public parking and to provide targeted recommendations to address the relevant parking concerns. We plan to identify replacement parking strategies, allowing for maximum development of surface parking, while maintaining the scale of the community. We will also develop best practices and design standards for on-street ADA-compliant parking spaces that utilize the materials in the City's streetscape standard. We have developed a scope of services based on our previous parking experience in similar communities, our knowledge of the area, and our discussions with you.

Scope of Services

Task 1: Project Kick-off Meeting

We will have a virtual kick-off meeting to review staffing and project scope for DESMAN and City personnel; review the financial, occupancy, and operations history; establish lines of communication and other protocols; establish a defined timeline and key milestones; and gather relevant reports and base data from the City. This data will include information on historical and current year permit sales, transient parking volumes and revenue, and event parking, as well as any other current user groups.

Task 2: Existing Inventory Analysis

DESMAN will assess and map public on-street and public parking lot locations, time limits, hours of service, loading zones, and ADA-accessible parking as defined in the City Code. For target neighborhoods, our team will count and map the number and availability of parking during various days of the week and times of day. We will differentiate Residential Parking and Business/ Hospital Parking in the parking counts. We will analyze the changing dynamics of the target neighborhoods to determine low and peak demands or congested and problem areas of the existing inventory. We will update data provided by the city from an existing inventory of on- and off-street parking within the study area, including publicly-owned, publicly-available, and privately-owned spaces.

The assessment will identify the characteristics that are specific to the study area. In addition to the location and number of spaces on street and in facilities, the inventory will identify the type of parking (such as public/ private, surface/structured, short-/long-term, reserved/unreserved), the users served by each facility (such as employees, visitors, residents, special event patrons), hours of operation, method of enforcement, operating entity of each parking facility, and the number of spaces in each facility. This information will be summarized through tables and maps.

Task 3: Parking Surveys

Plan and execute surveys of prevailing on-street parking activity within the Hospital Neighborhood study area during the following timeframes:

- On a midweek night between 12:00 AM and 5:00 AM, to quantify the extent to which area residents park on-street.
- On the same midweek day between 8:00 AM and 10:00 AM, to quantify the extent to which area residents park overnight on-street and remain parked on-street before the opening of area businesses, but also as workers begin to arrive and occupy on-street spaces in the study area.
- On the same midweek day between 5:00 AM and 6:00 PM, to quantify the extent to which area business patrons and visitors also appear to occupy on-street spaces.
    - o The three counts described above would be documented through license plates, as this will provide the greatest reliability for how vehicles behave during the duration of the counts.

- In consultation with the City staff and steering committee, DESMAN will identify an appropriate week during which typical parking occupancy counts and observations will be conducted. These counts would occur on a typical weekday and/or weekend. DESMAN would recommend 3 specific timeframes to capture the peak parking activity between the hours of 7:00 AM – 11:00 PM. Our team may conduct additional occupancy counts at some facilities to capture unique parking demand characteristics that may not be captured during the identified survey periods.
- DESMAN will conduct occupancy counts at peak times of public parking facilities and private facilities open to the public.

Task 5: Stakeholder Engagement

Our team recognizes the value of inclusive and transparent planning processes, particularly when addressing sensitive issues such as parking availability and neighborhood impact. Given the City of Newburgh's large and diverse multilingual population, our team is committed to ensuring that all community members can meaningfully participate in the engagement process. To support this, we offer in-house translation and interpretation services to facilitate language access throughout the planning process.

Online Survey: The Project Team will develop questions for a focused online survey (we anticipate no more than ten questions) to gather input on parking availability and safety concerns, opportunities for improvement, and community priorities. The Project Team will analyze the survey results and use the findings to inform the strategy development. The survey would be hosted on the City's website.

Stakeholder Engagement: Our team will hold one day of focused in-person group stakeholder roundtable meetings with public and private entities identified and invited by City staff. The roundtable meetings would likely include business and property owners, employees, neighborhood representatives, city and county officials, developers, residents, transit agency officials, and members of the public. City staff circulate the invitations, manage scheduling, and secure the meeting venue for the round table meetings. The Project Team will prepare questions and summarize findings from stakeholder meetings.

Community Engagement Meeting: The Project Team will prepare for and lead one community open house to provide an overview of the project, present preliminary data, and collect community feedback on parking needs. Open house meeting formats are more inclusive and equitable because they offer flexible, drop-in participation, making it easier for people with varying schedules and responsibilities to attend. The informal, self-paced setting helps reduce barriers for those who may feel uncomfortable speaking in formal public meetings. Multiple engagement methods — such as visual displays, comment stations, and one-on-one conversations — accommodate different communication styles and comfort levels. Additionally, open houses can be tailored to include language access and accessibility features, ensuring broader community participation. We anticipate the city will arrange an ADA-accessible venue for the open house. The Project Team will summarize findings from the engagement activities and append these to the final Report.

Task 5: Trend Analysis

Based on the parking surveys conducted, we will analyze parking information and data, key factors affecting supply and demand, needs, and opportunities. Included in this task will be a comprehensive analysis of the City's parking demand, which will involve:

- An analysis of existing parking meter data to be provided by the City's vendor.
- An evaluation of existing information, including parking policies and land use ordinances.
- Creating parking demand projections and making recommendations to address parking concerns, including public policies and land use code changes.

The parking utilization data will be analyzed in order to identify the existence of current parking surpluses or deficits at specific locations within the study area.

Task 6: Development of Final Parking Plan

The DESMAN team will compile findings into a comprehensive parking study and needs assessment report. This will include:

1. A stand-alone report on the proposed area and rules for an on-street "Hospital Area" resident parking permit program to be used to petition the New York State Legislature as needed for a Resident Parking Permit area. This will include proposed permit costs, permit locations, ordinance requirements, State legislature requirements, establishing the administrative process of issuing the permits, signage, etc. Requirements for residents generally include proof of residency, a valid New York State driver's license, a vehicle registered in New York State to a local address, and payment of the permit fee.

The project team will present the pros and cons of establishing a resident parking permit in the City of Newburgh. In addition, the project team will research other municipalities within the state that have established by local law resident parking permit programs (e.g., Long Beach Island, Brookhaven, Harrison, and more).

2. Design standards, key locations, and three-year plan for on-street ADA parking spaces.

3. The evaluation of the current parking requirements in the City's Land Use Codes to fine-tune and potentially add to them to better align with City goals, community goals, and industry's best practices. Parking requirements that are not aligned with goals and best practices can have the effect of negatively affecting the residents and businesses, and visitors, suppressing tax-revenue-generating development, etc. This task will include:

   a. An analysis of at least three years of Parking Variances
   b. Projections of future parking demands and variance requests
   c. Development of draft Code changes, which could include, but may not necessarily be limited to:
      i. Rightsizing, reduction, or elimination of Minimum Parking Requirements for certain uses/or in certain areas
   d. Affordable housing or vacant building/lot development incentives
   e. Fee-In-Lieu option
   f. Shared/joint-parking incentives/allowances
   g. Potential targeted parking prohibitions

In addition to the deliverables described above, we will summarize the study's scope of work, including:

- A synopsis of the stakeholder and public engagement process
- A summary of fieldwork and analysis
- A summary of current and future conditions
- A synopsis of anticipated issues
- A synopsis of proposed solutions
- A recommended timeline for the implementation of each solution
- Action steps necessary before implementation
- Responsible parties for each action step

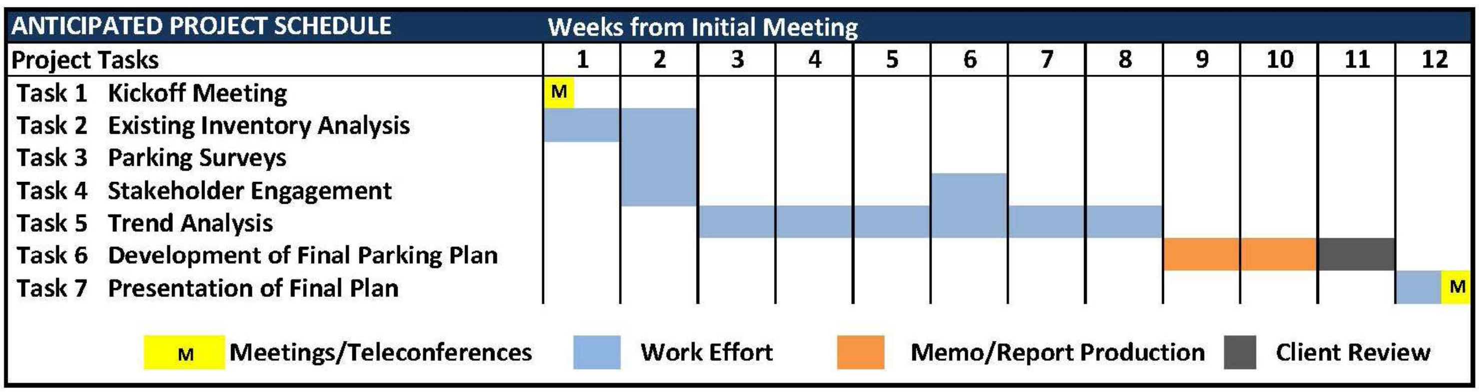
Task 7: Presentation of Final Plan

DESMAN will submit this report to city staff for initial comment, revise it as necessary, and issue a final report for use and dissemination. We will also summarize the analysis, conclusions, and recommendations from the report into a concise PowerPoint Presentation. This will be presented to the city council and any key stakeholders. If needed, DESMAN will attend a Parking Advisory Committee, Board of Directors meeting, or other appropriate public meeting to present the final plan.

DESMAN

PROJECT SCHEDULE

Below is the proposed schedule that DESMAN believes it will take to complete the Scope of Work.



Project Budget

DESMAN is pleased to present the budget breakdown for this proposal. The total fee is at $65,110 to complete the scope of work outlined in the proposal. The hours and tasks have been itemized below for review.

PERSON-HOUR BUDGET AND FEE BREAKDOWN

Project Role *Main Project Responsibility* STAFF:	Project Manager *Study Supervision* J. SALZMAN	Analyst *Trend Analysis* J. BAUM	Analyst *Data Collection* R. KING-HILL	Sub-Consultant *Public Engagement* SLR	TOTAL HOURS / COST
BILLING RATE:	$315	$170	$150	$200	
Task 1 Kickoff Meeting	4	4	4	4	16
Task 2 Existing Inventory Analysis	6	12	2	28	48
Task 3 Parking Surveys	12	24	24	0	60
Task 4 Stakeholder Engagement	12	12	6	40	70
Task 5 Trend Analysis	12	24	4	12	52
Task 6 Development of Final Parking Plan	8	20	2	8	38
Task 7 Presentation of Final Plan	4	4	0	8	16
Labor Hours per Person	58	100	42	100	300
Labor Cost per Person	$18,270	$17,000	$6,300	$20,000	$61,570
Labor Subtotal					$61,570

		Reimbursable Expenses				
Days	9	Gas	3	Days @	$30	$90
Nights	6	Rental car	3	Days @	$80	$240
Trips	3	Taxi	0	Trips @	$100	$0
Gas	$30	Airfare	3	Trips @	$400	$1,200
		Hotel	6	Nights @	$200	$1,200
		Subsistence	9	Days @	$90	$810
					Subtotal Expenses	$3,540
					Subtotal Labor	$61,570
					Total Cost Estimate	$65,110

RESOLUTION NO.: __________ - 2026

OF

JANUARY 26, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION 2025 MUNICIPAL ZERO-EMISSION VEHICLE (ZEV) INFRASTRUCTURE PROGRAM GRANT NOT TO EXCEED $500,000.00 WITH NO MATCH FOR THE PURCHASE AND INSTALLATION OF TWO (2) EV CHARGING STATIONS IN THE ANN STREET MUNICIPAL PARKING LOT

WHEREAS, the New York State Department of Environmental Conservation Municipal Zero-Emission Vehicle Infrastructure Grant Program (the "ZEV Infrastructure Program") has grant funds available Grants are available to municipalities (counties, cities, towns, and villages of the State of New York) from the Department of Environmental Conservation for the purchase and installation of electric vehicle supply equipment or hydrogen fuel cell filling stations primarily for public use; and

WHEREAS, the City of Newburgh is an eligible applicant under the ZEV Infrastructure Program and a disadvantaged community under the Climate Leadership and Community Protection Act and proposes to apply for and accept if awarded a grant in an amount not to exceed $500,000.00 with no match to fund the purchase and installation of two EV charging stations in the Ann Street Municipal Parking Lot; and

WHEREAS; this Council finds that applying for and accepting the ZEV Infrastructure Program grant, if awarded, 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 apply for and accept if awarded a New York State Department of Environmental Conservation Municipal Zero-Emission Vehicle Infrastructure Program grant in an amount not to exceed $500,000.00 with no match to fund the purchase and installation of two EV charging stations in the Ann Street Municipal Parking Lot; and that the City Manager be and he is hereby authorized to execute all such grant application forms, contracts and documentation and take such further action as may be appropriate and necessary to accept such grant and administer the program funded thereby.

City of Newburgh

GRANT APPLICATION FORM

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

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

SECTION A. COMPLETED BY GRANT REQUESTOR		
NAME OF PROJECT FOR GRANT: Ann Street Municipal Lot EV Chargers	NAME OF DEPARTMENT REQUESTING GRANT: Planning and Development	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Alexandra Church
NAME OF GRANT/NAME OF AWARDING AGENCY: New York State Department of Environmental Conservation (DEC) Municipal Zero-emission Vehicle (ZEV) Infrastructure Grant Program	GRANT SUBMITTAL DATE: Due date: February 26, 2026. The grant application has not been completed or submitted yet. We anticipate submitting it in early February 2026.	AMOUNT OF AWARD: We will be requesting the amount that the Ann Street Municipal Lot EV Chargers project will cost. The maximum award is $500,000. We are currently awaiting a recertified quote and utility funding, which will determine how much funds the grant application will request.
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) No match is required.	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: $0.00	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS: The project must be completed by May 31, 2028.

City of Newburgh

GRANT APPLICATION FORM

PROJECT PLAN:

Scope of Project**:** The project will result in the installation of two EV charging stations in the Ann Street Municipal Lot. There will be one (1) Level II charging station with two (2) plugs, and one (1) Level III charging station with two (2) plugs.

Key Stakeholders: Planning & Development; Engineering; Department of Public Works

Project Timeline: (ex. Dates)
The project currently has two (2) timelines depending on whether the City will receive "make-ready" utility funding from the Joint Utilities of New York. We will learn if utility funds have been secured by early February of 2026. The only difference in timelines is if the City receives utility finding, then the City can complete charger installation immediately and then be reimbursed by the ZEV grant program later.

TIMELINE 1: If the City receives utility funds, the City will use the ZEV Grant as a reimbursement and will be able to install the charging stations prior to receiving the reimbursement. The project timeline is estimated as follows:

Application Submission Period ………………. October 15, 2026-Feburary 26, 2026
Complete EV Charger Installation……………...May 2026
Grant Award Announced………………………. Quarter 3 2026
Request Reimbursement from State……………. Quarter 4 2026

TIMELINE 2: If the City does not receive utility funds, the project will cost approximately $100,000 more, and therefore the City will need to wait until the awards are announced to commence construction. The project timeline is estimated as follows:

Application Submission Period ………………...October 15, 2026-Feburary 26, 2026
Grant Award Announced………………………. Quarter 3 2026
Complete EV Charger Installation……………...Quarter 3 2026
Request Reimbursement from State……………. Quarter 4 2026

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS:

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS:

City of Newburgh

GRANT APPLICATION FORM

STAFFING ISSUES REVIEWED? YES/NO: **COMMENTS:**
ANY ADDITIONAL COMMENTS:
→ APPROVED BY CITY COMPTROLLER? YES/NO **CITY COMPTROLLER SIGNATURE:**________________ **DATE:**________________ **NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS COORDINATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.**
SECTION C: FOR REVIEW BY CITY MANAGER
→ APPROVED BY CITY MANAGER? YES/NO **CITY MANAGER SIGNATURE:**________________ **DATE:**________________
SECTION D: FOR REVIEW BY CORPORATION COUNSEL
→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO **CORPORATION COUNSEL SIGNATURE:**________________

City of Newburgh

GRANT APPLICATION FORM

DATE:____
DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING: ____

ZERO-EMISSION VEHICLE INFRASTRUCTURE GRANTS FOR MUNICIPALITIES

Grants are available to municipalities (counties, cities, towns, and villages of the State of New York) from the Department of Environmental Conservation for the purchase and installation of electric vehicle supply equipment (EVSE) or hydrogen fuel cell filling stations primarily for public use. **This fact sheet provides an overview of the program; for full program details regarding current funding cycle, refer to the request for applications (RFA) at https://dec.ny.gov/environmental-protection/climate-change/resources-for-local-governments/grants-for-climate-action.**

Infrastructure. Hydrogen filling station components, Level 2 EVSE that appear on the NYSERDA Charge Ready, Utility Make Ready, or NYSOGS State contract lists of qualified units having a minimum charge capacity of 7.2kW, and direct current fast charge (DCFC) EVSE that appear on the Utility Make Ready or NYSOGS State contract lists of qualified units having a minimum charge capacity of 50kW are eligible.

Eligible Expenses. Equipment, supplies, materials, installation costs, electricity, and site preparation costs are eligible. Electric utility installations or upgrades before the location's electrical panel are eligible if the upgrade is intended solely to support the installation of the EVSE or upgrade to additional or higher capacity EVSE.

Award. A municipality may apply for multiple stations in multiple locations; however, the maximum award amount for any one facility (location) is $250,000, and to any one municipality, (for multiple locations) is $500,000. There is no minimum award amount.

The maximum award for EVSE placed in a disadvantaged community census tract is $300,000 for one facility.

Requirements. All facilities MUST be available primarily for public use.

Each facility (location) requires a separate application.

If a facility has received funding from the NYSERDA ChargeReady Program, the same facility may N**OT** receive funding from this program for the same equipment installed under ChargeReady. However, additional units may be placed in the same facility using this program funding.

Match. A match of 0 to 20 percent of the total project cost must be provided as local match based, in part, on the median household income of the municipality. See the RFA for details.

Application. Applications are available through the New York State consolidated funding application (CFA) under the opportunity name Municipal ZEV Infrastructure Grant. Applications are accepted until the application deadline or until funding is exhausted, whichever occurs first.

Scan the QR code for RFA and full program details.

CONTACT INFORMATION
Myra Fedyniak
Climate Policy Analyst, Office of Climate Change
New York State Department of Environmental Conservation
625 Broadway, 9th floor, Albany, NY 12233-1030 P: (518) 402-8448
ZEVrebate@dec.ny.gov

RESOLUTION NO.: _____ - 2026

OF

JANUARY 26, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE PAYMENT IN LIEU OF TAXES BETWEEN THE CITY OF NEWBURGH AND BOURNE AND KENNEY HOUSING DEVELOPMENT FUND COMPANY, INC. (F/B/O BOURNE AND KENNEY LLC)

WHEREAS, the City of Newburgh (the "City") encourages a sufficient supply of adequate, safe and sanitary dwelling accommodations properly planned for low-income individuals; and

WHEREAS, Contour Housing Partners, LLC is in contract to acquire two (2) parcels of real property known as 150 Smith Street and 55 Walsh Road, Newburgh, New York (Section 12, Block 5, Lot 1 and Section 43, Block 1, Lot 3), respectively, and more commonly known as the "Bourne and Kenney Apartments" (collectively the "Property"); and

WHEREAS, Contour Housing Partners, LLC intends to assign its contract rights to the Property to an entity known as the Bourne and Kenney Housing Development Fund Company, Inc. ("HDFC"), a housing development fund corporation and a New York not-for-profit corporation organized formed under Article XI of the New York Private Housing Finance Law ("PHFL") and Section 402 of the New York State Not-for-Profit Corporation Law, for the benefit of a new entity known as Bourne and Kenney LLC; and

WHEREAS, the HDFC's plan for the continued use of the Property constitutes a "housing project" as that term is defined in the PHFL; and

WHEREAS, the HDFC is a "housing development fund company" as the term is defined in Section 572 of the PHFL, and Section 577 of the PHFL authorizes the City Council to exempt the Property from real property taxes; and

WHEREAS, Contour Housing Partners, LLC seeks an agreement whereby the HDFC or Bourne and Kenney LLC will make annual payments in lieu of taxes ("PILOT") to the City as set forth in the Agreement now presented to the City Council for approval; and

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh hereby exempts the Property from real property taxes to the extent authorized by Section 577 of the PHFL and approves the proposed PILOT Agreement by and among the City of Newburgh and the HDFC (f/b/o Bourne and Kenney LLC), which provides for annual payments in lieu of taxes as set forth in such agreement; and

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to execute the PILOT Agreement, in substantially the same form as attached hereto, with other documents as Corporation Counsel may require, on behalf of the City.

AGREEMENT FOR PAYMENT IN LIEU OF TAXES ("PILOT") BY AND AMONG THE CITY OF NEWBURGH, BOURNE AND KENNEY LLC AND BOURNE AND KENNEY HOUSING DEVELOPMENT FUND COMPANY, INC.

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES (the "PILOT Agreement" or "Agreement"), dated as of ______________________________, 2026, by and among the **CITY OF NEWBURGH, NEW YORK,** a New York municipal corporation, having its principal office located at 83 Broadway, Newburgh, New York 12550 (the "City") and **BOURNE AND KENNEY HOUSING DEVELOPMENT FUND COMPANY, INC.**, a New York not-for-profit corporation and entity organized pursuant to Article XI of the Private Housing Finance law, having its principal place of business at c/o Contour Housing Partners, LLC, 1301 N. 31st. Street, Philadelphia, Pennsylvania 19121 (the "HDFC"), which HDFC will hold title to the Property (as hereinafter defined) for the benefit of **BOURNE AND KENNEY LLC**, a New York limited Company, having its principal office located at c/o Contour Housing Partners, LLC, 1301 N. 31st Street, Philadelphia, Pennsylvania 19121 (the "Company"), (the City, the HDFC, and the Company are collectively referred to as the "Parties").

WHEREAS, by the First Taxable Status Date as defined in Section 2, below, the HDFC will be the bare legal or record owner, and the Company will be the beneficial and equitable owner, of properties known as 150 Smith Street and 55 Walsh Road, both located in the City of Newburgh, County of Orange, State of New York, as more specifically listed and described as Section 12, Block 5, Lot 1 and Section 43, Block 1, Lot 3 on the Official Tax Map of the City of Newburgh (collectively the "Property"); and

WHEREAS, the HDFC is a corporation established pursuant to Section 402 of the Not-For-Profit Corporation Law and Article XI of the Private Housing Finance Law ("PHFL"); and

WHEREAS, the HDFC and the Company have each been formed for the purpose of providing residential rental accommodations for persons of middle and low-income; and

WHEREAS, the Company will develop, own, construct, maintain and operate a housing project for persons of middle income and low income on the Property (the "Project"); and

WHEREAS, the HDFC's and the Company's plan for the use of the Property constitutes a "housing project" as that term is defined in the PHFL; and

WHEREAS, the HDFC is a "housing development fund company" as the term is defined in Section 572 of the PHFL; and

WHEREAS, pursuant to Section 577 of the PHFL, the local legislative body of a municipality may exempt the real property of a housing project of a housing development fund company from local and municipal taxes, including school taxes, other than assessments for local improvements, to the extent of all or a part of the value of the property included in the completed project; and

WHEREAS, the Council Members of the City of Newburgh, New York, by resolution number _____-2026 adopted ___________________________, 2026, approved and authorized the execution of this Agreement;

NOW, THEREFORE, the Parties agree as follows:

1. Pursuant to Section 577 of the PHFL, the City hereby exempts from local and municipal taxes, other than assessments for local improvements, one hundred percent (100%) of the value of the Property, including both land and improvements. "Local and Municipal Taxes" shall mean any and all real estate taxes levied by Orange County ("County"), the City, and the Newburgh Enlarged City School District ("School District") (collectively the "Taxing Jurisdictions").

2. This tax exemption will operate for a period of **thirty-three (33) years**, measured from the City's first taxable status date following the date that the HDFC and the Company acquire legal and beneficial ownership of the Project ("First Taxable Status Date"). This Agreement shall be the only tax exemption the HDFC or the Company may apply for or obtain with respect to the Property during the period of the Agreement, except for state and local sales tax exemption from the New York State Department of Taxation and Finance. This Agreement shall not limit or restrict the HDFC's or Company's right to apply for or obtain any other tax exemption to which it might be entitled upon the expiration of this Agreement. The parties understand that the exemption extended pursuant to Section 577 of the PHFL and this Agreement does not include exemptions from assessments for local improvements, special assessments, or special ad valorem levies. During the period of this Agreement, the Company shall pay any service charges, special ad valorem levies, special assessments and improvement district charges or similar tax equivalents which are or would be levied upon or with respect to the Project by the Taxing Jurisdictions or any other taxing authority.

3. So long as the exemption hereunder continues, the Company shall make an annual payment in lieu of taxes ("PILOT") in the amounts set forth in section 4 below, measured from the First Taxable Status Date, which payments shall cover all Local and Municipal Taxes owed in connection with the Property and the Project, and which payment shall be shared by Taxing Jurisdictions on the same basis as property taxes would be shared if the Property and the Project were fully taxed. So long as the tax exemption remains in effect, tenant rental charges shall not exceed the maximum established or allowed by law, rule or regulation, and the Property shall be operated in conformance with the provisions of Article XI of PHFL.

4. The first PILOT for the Property shall be in the amount of $92,950.00 for the first taxable year and shall increase annually at the rate of three percent (3%). The annual payment schedule is annexed hereto as **Exhibit A**.

   a. The first PILOT shall be made on or before February 15 of the calendar year following the first taxable year as contemplated in Section 2. Subsequent payments shall be due and received by the City on or before **February 15** of the calendar year to which this Agreement applies. Payment shall be payable to the "City of Newburgh." Payment shall be mailed via first class mail through the United States Postal Service or personally delivered to the City of Newburgh, attention Tax Collector, 83 Broadway, Newburgh, New York 12550, or such other address as the City may specify in writing.

b. The HDFC and the Company agree that any PILOT will not be reduced for any reason, nor will the HDFC or the Company seek to commence any action(s) to reduce a PILOT, as these factors have been considered in arriving at the payment amounts reflected in this Agreement.

c. The HDFC and the Company shall continue to pay all water/sewer, and sanitation charges in accordance with the assessments and rates established by the City.

5. The tax exemption provided by this Agreement will continue for the term described above provided that (a) the Property continues to be used as housing facilities for persons of middle and low-income in accordance with the income and rent limitations attached hereto as **Exhibit B**, and (b) any of the following occur (i) the HDFC and the Company operate the Property in conformance with Article XI of the PHFL; or (ii) the HDFC assumes sole legal ownership of the Property and the Company assumes sole beneficial ownership of the Property and operates the Property in conformance with Article XI of the PHFL; or (iii) in the event an action is brought to foreclose a mortgage upon the HDFC, and the legal and beneficial interest in the Project shall be acquired at the foreclosure sale or from the mortgagee, or by a conveyance in lieu of such sale, by a housing development fund corporation organized pursuant to Article XI of the PHFL, or by the Federal government or an instrumentality thereof, or by a corporation which is, or by agreement has become subject to the supervision of the superintendent of banks or the superintendent of insurance, such successor in interest, such successor in interest shall operate the property in conformance with Article XI of the PHFL, (c) the HDFC and the Company make repairs and renovations to the Property in accordance with Paragraph 6, below; and (d) none of the Parties are in default under this Agreement.

6. The HDFC and the Company shall make certain improvements and repairs (collectively the "Work") to the buildings on the Property. The itemized Work list, with an estimate of costs, is annexed hereto as **Exhibit C**.

a. The HDFC shall be responsible for submitting applications, including requisite fees, for all Work to the City's Department of Code Compliance.

b. All specific items of Work must be authorized by permit, issued by the City's Department of Code Compliance, prior to commencement of said Work.

c. All of the Work contemplated in **Exhibit C** shall be completed on or before three (3) years from the date of this Agreement. Completion of Work shall mean the HDFC's receipt of a "Certificate of Compliance" (or multiple Certificates of Compliance that represent a complete aggregation of the Work) contemplated in Exhibit C. Failure to complete all of said Work shall be grounds for default and termination of this Agreement.

7. Failure to make a scheduled PILOT payment will be treated as failure to make payment of taxes and will be governed by the same provisions of law as apply to the failure to make payment of taxes, including but not limited to imposition of penalty and interest charges as allowed under state and local law, and enforcement and collection of taxes to the extent permitted by law. Any payment not received by its due date shall accrue interest and penalties at the rates provided for late payment of taxes to the Taxing Jurisdictions.

8. Failure to make payments required pursuant to Section 4 of this agreement or failure to complete the Work in accordance with Section 6 of this Agreement, which failure continues for more than thirty (30) days following written notice from the City shall constitute an Event of Default hereunder.

   a. Whenever an Event of Default under this Agreement for failure to make required payments shall have occurred and be continuing, the City shall have the following remedies: The City may terminate this Agreement and exercise all of the rights and remedies available for failure to pay property taxes accruing following the date of termination as and when due had this Agreement not been in effect. The City may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of HDFC and the Company under this Agreement, and the Company shall further pay the reasonable fees and disbursements of such attorneys as the City shall engage for the enforcement of performance or observance of any obligation, covenant or agreement on the part of HDFC and the Company and all other reasonable expenses, costs and disbursements so incurred.

   b. Whenever an Event of Default under this Agreement for failure to complete the Work shall have occurred and be continuing, the City shall have the following remedies: The City may terminate this Agreement and exercise all of the rights and remedies available to in in an action at law or in equity as may appear necessary or desirable to enforce the performance and observance of the obligations, agreements and covenants of HDFC and the Company under this Agreement, and the Company shall further pay the reasonable fees and disbursements of such attorneys as the City shall engage for the enforcement of performance or observance of any obligation, covenant or agreement on the part of HDFC and the Company and all other reasonable expenses, costs and disbursements so incurred.

   c. No remedy herein conferred reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

   d. No delay or omission in exercising any remedy shall impair any such remedy or construed to be a waiver thereof. It shall not be necessary to give any notice other than as expressly required under this Agreement. In the event any provision contained in this Agreement should be breached and thereafter duly waived by the party or parties so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder.

9. All notices and other communications by and between the Parties shall be in writing and shall be sufficiently given when delivered to the applicable address stated above (or such other address as the party to whom notice is given shall have specified to the party giving notice) by registered or certified mail, return receipt requested or by such other means as shall provide the sender with documentary evidence of such delivery. This provision shall not apply in the event that the HDFC, its successors or assigns, become subject to the City's procedures with respect to the collection of delinquent taxes.

a. With respect to any notice(s) of default in accordance with Section 8 that may be issued by the City to the HDFC and/or the Company under the terms of this Agreement, the City shall also provide Project lenders with such notice(s) of default at the following addresses (or such other address(es) as any Project lender shall provide in writing to the City Clerk and City's Office of the Corporation Counsel):

Lender: [LENDER NAME]
[ADDRESS]
[ADDRESS]

10. This Agreement shall inure to the benefit of and shall be binding upon the City the Company and the HDFC and their respective successors and assigns, including the successors in interest of the Company and the HDFC. There shall be no assignment of this Agreement except with consent of the other party, which consent shall not be unreasonably withheld. In the event that the Company and the HDFC seeks to assign this agreement, the Company and the HDFC must demonstrate to the City, at a minimum, that the record owner of the Property is a housing development fund company subject to Article XI of the PHFL, the assignee is willing to assume the obligations of this Agreement in writing, and the assignee shall have provided such financial and other information as shall be reasonably requested by the City in order to assure the proper completion and operation of the housing project and the compliance with the terms of this Agreement and all applicable laws, regulations and covenants.

11. If any provision of this Agreement or its application is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances shall be enforced to the greatest extent permitted by law.

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

13. This Agreement constitutes the entire agreement of the parties relating to payments in lieu of taxes and anticipated Work with respect to the Property, and supersedes all prior contracts, or agreements, whether oral or written, with respect thereto.

14. Each of the parties individually represents and warrants that the execution, delivery and performance of this Agreement, (i) has been duly authorized by proper action of its governing body and does not require any other consent or approval for the execution thereof by such municipality, (ii) does not violate any law, rule, regulation, order, writ, judgment or decree by which it is bound, and (iii) will not result in or constitute a default under any agreement or instrument to which it is a party. Each such party represents that this Agreement shall constitute the legal, valid and binding agreement of such party enforceable in accordance with its terms.

15. The Company and HDFC jointly and severally make the following representations, warranties and covenants:

a. The HDFC is a "housing development fund company" under Article XI of the PHFL, and the Company is a limited liability company, each of which is organized, validly existing and in good standing under the laws of the State and is authorized under the laws of the State to do business in the State, has the power to enter into this Agreement and to perform the transactions contemplated hereby and its obligations hereunder and by proper action has duly authorized the execution and delivery of this Agreement and the performance of its obligations hereunder, and the execution, delivery and performance of this Agreement does not require any other consent or approval. This Agreement shall constitute the legal, valid and binding agreement of HDFC and the Company enforceable in accordance with its terms.

b. To the Company and the HDFC's knowledge, neither the Company nor HDFC is in default under, or in violation of, any indenture, mortgage, declaration, lien, lease, contract, note, order, judgment, decree or other instrument of any kind to which any of its assets are subject, and the execution, delivery and compliance by the Company or HDFC with the terms and conditions of this Agreement do not and will not conflict with or constitute or result in a default by the Company or HDFC in any material respect under or violation of, (1) the entity's organizational documents, (2) any agreement or other instrument to which such entity is a party or by which, to such entity's knowledge, it is bound, or (3) any constitutional or statutory provision or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Company or HDFC or its property, and no event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

c. The Company has provided to the City true and complete financial information with respect to the Property, including without limitation project costs, financing sources, rents and income limitations.

d. The Company covenants and agrees to operate the Property in accordance with all applicable rules and regulations of Article XI of the PFHL.

e. The Company covenants and agrees to provide to the City any information or documents reasonably requested in writing by the City in order to provide any federal, state or local entity with information or reports required under any applicable law, rule or regulation.

16. The City shall file a copy of the fully-executed Agreement with the City Assessor. The Company shall be responsible for taking such actions as may be necessary to ensure that the Property shall be assessed as exempt upon the assessment rolls of the respective Taxing Jurisdictions, including without limitation ensuring that any required exemption form shall be filed with the appropriate officer or officers of each respective Taxing Jurisdiction. Such exemption shall be effective as of the first taxable status date of the applicable Taxing Jurisdiction following the date of this Agreement, provided that the Company shall timely file any requisite exemption forms.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The Parties each consent to the jurisdiction of the New York courts in and for the County of Orange regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising hereunder shall be brought solely in such courts.

18. Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them.

19. Amendments. This Agreement may not be amended, changed, modified, altered or terminated except by an instrument in writing executed by the Parties hereto.

20. Termination of Prior PILOT agreements. The Parties acknowledge that certain agreements with respect to payments in lieu of taxes for the Property are currently in effect by and between Bourne and Kenney Redevelopment Company (as successor in interest to Kenney Redevelopment Company, LLC and Bourne Redevelopment Company, LLC) and the City of Newburgh ("Current PILOT Agreements")It is the intent of the Parties to revoke any and all PILOT agreements that affect the Property and replace it with this Agreement. Thus, simultaneous with the execution of this Agreement, Developer shall either: (a) secure the written consent of the Bourne and Kenney Redevelopment Company to terminate the Current PILOT Agreements; or (b) become successor in interest to the Current PILOT Agreements and consent to their termination. Developer shall then present said written termination document(s) to the City for countersignature.

21. No Third Party Beneficiaries. The Parties state that there are no third-party beneficiaries to this Agreement.

22. All Terms Material. Each and every term and condition of this Agreement is of the essence and constitutes a material part of the bargained-for consideration, without which this Agreement would not have been executed.

23. This Agreement shall be deemed withdrawn unless fully-executed by the Parties on or before [PLACEHOLDER DATE - December 31, 2026].

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the City, the HDFC and the Company 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: ________________, 2026 CITY OF NEWBURGH

By: ________________________________
Name: Todd Venning
Title: City Manager

DATED: ________________, 2026 BOURNE AND KENNEY HOUSING DEVELOPMENT FUND COMPANY, INC.

By: ________________________________
Name:
Title:

DATED: ________________, 2026 BOURNE AND KENNEY LLC

By: ________________________________
Name:
Title:

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

On the ____ day of ______________, in the year 2026, before me personally appeared **Todd Venning**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

____
NOTARY PUBLIC

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

On the _____ day of ____________, in the year 2026, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

____
NOTARY PUBLIC

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

On the _____ day of ____________, in the year 2026, before me personally appeared __________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

____
NOTARY PUBLIC

Exhibit A (Payment Schedule)
(Numeric Refers to the Annual PILOT Year)

1.	**$92,250.00**
2.	**$95,017.50**
3.	**$97,868.03**
4.	**$100,804.07**
5.	**$103,828.19**
6.	**$106,943.03**
7.	**$110,151.32**
8.	**$113,455.86**
9.	**$116,859.54**
10.	**$120,365.33**
11.	**$123,976.29**
12.	**$127,695.57**
13.	**$131,526.44**
14.	**$135,472.24**
15.	**$139,536.40**
16.	**$143,722.49**
17.	**$148,034.17**
18.	**$152,475.19**
19.	**$157,049.45**
20.	**$161,760.93**
21.	**$166,613.76**
22.	**$171,612.17**
23.	**$176,760.54**
24.	**$182,063.36**
25.	**$187,525.26**
26.	**$193,151.01**
27.	**$197,945.54**
28.	**$204,913.91**
29.	**$211,061.33**
30.	**$217,393.17**
31.	**$223,914.96**
32.	**$230,632.41**
33.	**$237,551.38**

Exhibit B
(Project)

Project Name: Bourne & Kenney Apartments

Property: 150 Smith Street and 55 Walsh Road, in the City of Newburgh, County of Orange, State of New York, identified as tax parcels Section 12, Block 5, Lot 1, and Section 43, Block 1, Lot 3, respectively on the Tax Map of the City of Newburgh.

The Property is currently comprised of 205 residential housing units. The Project (i.e. all 205 units) shall average 60% of applicable median income when taken in the aggregate.

Approximately 140 of the 205 units shall meet the requirements of both HCR regulations applicable for state low-income housing tax credit projects <u>and</u> HUD project-based voucher programming.

Approximately 65 of the 205 units shall meet income limits established in accordance with HCR regulations applicable for state low-income housing tax credit projects.

2 units may be superintendent's units.

<u>**Exhibit C**</u>

(Work Schedule – Separate Attachment)

Bourne & Kenney
1/15/2026 **Exhibit C to PILOT Agreement**

DIV.	DIV./TRADE ITEM	Kenney (Low Rises) ESTIMATED QTY	Kenney Units / Notes / Sub	Bourne (Tower) ESTIMATED QTY	Bourne Units / Notes / Sub
	Unit QTY	**120.00**		**85.00**	
	Bldg. sqft	**124,612.00**		**92,390.00**	
2	**Environmental Building Remediation**				
	Asbestos Removal	1.00	lsum	1.00	lsum
2	**Site Utilities**				
	Existing Utilities Repair	1.00	lsum	1.00	lsum
2	**Paving, Walks & Signs**				
	Paving Demolition	20,746.00	sqft	26,155.00	sqft
	Bituminous Paving - 5-1/2"	20,746.00	sqft	26,155.00	sqft
	Line Painting & Site Signage	1.00	locations	4.00	locations
	Sidewalks 5"	8,214.00	sqft	1,000.00	sqft
	Concrete Steps & Ramp Repair	1.00	lsum	1.00	lsum
	Curbing		lsum		lsum
	Concrete Curb	1.00	lsum	1.00	lsum
	Granite City Street	1.00	lsum	1.00	lsum
2	**Lawns & Plantings**				
	Lawns & Plantings	1.00	lsum	1.00	lsum
2	**Demolition**				
	Interior Unit Demolition	120.00	Unit	85.00	Unit
	Common Space Demolition	1.00	lsum	1.00	lsum
	Window Demolition	870.00	ea	340.00	ea.
4	**Masonry**				
	Brick Cleaning	105,158.40	sqft	67,716.00	sqft
	Brick Repointing - 20%	26,289.60	sqft	13,543.20	sqft
	Lintel Repair	324.00	ea	120.00	ea
5	**Metals**				
	Bourne Common Stair Railings			1.00	lsum
6	**Rough Carpentry**				
	Kitchen & Bath Repair	120.00	units	85.00	units
6	**Finish Carpentry**				
	Finish Carpentry	120.00	units	85.00	units
	Closet Shelving and Rod	120.00	units	85.00	units
	Wood Stairs - Refurbish 1-2 Levels	120.00	units		
	Final Cleaning	120.00	units	85.00	units
7	**Insulation**				
	Thermal Insulation	120.00	units	85.00	units
	Add R49 Blown in Insul	62,306.00	sqft		
	Air Sealing Package	120.00	units	85.00	units
7	**Roofing**				
	Shingle Roofing	62,306.00	sqft		
	Membrane Roofing			9,258.00	sqft
	Roof Specialties - Hatch and Ladder	1.00	lsum	1.00	lsum
7	**Sheet Metal**				
	Manufactured Gutters and Downspouts	5,478.00	lnft		
7	**Siding**				
	Siding - Vinyl	26,289.60	sqft		
8	**Doors & Hardware**				
	Doors & Hardware	120.00	units	85.00	units
	Roll Up Garage Door	1.00	each	3.00	each
	Replace HM Service Doors with R-6 Insul type	20.00	each	20.00	each
8	**Windows**				
	Windows	870.00	ea	340.00	ea
	Aluminum-Framed Entrances and Storefronts			1.00	lsum
9	**Acoustical Tile**				
	Acoustical Panel Ceilings			18,000.00	sqft
9	**Drywall**				
	Gypsum Board - Bathrooms	120.00	units	85.00	units
	Gypsum Board - Kitchen	120.00	units	85.00	units
	Gypsum Board - Patching	124,612.00	sqft	92,390.00	sqft
	Drywall - Community Room	1.00	each	1.00	each
	Drywall - Management Office	1.00	each	1.00	each
	Drywall - Gym			1.00	each
9	**Ceramic Tile**				
	Tiling - Bathroom Floors	12,000.00	sqft	8,500.00	sqft
	Entry Vestibule/Lobby			1.00	lsum
9	**Resilient Flooring - Vinyl Plank**				
	Resilient Flooring	124,612.00	sqft	92,390.00	sqft
	Resilient Flooring - Gym			2,000.00	each
9	**Painting**				
	Painting	124,612.00	sqft	92,390.00	sqft
10	**Specialties**				
	Monument Signage	2.00	bldg.	1.00	bldg.
	Building Signage	6.00	bldg.	1.00	bldg.
	Unit Signage	120.00	units	85.00	units
	Common Area Signage	1.00	lsum	1.00	lsum
	Wall and Door Protection	12.00	units	9.00	units
	Wall and Door Protection - Common Area			10.00	Floors
	Toilet and Bath Accessories	120.00	units	85.00	units
	Postal Specialties	120.00	units	85.00	units
11	**Special Equipment (Specify)**				
	Facility Waste Compactors			2.00	lsum
	Trash Chute - Repair			2.00	lsum
11	**Cabinets & Vanities**				
	Residential Casework	120.00	units	85.00	units
11	**Kitchen Appliances**				
	Residential Appliances	120.00	units	85.00	units
	Residential Appliances - Laundry Room - Repair	1.00	lsum	1.00	lsum
12	**Furnishing**				
	Windows Blinds	870.00	ea	340.00	ea
14	**Elevators**				
	Modernization			2.00	each
15	**Plumbing**				
	Plumbing	120.00	units	85.00	units

	Replace Sanitary Stacks	120.00	units	85.00	units
	Replace Domestic Water Distribution	120.00	units	85.00	units
	Kitchen & Bathroom Fictures and Piping	120.00	units	85.00	units
15	**HVAC**				
	Remove Existing Boilers	1.00	lsum	1.00	lsum
	HVAC - Existing Boiler Replacement	2.00	each	2.00	each
	Radiant Baseboard & Risers	120.00	units	85.00	units
	VFD Hot Water Recirc Pump	1.00	lsum	1.00	lsum
	VFD Cold Water Booster Pump	1.00	lsum	1.00	lsum
	HVAC - Common Spaces	2.00	rooms	3.00	rooms
	HVAC - Bathroom Fans	120.00	rooms		
	Rooftop Exhausters			12.00	each
15	**Fire Suppression**				
	Sprinkler	124,612.00	sqft	92,390.00	sqft
	Fire Pump - Repair			1.00	bldg.
16	**Electrical (Building Only)**				
	Electrical - Light Upgrade	120.00	units	85.00	units
	Electrical - Fire Alarm System	120.00	units	85.00	units
	Electrical - Panels / Existing Wire to Remain	1.00	each	1.00	each
	Electrical - Community Room	1.00	each	1.00	each
	Electrical - Management Office	1.00	each	1.00	each
	Electrical - Gym			1.00	each
	Electrical - Common Spaces			10.00	floors
	Generator - Maintenance			1.00	lsum
	Exterior Light	30.00	each	20.00	each
	Power to Laundry Rooms	1.00	lsum	1.00	lsum
	Security Camera	1.00	lsum	1.00	lsum

RESOLUTION NO.: __________ - 2026

OF

JANUARY 26, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A 2025-2026 NEW YORK STATE COMPANION ANIMAL CAPITAL PROJECTS FUND GRANT NOT TO EXCEED $500,000.00 WITH A 10% MATCH FOR THE CITY OF NEWBURGH ANIMAL SHELTER IMPROVEMENTS PROJECT

WHEREAS, the New York State Companion Animal Capital Projects Fund Program (the "Program" has grant funds available for the costs of capital projects including, but not limited to, construction, renovation, rehabilitation, installation, acquisition or expansion of buildings, equipment or facilities necessary for the secure containment, health, and adequate care of sheltered dogs and cats; and

WHEREAS, the City of Newburgh is an eligible applicant under the Program and proposes to apply for and accept if awarded a Program grant in an amount not to exceed $500,000.00 with a 10% match to fund the construction of a Department of Agriculture and Markets certified City of Newburgh Animal Shelter; and

WHEREAS, the match in the amount not to exceed $50,000.00 will be derived from A.1918.0400; and

WHEREAS; this Council finds that applying for and accepting the Program grant, if awarded, 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 apply for and accept if awarded a New York State Companion Animal Capital Projects Fund Program grant in an amount not to exceed $500,000.00 with a 10% match to fund the construction of a Department of Agriculture and Markets certified City of Newburgh Animal Shelter; and that the City Manager be and he is hereby authorized to execute all such grant application forms, contracts and documentation and take such further action as may be appropriate and necessary to accept such grant and administer the program funded thereby.

RESOLUTION NO.: _____________ - 2026

OF

JANUARY 26, 2026

A RESOLUTION NAMING THE SOUTHWEST CORNER OF FARRINGTON STREET AND CHAMBER STREET IN HONOR OF SADIE A. TALLIE

WHEREAS, Sadie A. Tallie, originally from Clinton, North Carolina, as part of the Great Migration north, settled with her family at 68 Montgomery Street in the City of Newburgh and as a result of Urban Renewal, was displaced to Chambers Street and ultimately to the Town of Newburgh; and

WHEREAS, her heart belonged in the City of Newburgh, she was a tireless advocate for education and civic involvement, becoming active in the Parent-Teacher Association and serving as president at Grand Street School, North Junior High, and Newburgh Free Academy, and joining the NAACP, supporting the Democratic Party, running for the Newburgh School Board and campaign managing for Mayor Audrey Carey, the first Black female mayor in New York State; and

WHEREAS, believing deeply that education was the key to success, she pursued higher learning throughout her life by attending Orange County Community College, Mount Saint Mary College, Vassar College, the Newburgh Bible Institute, and the Community Bible Institute, ultimately earning a master's degree; and

WHEREAS, professionally, she worked as a sewing machine operator at the Dubette Bag Factory before embarking on a career as a social worker at the Newburgh Family Counseling Center; and

WHEREAS, in 1958, she joined Mt. Carmel Church of Christ, Disciples of Christ, located on Colden Street and later moving to 13-15 Johnston Street, under the late Pastor Emeritus Bishop George W. Johnson, and through which she led many outreach initiatives with neighborhood block parties, clothing drives and serving hot meals during the winter months, which lead to the founding of the Coalition for People's Rights, a pioneering human services agency where she served as founder and Executive Director of this vital community hub, offering youth development programs, housing assistance as a HUD-certified counselor, and advocacy for those in need; and

WHEREAS, she championed the Black community by joining with other local activists to organize Newburgh's first school boycott on January 15, 1969, which became an annual day of cultural education, worship, and community reflection giving rise to the Rev. Dr. Martin Luther King Jr. Memorial Committee, and she also helped establish Black History Week observances in Newburgh, leading to the formation of the Black History Committee and the organization of annual Black History Month celebrations; and

WHEREAS, she also was instrumental in founding or strengthening many other organizations, including the Hudson Valley Freedom Theater, the Black Commonwealth of Newburgh, the Annual Black Festival and Parade, the Orange County Rev. Dr. Martin Luther King Jr. Commission, and the Beloved Community March; and

WHEREAS, her commitment to serving those in need was tireless, serving as one of the pillar board members of Project Life, a transitional housing organization for women and their families, and championing youth by advocating for students facing challenges by the Newburgh Enlarged School District and establishing R.A.C.E. Summer Camp (Religious Awareness and Cultural Exploration), which served young people in the City of Newburgh for over 15 years; and

WHEREAS, it is appropriate that the life and work of Sadie A. Tallie be permanently memorialized by the City of Newburgh to serve as a reminder of her commitment to the City of Newburgh, her work and leadership, devotion to God, dedication to family, and her unwavering commitment to community service;

NOW, THEREFORE, BE IT RESOLVED, in recognition of the numerous and vast contributions of Sadie A. Tallie, that the southwest corner of Farrington Street and Chambers be dedicated in her honor and that an unveiling of signage indicating this dedication be held, with appropriate ceremony, at a date to be coordinated by the Tallie family; and that a copy of this resolution be forwarded to the Tallie family, with greatest respect, from the entire Newburgh City Council; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to effectuate the necessary and appropriate signage in keeping herewith.

1/14/26 BOARD OF ETHICS INTEREST LIST

Composition: 5 Member Board – all vacant for the purpose of appointment or re-appointment

- majority shall not be officers or employees of the municipality
- at least one of whom must be a municipal officer or employee
- appointed by the City Council
- 5 year term

Holdovers seeking reappointment: Valerie E. Larry
Nicholas Valentine

Applicants for new appointment: Hannah Blumenstock
Julian Brachfeld
La'Toya Byas
Jo Epstein
Asia E. Gentry
Lianna Remigio

1/13/26 PCRRB INTEREST LIST

Composition: 7 Member Board

- 4 Ward Members 1 Member from each Ward
  appointed by Council Member elected from each Ward

- 3 At-Large Members appointed by Council
  Council designates 1 as Chair

2 vacancies due to resignation
1 vacancy not filled in 2023 the purpose of appointment or re-appointment

Applicants: Hope Conley (Ward 3)

Current members: Ali T. Muhammad (Ward 2)
Alexander Bolorin (Ward 1)
Michael Mannion (at large)
Christopher Omar (Ward 2)