City of Newburgh
A regular meeting of the City Council of the City of Newburgh was held on Monday, January 12, 2026 at 7:00 PM inthe third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.
January 12, 2026
7:00 PM

Mayor / Alcaldesa

1. Moment of Silence / Momento de Silencio

Mayor Harvey opened the meeting and implored us to think about the victim, Renee Good, who was killed in the ICE shooting incident in Minnesota. Regardless of anyone's opinion on the topic, it is still a tragedy that ended with loss of life. He also asked us to think about NFA Track Coach Malcolm Burks, who recently lost his son and the son's mother, who recently predeceased her son.

2. Pledge of Allegiance / Juramento a la Alianza

City Clerk / Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

PRESENT- Mayor Torrance Harvey, presiding; Councilmember Giselle Martinez, Councilmember Robert McLymore, Councilmember Ramona Monteverde, Councilmember Omari Shakur, Councilmember Tamika Stewart, Councilmember Ronald Zorrilla- 7

Presentations / Presentaciones

4. Deputy City Manager Swearing-in Ceremony

   Ceremonia de Juramentación del Subgerente de la Ciudad

Mayor Harvey said tonight is a very auspicious evening. He acknowledged a number of dignitaries and State officials and representatives who were in the audience tonight.

Roberto Williams, Hudson Valley Regional Director for U.S. Senator Chuck Schumer, commented. He read a heartfelt message on behalf of the senator, wishing the new council members and the deputy city manager well in their new roles.

Damian Garcia, Hudson Valley Regional Director for U.S. Senator Kirsten

Gillibrand, commented. He spoke on behalf of the senator, who extended her congratulations and best wishes to everyone in the City of Newburgh.

Onyx Peterson, Deputy Superintendent of the Newburgh Enlarged City School District, commented. She said there is nothing like being a deputy, because there are a lot of things thrown at you. She looked forward to continuing the collaboration moving the city and the school district forward. She wished him good luck in his new role.

John Doerre, President of the Newburgh Board of Education, commented. He said he was pleased to be here for this special occasion. He wished Mr.Neppl well in his endeavors. It's a hard job, but it's a great city and a great school district.

Bishop Jeffrey C. Woody, Cathedral of the House, commented. The City of Newburgh has done a lot of hard work to get great things done. He encouraged Mike to keep doing the good work here as he enters his new role as the deputy city manager.

Gabrielle Hill, resident and newly elected member of the Orange County Legislature, commented. She said we are all dignitaries in our own right, and with the word 'dignitary' comes the word 'dignity'. She thanked Todd Venning for all the hard work he has done in this city. She is less about personalities and more about results. She also said Mike was a gem in this city. She thanked him for his personality and openness. He is always willing to hear the everyday folk, and that's what we need here. We all need to feel like we belong and are part of the community. She encouraged him not to let anyone change him, and wished everyone a blessed new year.

Mayor Harvey said he would be remiss if he didn't acknowledge the Neppl family, who were present this evening. He pointed out the difference between the mayor's role and the city manager's role. The city manager manages the day-to-day operations of the city. He commended Todd Venning, who has been with the city since 2019, when he became the comptroller first, then becoming the city manager in 2021. Venning is the one who found the talent in Michael Neppl. The responsibilities are very challenging in this city. From the executive team, to the legislative team, and down to every single worker in the City of Newburgh, it is truly is a team effort. We are starting 2026 off with the swearing-in of the deputy city manager, and we are fired up and ready to go. It is the local level of government that gives us our quality of life day-to-day. Harvey administered the oath of office to Michael Neppl.

Deputy City Manager Michael Neppl commented. He said this was a pretty big deal for a kid from Newburgh. It is wonderful to see so many people here that believe in the future of Newburgh. We can build from here. He thanked the council, mayor and city manager, because without them none of this would be

possible. This work is about showing up, rolling up his sleeves and taking care of people. His great-grandfather was a City of Newburgh Firefighter. His parents were teachers in this school district; so when he talks about Newburgh, he is not only talking about a job. He is talking about his home, community and his family and friends that he fights for every day. Early on, Newburgh taught him there is incredible talent here, but we haven't always provided the same opportunities for people to succeed here. This is why he became a lawyer, and it is what brought him back to Newburgh. Seven years ago, Newburgh made a decision to get serious about how it governs. When Todd Venning came on as comptroller, and then was later promoted to city manager, this city chose stability, discipline and professionalism as core tenets to lead us into the future. Joining Venning three and a half years later, they turned that stability into momentum and real progress, alongside an incredible executive staff. For six years in a row, Newburgh had a perfect fiscal stress score from the Office of the State Comptroller, and we are the only city in New York State to do that. Newburgh has received repeated awards for transparent and open budgeting in government; we have some of the strongest cash reserves in the State; and we have half a billion dollars in public and private investment now moving through Newburgh. We are not just fixing what was broken, we are building what is next, including the Landing, our hillside, housing, the waterfront, and our parks and public spaces. Neppl said it would only last if we keep doing what works. This is the work he believes in. Neppl said he came back home to Newburgh, because, for too long, people from outside this city have tried to tell us who we are, what we deserve and who we are allowed to become. He knows what our community can be when we are given a fair shot. He said we're just getting started, and the hardest work is still ahead. With this council, city staff and community, he knows we can keep moving Newburgh forward. It is truly an honor of his lifetime to serve as the deputy city manager for the City of Newburgh. He thanked everyone for being here tonight and fighting for Newburgh.

Communications / Communicaciones

Councilmember Shakur moved and Councilmember McLymore seconded the motion.
Ayes- Martinez, McLymore, Monteverde, Shakur, Stewart, Zorrilla, Harvey- 7
CARRIED

5. Approval of the minutes from the City Council meeting of December 18, 2025 / Aprovacion del Acta de la Reunion General del Consejal del 18 de diciembre de 2025

Councilmember Shakur moved and Councilmember McLymore seconded the

motion.
Ayes- Martinez, McLymore, Monteverde, Shakur, Stewart, Zorrilla, Harvey-7
CARRIED

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

City Manager Todd Venning highlighted key points in city business.

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

Carla Johnson, a resident on Lander Street, commented. She handed out flyers for the 6th Annual Black History Month Celebration. She congratulated Mike Neppl, and said he's been outside, and he attends every event. She implored the council not to do a nationwide search for a new city manager, because we have what we need right here. Neppl is great, so let's keep him here. Johnson said Todd turned out big numbers in Newburgh. She is sad he is leaving, but she understands. She wished him luck on his new journey.

Corey Allen, a resident in the city, commented. He said there are a lot of folks who are the descendants and victims of Urban Renewal. He submitted a sample resolution that indemnifies the victims of Urban Renewal, but he never heard else. Allen said the property at 146 Montgomery Street was owned by his great-grandfather, who owned the property and didn't rent. Allen said he had the records to show the city. That property was sold to a developer when his family should've had first rights. Allen said he has thirteen black artists that would like to apply for the new artist lofts on Colden Street. Black artists never get the opportunity for lofts in this city, and he would like to address it with the council. Allen said Todd was the first city manager to keep records about racial demographics on properties that were sold. Fair housing laws require every municipality to keep those records. Before Todd got here, we didn't have records. 2026 is a very important year, and he urged everyone to be involved in politics.

Anthony Grice, former city council member and new resident of Washingtonville, commented. He congratulated the newly elected and re-elected members on the council. It's important to get involved in all levels of politics as we see what is going on in this country. In 2018, the mayor and he walked into his office and discovered a stack of papers that said the city was going to be shut down, and that the State would take over. Todd Venning had a plan and this is why we are where we are today. None of this would be possible without the council's support and the leadership of Mr. Venning. He has done an outstanding job. We're not going to let the outside media tell our story in Newburgh. Neppl, who is born and bred in the City of Newburgh, is the right person as we transition into our new

phase.

Naomi Hersson-Ringskog congratulated Mike Neppl. She wants to have a productive new year, and make small business a priority. In 2022, the Downtown District Alliance completed the Broadway Report, in which they interviewed property owners and merchants to see what challenges exist. A lot of those issues are still outstanding today. She implored the city for answers on the feasibility study, and she would like to get the RFP out soon. New York City has more than eighty business improvement districts. She is excited, and hopes to be able to implement it sooner rather than later.

Rosa Wallace, Co-chair of the Downtown District Alliance, commented. The alliance represents small businesses along Broadway and Liberty Street. It works to support merchants in the City of Newburgh to improve the streetscape, and strengthen Newburgh as a welcoming and vibrant destination for locals and tourists. She implored the city to prioritize small business and move forward with the bid study that was awarded by Empire State Development. Wallace said only so much can be accomplished through good will and volunteerism. A bid is about creating a sustainable structure. She is seeking clarity from the council and city manager on what the steps are. Newburgh risks falling further behind other pier cities if we don't act soon. Downtowns don't thrive by accident.

Ericka Forneret, a small business owner and former chair of the Newburgh Arts and Cultural Commission, commented. She implored the city to support small businesses. They need the council's support and the support of this bid; otherwise they won't last in business. Forneret said we've lost a lot of businesses on Liberty Street. Liberty Street and Broadway should be the Crown Jewels of the city. She said they're here to work with the city.

David Muldover, a small business owner, commented. He has been here for ten years now, and the development has been truly inspiring. Lots of businesses have opened, but they can't do it without the city's support. Retail doesn't have the same foot traffic as the restaurants. Also, there is not a lot of communication with businesses when a road gets shut down or the water gets turned off. They need to work together.

David Rein, a Town of Newburgh resident, commented. He gave a heartfelt thanks to the outgoing city manager, and wished him good luck on his next chapter. Newburgh needs competence, calm and follow-through. His family has skin in the game, and his parents came to Newburgh in 1970. He thanked law enforcement, because often the work is dangerous in Newburgh. On two occasions he tried to file a police report and was turned away without an incident number. He said he would follow the rules tonight, even though his First Amendment rights were curtailed. He urged the city to fix the problem for disabled residents, like himself, publish the rules, and post them online. He also implored the city to assess neutrality for matters of potential conflict.

Mayor Harvey stated there are rules of conduct in place, and reminded everyone that Freedom of Speech is limited when it creates a clear and present danger, or ignites violence at the meeting. He said he would give everyone a first warning, and then the second time it happened he would have the person removed from the meeting hall.

Terry Hannigan, a resident and dignitary of Warden Heights, commented. He mentioned the demands for repair of the driveways and sidewalk aprons. The cost he's hearing for the upgrades is between $10K-$15K, and many people can't afford it. He suggested that the city could work with a private contractor, as the city could probably do a better job at negotiating than the residents could. In this case, everybody wins, and it would be a good example of cooperation between the residents and the city council. He would like more dialogue on it to make the process easier for residents.

Al, a small business owner and resident in Ward 1, commented. He said local businesses are on the ground and they honor their neighbors. When local business is strong, it creates jobs in the community. The relationship between local business and government isn't abstract; it opens doors and people feel vested in their city.

Philippe Pierre, a resident of the city, commented. He took his hat off to Mr. Venning. He welcomed Tamika Stewart and Ronald Zorrilla to the table. He is a small business owner and a developer in Newburgh. Broadway and Liberty will be undergoing a lot of construction, and it is unclear if many of the new businesses will survive if construction is prolonged. He wants to ensure we are thinking about transit and intermodal transportation. Pierre said the building permit fees are on eleven, and he hoped the council would revisit it. He wanted to plant the seeds of Newburgh Illuminated. The Newburgh community deserves it. The organizers are pulling it together, and he hoped we could come together as a community and make it shine.

Cynthia Brunson commented. She thanked Todd Venning for all his great work in the city. She said Mr. Neppl also demonstrated the ability to be a leader. His communication and interpersonal skills are excellent. He has the ability to work effectively with elected officials and staff. Brunson said we don't need to continue the search for another city manager when we have someone who is capable.

Wilhelmina Lamb, a resident at the Kenney Apartments, commented. She said the mayor lied to the residents, because they still had no heat and hot water. She said the residents are hurting, and she was offended by him for saying that.

Gwendolyn Griffin, a resident in Kenney Apartments, commented. She said some people had heat, but the hot water was never restored. Then the heat came on, but it is off again. She woke up yesterday and there was no water at all. She

couldn't even boil water to heat it. She is here for a solution to the problem.

Amy, a resident at Kenney Apartments, commented. She said she and her kids were huddled in one bed together trying to keep warm. She wants a solution tonight.

Mildred Simpson, a resident at Kenney Apartments, commented. She has no heat or hot water. Also, a 90-year-old woman needs help. Water is coming down into the woman's bathroom right now. Simpson said she was so cold that her arms got stuck. The residents need heat now.

Sarah Williams, a resident at Kenney Apartments, commented. She is on social media, and for the mayor to state they have heat when they don't, is a problem. She travels to her mother's home daily to bathe her children after football practice, then she has to bring them back outside into the cold. The kids have gotten Strep Throat. Her son is an honor student, and Williams is working on her Master's Degree. She doesn't get food stamps, and not everybody gets government assistance. She pays her rent, and they have to sleep together in one bed just to keep warm.

Pearline Howard, a resident in Kenney Apartments, commented. Her son graduated from Mount Saint Mary College, and for him to ask her why they have to live like this is heartbreaking. She has worked at West Point for over twenty years, and pays her rent faithfully.

Bridget commented. She asked where the general respect is amongst the community. She hears about all the renovating of new buildings and sidewalks, but where is the heat and hot water for residents that live in the City of Newburgh? It's not fair, and what is the solution to the problem?

Stephanie, a resident in the Kenney Apartments, commented. Her children are constantly sick, and they almost died due to a gas leak in the apartment. They have no hot water, and she has to go to her mother's home to bathe. The stairs are in disrepair too. They have to huddle together in one room just to keep warm during the night.

Mayor Harvey broke protocol and commented. The city government is not the landlord for Bourne and Kenney. He said the landlord is a slumlord that has gotten residents into this problem. Harvey said he owes the residents an apology, because someone informed him that the heat was pumping. Later, he found out, that depending on where they lived in proximity to the boiler, certain apartments had heat. He apologized for making the post on social media. He deferred to Mr. Venning and Ms. Quanetta to speak about some of the actions that were taken.

Quanetta Inman, the Building Inspector, commented. They have been in contact with the property manager, and so far three valves have been replaced, and

sixteen leaks have been repaired. Tomorrow, two valves that control the water will be replaced. The plumber will be there tomorrow to replace them, and they are gearing up for a Friday completion. If it is not possible, they will let her know. Her plumbing inspector is there twice per day, and has been there since the town hall. The system is old and rickety, but repairs are being made, and we are trying to move things forward. When they fix one thing, they find another problem. She urged the residents to let the workers in their apartments if they knock on the door, because they may need to bleed the radiators.

Mr. Venning commented. The codes department has been on site every day since the town hall. All the units have been inspected. The management company and the landlord have been largely unresponsive in the past, but we finally received a reply from management, with assistance from the New York State Attorney General. The only thing the city can do is declare an emergency, but we have to allow the landlord the opportunity to remedy the situation first. We've given them until Friday, and we'll do a final assessment on Friday/Monday. Everybody on this council has been on it, and the residents are at the forefront of our priorities. If we move forward, the turnaround time is, at minimum, one to three weeks, in order to move to emergency power. The city doesn't know what's going on in the building, so it doesn't make a lot of sense to invest $350K for a boiler and then the heat still doesn't end up working. We are doing the fact finding that is required to allow the building inspector to review the work.

Councilmember Shakur commented. He said he and Tim Hayes had been fighting this fight six years ago, and it's been going on since he took office. He brought Ms. Stewart in to see the problems, because this was her ward. We are trying to put a whole plan together. He said he couldn't call codes for residents, but once they made the call, he could follow up on it. This is how we get things done. Shakur said, after six years, somebody needs to be arrested. The Kenney Apartments used to be part of Newburgh Housing Authority, but we don't own the property anymore. If this isn't fixed by Monday, something is going to happen, because enough is enough.

Councilmember Stewart commented. She said she was proud of the residents for standing up and speaking out continuously about this issue. With all of us going home tonight to heat and water, this is not a game. She said she made her kids cut off the heat so they could feel what it's like to be cold, and so the council could move with urgency. There is an option to pull up the mobile boiler, so the residents could have immediate relief. That is a solution and that is the suggestion she made to the council. Whatever the cost is, we could bill the developer. The city finds money for everything else. We need to find money to make sure residents have a temporary boiler in place. For over a month, residents have had no heat and hot water. If anybody can come up with a better solution to get the residents heat and hot water right now, then please let them know.

Mayor Harvey remarked. He said the city manager and legal team have to follow

protocols regarding what the codes department is doing with the leak detection and valve replacements. This is why we can't do what Councilmember Stewart is calling for. He deferred to the city attorney for discussion.

Michelle Kelson explained that the city manager is correct, in what he said, from a legal standpoint. The property owner has to be given notice and the opportunity to make repairs before the city can come in and do any repairs and replacements, in order to be able to recoup the costs later. None of the procedures are going to be done fast enough to solve the conditions in which residents are living, which are horrific and unfathomable, and not respectful; but the city has to follow procedures. She is grateful that residents have come forward to inform them of the situation. In order to hold a property owner accountable, we have to observe it with our own employees in order to be able to go to court and make a non-hearsay allegation of fact. If we can't do that, then the taxpayers are footing the bill without any chance of recoupment. We are laying a foundation for a sustainable plan to make it better for residents in the future. To do something temporarily, only to have it fail forty-eight hours later, is not in anyone's best interest. She feels the residents' pain, but her job is to guide the city manager and council to do things in the right and legal way. It is not going to be acceptable in the real world, and for those who are going home to cold apartments. The council is now focused on the issue as a top priority, and we have a documented plan, so residents can get the relief they need. The city is also working behind the scenes on aspects of property ownership, to create a better living environment for both the Kenney and Bourne Apartments.

Stewart commented. She asked when they would know when a State of Emergency is a viable option for us to declare an emergency. When would we know when we've met that threshold? She said she spoke with county representatives, who informed her that once we've made that decision, we would have the legal ability to move around the funds to do certain things.

Venning responded. He said we have to give the landlord a final chance to cure. This is the final piece. While we respect our county partners, the City of Newburgh takes its legal advice and guidance from the city's corporation counsel.

Kim Owens, a resident in the Kenney Apartments, commented. She hasn't had a refrigerator since September, and she is diabetic. She has to sit her medicine outside in hopes it doesn't freeze.

Gabriellle Hill commented. She said the situation is horrible, but she is glad many people are standing up. She said anyone that needed a hot shower could use her apartment. Her door is open. We need to be proactive, so the situation doesn't happen again. The Mullins and Fogarty buildings are old too. Newburgh has a housing task force that should be resurrected. Hill said now is the time for everyone to be involved and be a part of the change. She urged us to get involved

and get on committees to let our voices be heard. She thanked the city for reappointing her to the Transportation Advisory board, and said she would serve with dignity and integrity. The African-American bones were discovered under Broadway School in 2008. From 2008-2018, we've had city manager after city manager try to rectify the situation, but Todd has been right on it. She thanked him for listening and finding the money to do it. She hoped the money is protected so we can get it done and grow from here.

Pastor Rosey commented. She said if anyone had to work, and if they trusted her, she would be available to let the workers in their apartments if they couldn't be home. Also, she asked if it was possible to open the schools to allow people a place someplace warm to rest.

Sue Sullivan commented. She attended the swearing-in ceremony on January 4th, and left the event feeling hopeful. As the city considers next steps, she urged the council to commit to a process for an open search for a city manager; one that gives the city a full and fair view of all the talent available to ensure the right leader for Newburgh is chosen. She encouraged the council to work with an independent search firm to ensure the process is fair and fully documented. To prevent mixed signals, solutions such as appointing the city engineer as the interim city manager would preserve neutrality. It's been done before. Newburgh is at an important moment. An open search and independent recruiter would help ensure the momentum is continued.

Eneen Williams commented. She encouraged the mayor and council to keep order at meetings. Some things went a little longer than necessary tonight. Certain people, no matter what platform they're on, bring that same energy. We need to resolve problems, and we can't be distracted by distractions. She agreed with the need for an open, competitive, and a wide search; however, she is dedicated to the City of Newburgh and believes it should be a person connected and involved, and who knows Newburgh. There are many inequities that need to be resolved, and the council must stay focused. We can't allow other people, who are not city residents, to take up valuable time. Let's continue to drive Newburgh forward.

Ms. Smith, a resident on South William Street, commented. She is a single mother with four children, and her floors are caving in. She can't place any furniture on one side of her apartment. Codes informed her the building has been condemned since 2021. She said her landlord is a corrections officer at Fishkill. Who is going to help her with these issues? The issue shouldn't be a 30-day thing.

The mayor said he would be in touch with her about the issue.

Christine Amato, a resident on Grand Street, commented. She agreed with Sue. We are at a critical point in our history, and we are at the precipice of building our hillside and waterfront. We need an open and transparent process for our next

city manager. As a former member of the IDA, she knows Bourne and Kenney have received PILOTS, which means taxpayers are helping to subsidize the project. She is upset, because in order to pass any PILOT there should've been reverter clauses attached to them. Bourne and Kenney are looking for another PILOT very soon. Strong strings should be attached to them. She doesn't know why we are signing any PILOTS without health and safety measures for residents incorporated into them.

Carson Carter, a resident on First Street, commented. He commended Councilmember Stewart for a common sense solution. It's been a desperately cold winter, and he wants to see his tax dollars spent on a mobile boiler, so that people are not cold. We could bring legal resources later to bear against slumlords. Newburgh is embarking on an era of enormous growth after decades of deep neglect. We may have that talent in the deputy city manager, but it's not an elected position. He implored the council, as our elected representatives, to do its due diligence and find the right person for the job, for certain.

Mike Lebron, a resident on Grand Street, commented. He referenced a work session meeting on January 8th, in which the council went into executive session for two hours. He said the city manager's disregard for the public's time is a form of passive contempt. Lebron said he is filing a complaint with the ethics board regarding the professional conduct of the city manager. He stated he had six outstanding FOILs with the city, and would be filing eleven new FOILs, because the city has not been forthcoming. He commended Ms. Stewart's proactive organizing, and said this nightmare may not have happened if the council hired three new codes officers instead of wasting salary on a vanity hire in the city manager's office. The proactive organizing reminded him of the work he did in Lower Manhattan with the loft tenants in the 1980s. 15K artists were able to remain in their New York City homes by going on a rent strike simultaneously. Lebron said if anyone needed to reach out to him, they could reach him through our council representatives.

Asia Jeffries, a resident in the city, commented. She doesn't live in the Kenney Apartments, but the entire situation breaks her heart. She knows some of the people that live there. At the town hall meeting, Jeffries mentioned that the codes supervisor said certain things trump other things, such as basic heat and hot water. At this point, it's been 120 hours since the town hall. At what point could a State of Emergency be declared to get the emergency mobile boiler? We're talking about giving the owner until Friday, but this is way beyond twenty-four to forty-eight hours. The children are expected to perform well in school, but they can't. It's way beyond just a bad situation now. At the end of the day, people are still contributing to taxes in this city, and they're shopping in the stores, regardless of any subsidies they receive.

Michelle commented. She is a newly-appointed member of the Newburgh Housing Authority. She is concerned about the dysfunctional board. She thought she was

there for the residents, but even the legal counsel had resigned due to certain issues. Special meetings are being called, but for what? They are not getting anything done at these meetings, so how does it benefit the tenants? The board is not on one accord, and there is no communication, so they are unable to work together as a team.

Tenant Commissioner Boykins commented. She represents Fogarty Apartments. She, too, is a newly-elected member of NHA. The tenants shouldn't have to go through this. Nothing is being done, because there is constant degrading and disrespect. She said they need the council's help. They've written letters to the city about it.

Shaniqua McNeil, Co-chair of NHA, commented. She said it's been a stressful, chaotic and toxic environment. The person on the board is controlling. McNeil said she had spoken with Todd, because she didn't know which direction to go. The board is being dismantled. She grew up there, and she doesn't work like that. There is hostility, and nothing is being done. She would like to have a private meeting to address issues in detail, but nobody can make this stuff up. The woman, maintenance worker and lawyer quit. You can't make this up. McNeil said she wanted to continue to serve on the board for the community she serves.

Veronica Artis, Chairperson of the Newburgh Housing Authority, commented. She said much of what has been said stems from the management. We're looking at changing management, because we have an executive director who hasn't been doing what he was supposed to do, as outlined in the terms of his contract. She said he also gave himself a $9K bonus. She said she is suing the Housing Authority because of a former maintenance worker. She said she gets mistaken for being hostile, because she is passionate about serving on the housing authority. Last year, there were three shootings, prostitution and open drug deals since Mr. Jackson has sat on the board. Artis said she is trying to get new management there. The discontent occurs because they can't come together. She said past commissioners have put on blinders, and the only way for them to move forward is to put someone in place that can help them.

Tracy Wallce, a resident in Varick Homes, commented. She said she helped a tenant get a new stove in her apartment, so she doesn't know why places are waiting for things to happen before anything gets done. She suggested the city use the recreation center or another city building as a warming center for residents in the Kenneys during the day. She also encouraged people to reach out to RECAP, because they have a community food and clothing pantry. She asked the city if they could assist in getting rent reduction papers for residents. This way, when the new owners come in, residents won't be sued, because they don't have certain protections in their lease agreements. Wallace doesn't know why residents aren't placed in hotels, because space heaters are a fire hazard.

Nicall, a City of Newburgh resident, commented. She reminded people that Legal

Services of the Hudson Valley was present at the town hall, along with the Hudson Valley Justice Center. Both organizations were on hand to offer free support and representation for residents in the Kenneys apartments. She encouraged people to exercise their rights as tenants and get familiar with the actions they can take. She also reminded everyone that RECAP's Orange County Fuel Fund is available. She encouraged everyone to contact them. They are located in Middletown, New York.

This section of the meeting was closed.

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

Councilmember Martinez thanked everyone for coming out to the first council meeting of the year. There is a lot going on in the world, especially with what happened to Renee Good. Martinez condemned ICE, and said they are not welcome in Newburgh. There are residents who are living in horrible conditions, and it is not acceptable. She thanked the executive team, Councilmember Stewart, and everyone who has been working hard trying to achieve a solution. She understood the frustration of people needing a solution now. While she is not an attorney, she thinks they should be thinking outside the box. She has seen people sleeping outside in the cold, and she is willing to open her office to allow them someplace warm to sleep. Martinez supports having an emergency fund for the community for when landlords are not being responsive. Local government should be able to provide emergency assistance. We have money, so why can't we do it now? We can triple the bill to the landlords later.

Councilmember McLymore commented. He has been to some of the residents' apartments and had conversations with them. The city staff has spoken with the Deputy County Executive about possibly declaring a State of Emergency. While he understands we have legal parameters to consider, we also have to act. It's not just the Kenneys we have to worry about either. He received a call on Sunday that the boiler at Chadwick Gardens stopped working. Mullins complex is in terrible shape too. If we don't do something immediately, something bad is going to

happen, and he doesn't want to get stuck holding the bag. We have to continue to push forward, but we have to make sure we get residents their basic needs, such as heat and hot water. He hoped the concerns resonated with the council, and he encouraged his colleagues to go to residents' homes and see how people are actually living. He said he would give Councilmember Stewart more information, since it's in her ward; but he said they would work on it together.

Councilmember Monteverde commented. It's unfortunate that residents have to tell the council what is going on in the city. There is no excuse for it, and the owners are irresponsible. They should be arrested or made to live in the apartments without water. They did that with one of the worst landlords in New York City years ago. When she worked in New York City, one of the boilers shut down in the dead of winter. They were able to bring in a temporary boiler. Monteverde doesn't understand why the owners are not being held accountable. They're lining their pockets and still collecting rent. Monteverde visited Ms. Lamb at her apartment to hand out flyers for fuel assistance funds. She felt bad for leaving her because Monteverde was going home to heat and hot water. It is not OK that this is happening in this day and age. She knows the Mullins complex is in horrible shape. It has been consistently mismanaged, and she saw the way the property manager spoke to tenants, which is not acceptable. She said she filed a complaint with HUD. She is sorry to hear the situation hasn't changed much in fifteen years. This council has work to do in 2026. We need to do better with the housing in the City of Newburgh, so we can improve the quality of life for residents.

Councilmember Shakur commented. He has been on the council for six years. Even though he is a member of the council, he is also a renter. He goes through some of the same issues with his landlord. He understands that some people remain quiet and suffer because they don't have anywhere else to go. He is glad the people have come out now. Our community is on fire, and they have come to ensure the city council does something. Shakur said residents have to throw the first punch though, and then he can join in the fight. Our children are the ones dying and going home to freeze. He's retired, so he is out on the streets every day. He said the community could tell its story better than he can tell it. We also have to solve the issues at the housing authority. We have to come together as adults and fix it.

Councilmember Stewart commented. She thanked the community for coming out. We have a lot of work to do. It won't be easy, and it won't be fast; but we have to make our best effort. She thanked residents for standing up, and said that retaliation boils her blood. People fear speaking up, in fear of retaliation. We must do something as a city to ensure that residents can speak up without fear of retaliation. We have to put legal measures and actions in place for times when retaliation has occurred. Stewart said people will agree to disagree, but no one deserves to be disrespected or degraded. She told the residents in the Kenney Apartments that the council would provide a resolution on the situation. Stewart

said these are working-class people, and they deserve to have a sense of urgency on the matter. They are not on welfare. She publicly thanked Danny's Restaurant for providing food to residents who couldn't store food in their apartments. She said moving forward, PILOTS would be different. The process will be more stringent, and we won't be giving away the house just because someone comes before us making everything look like peaches and cream. It will be a thorough process from now on. She asked Todd if we could get the Kenney residents cases of water. The residents are buying water to boil and help keep warm.

Councilmember Zorrilla commented. He said he is honored to serve the community. It's great to hear people's voices and them participating in democracy. He feels powerless listening to the stories. Although he was not born at St. Lukes Hospital, he really cares about Newburgh. He's lived in Newburgh for a decade, and is inspired by the future. He is excited about working with this team. Diverse perspectives are what makes our community unique. Zorrilla said he is the son of immigrants, and our community is struggling right now. He thanked Councilmember Martinez for speaking up about ICE. He said since he started on the council, he has received crazy messages on social media telling him to go away. He said he would fight and learn what power he has to make a difference. When we get it wrong, our community suffers. He wants to hear from everybody, even if they don't reside in his ward. He encouraged people to send him a text or voicemail. The government can't do it alone; we need the community and organizations, so we could collaborate to find solutions. He wished we could solve everything on our own, but we can't. He said he would represent Newburgh to the best of his ability.

Mayor Harvey thanked everyone for coming out. With all powers vested in him, as mayor, he said he would recommend that the city manager declare the emergency sooner than later, because we need to move forward with folks getting heat and hot water. He has been to the Kenneys, and knows a number of residents who live there, personally. He grew up in the Charles Street Housing Projects in Poughkeepsie, which also was a HUD property. He is from that element of having to grow up in a roach and mouse-infested apartment. He remembered having to open the stove to heat the apartment. This is why he hates slumlords. When he came onto the council in 2016, the first thing he did was go after slumlords in this city. We have to build this city up better though. We have eight housing projects that are still waiting for shovels to be put into the ground, so we could start building affordable housing for residents. He said one man, who recently received $2M from the Governor, was speaking with the Poughkeepsie officials this evening. We are still waiting for this man to put shovels into the ground at 1 Lafayette Street. The council approved this project, but sometimes people get paralysis in the analysis. They start to stall when they get a PILOT. The PILOTS this council approved had community benefits and reverter clauses. Bourne and Kenney already have an interested buyer, and there are legal parameters in the contract, so people don't get displaced, and the rent doesn't get jacked up. If this council doesn't pass a PILOT though, those

conditions are going to remain the way they are. The buyer is ready to go, and this council will make a decision. We will keep applying legal pressure to landlords, so they can either get their acts together or get out of Newburgh. Harvey provided the telephone number for Legal Services of the Hudson Valley, for residents to have, if they needed it.

Councilmember Shakur pointed out that the property manager for Sheldrake was recently convicted in Hempstead, New York. He wanted to know what we could do, as a city to hold the owner responsible.

This section of the meeting was closed.

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

7. Resolution No. 1 - 2026 - USDOT BUILD Grant Application - BIN No. 2223640 Replacement of Bridge carrying Little Britain Road over Quassaick Creek

   Resolution authorizing the City Manager to apply for and accept if awarded a United States Department of Transportation Better Utilizing Investments to Leverage Development (BUILD) Program Grant in the amount of $6.19 million with a 20% match for the Little Britain Road Bridge over the Quassaick Creek (BIN No. 2223640) Replacement Project

   Resolución que autoriza al Gerente de la Ciudad a solicitar y, en caso de ser otorgada, aceptar una subvención del Programa Better Utilizing Investments to Leverage Development (BUILD) del Departamento de Transporte de los Estados Unidos, por un monto de $6.19 millones, con una aportación de contrapartida del 20 %, para el Proyecto de Reemplazo del Puente de Little Britain Road sobre el arroyo Quassaick (BIN núm. 2223640)

Councilmember Shakur moved and Councilmember McLymore seconded the motion.
Ayes- Martinez, McLymore, Monteverde, Shakur, Stewart, Zorrilla, Harvey-7
ADOPTED.

8. Resolution No. 2 - 2026 - Bond Resolution - North Street Sewer Separation Project (LTCP)

Bond Resolution of the City of Newburgh, adopted January 12, 2026, authorizing financing for the Separation of Combined Sewers on North Street from Carpenter Avenue to Fullerton Avenue in the City, stating the estimated maximum cost thereof is $7,150,000, appropriating said amount therefor and authorizing the issuance of $7,150,000 bonds to finance said appropriation and the application of any grant funds received or expected to be received from the United States of America, the State of New York or from any other source to be expended towards the cost of said object or purpose or redemption of the City's obligations issued therefor, or to be budgeted as an offset to the taxes for the payment of the principal of and interest on said bonds

Resolución de Bonos de la Ciudad de Newburgh, adoptada el 12 de enero de 2026, que autoriza el financiamiento para la separación de los sistemas de alcantarillado combinado en North Street, desde Carpenter Avenue hasta Fullerton Avenue, dentro de la Ciudad; que declara que el costo máximo estimado del proyecto es de $7,150,000; que asigna dicho monto para tal fin; y que autoriza la emisión de bonos por un total de $7,150,000 para financiar dicha asignación, así como la aplicación de cualesquiera fondos de subvención recibidos o que se espere recibir de los Estados Unidos de América, del Estado de Nueva York o de cualquier otra fuente, para ser destinados al costo de dicho objeto o propósito, o a la amortización de las obligaciones de la Ciudad emitidas para tal fin, o para ser presupuestados como compensación a los impuestos para el pago del capital y los intereses de dichos bonos

Councilmember Shakur moved and Councilmember McLymore seconded the motion.
Ayes- Martinez, McLymore, Monteverde, Shakur, Stewart, Zorrilla, Harvey-7
ADOPTED

9. Resolution No. 3 - 2026 - NYSDOT PIN No. 8LC1.21 Removing and Relocating HDPE Pipe

   Resolution granting authority to the State of New York to remove City facilities and return them to the City

   Resolución que otorga autorización al Estado de Nueva York para retirar instalaciones de la Ciudad y devolverlas a la Ciudad

Councilmember Monteverde moved and Councilmember Shakur seconded the motion.
Ayes- Martinez, McLymore, Monteverde, Shakur, Stewart, Zorrilla, Harvey-7
ADOPTED

10. Resolution No. 4 - 2026 - 2026 Personnel Book Amendment — Comptroller's Office

    Resolution amending the 2026 Personnel Analysis Book to add one Assistant City Comptroller position in the Finance Department

    Resolución que enmienda el Libro de Análisis de Personal 2026 para añadir un puesto de Asistente del Contralor de la Ciudad en el Departamento de Finanzas

Councilmember Shakur moved and Councilmember McLymore seconded the motion.
Ayes- Martinez, McLymore, Monteverde, Shakur, Stewart, Zorrilla, Harvey-7
ADOPTED

11. Resolution No. 5 - 2026 - Sales tax agreement extension between the County of Orange and the cities of Newburgh, Middletown and Port Jervis

    Resolution approving a sales tax agreement extension between the County of Orange and the cities of Newburgh, Middletown and Port Jervis for 2026 through 2029

    Resolución por la que se aprueba la prórroga del acuerdo sobre el impuesto sobre las ventas entre el condado de Orange y las ciudades de Newburgh, Middletown y Port Jervis para el periodo comprendido entre 2026 y 2029

Councilmember Shakur moved and Councilmember McLymore seconded the motion.
Ayes- Martinez, McLymore, Monteverde, Shakur, Stewart, Zorrilla, Harvey-7
ADOPTED

12. Resolution No. 6 - 2026 - 241 Third Street, 48, 50 & 52 Johnston Street - Satisfaction of Mortgage

    Resolution authorizing the City Manager to execute a satisfaction of mortgage in connection with a mortgage issued to WORKS III Associates, Limited Partnership for the premises located at 241 Third Street (Section 22, Block 2, Lot 2), 48 Johnston Street (Section 30, Block 3, Lot 39), 50 Johnston Street (Section 30, Block 3, Lot 40), and 52 Johnston Street (Section 30, Block 3, Lot 41)

Resolución que autoriza al Gerente de la Ciudad a ejecutar una liberación de hipoteca en relación con una hipoteca otorgada a WORKS III Associates, Limited Partnership, para los inmuebles ubicados en 241 Third Street (Sección 22, Bloque 2, Lote 2), 48 Johnston Street (Sección 30, Bloque 3, Lote 39), 50 Johnston Street (Sección 30, Bloque 3, Lote 40) y 52 Johnston Street (Sección 30, Bloque 3, Lote 41)

Councilmember McLymore moved and Councilmember Shakur seconded the motion.
Ayes- Martinez, McLymore, Monteverde, Shakur, Stewart, Zorrilla, Harvey-7
ADOPTED

13. Resolution No. 7 - 2026 - Central Hudson License & Access Agreement

    Resolution authorizing the City Manager to execute a License and Access Agreement with Central Hudson Gas & Electric Corporation and its contracted agents to allow access to City owned property under a Brownfield Cleanup Agreement at the Little Britain Road Service Center

    Resolución que autoriza al Gerente de la Ciudad a ejecutar un Acuerdo de Licencia y Acceso con Central Hudson Gas & Electric Corporation y sus agentes contratados para permitir el acceso a bienes de propiedad de la Ciudad, conforme a un Acuerdo de Limpieza de Sitio Contaminado (Brownfield), en el Centro de Servicios de Little Britain Road

Councilmember Shakur moved and Councilmember Zorrilla seconded the motion.
Ayes- Martinez, McLymore, Monteverde, Shakur, Stewart, Zorrilla, Harvey- 7
ADOPTED

14. Resolution No. 8 - 2026 - DMU Music, Inc. Access Agreement

    Resolution authorizing the City Manager to execute a license agreement with DMU Music, Inc. to allow access to City-owned property known as 80 Broadway (Section 31, Block 1, Lot 13) for access related to a public art installation at property located at 86 Broadway (Section 31, Block 1, Lot 14.2)

    Resolución por la que se autoriza al administrador municipal a firmar un acuerdo de licencia con DMU Music, Inc. para permitir el acceso a la propiedad municipal conocida como 80 Broadway (sección 31, bloque 1, lote 13) con el fin de acceder a una instalación de arte público situada en la propiedad ubicada en 86 Broadway (sección 31, bloque 1, lote 14.2)

Councilmember Monteverde moved and Councilmember Martinez seconded the motion.
Ayes- Martinez, McLymore, Monteverde, Shakur, Stewart, Zorrilla, Harvey- 7
ADOPTED

15. Resolution No. 9 - 2026 - Transportation Advisory Committee Appointments

    A resolution re-appointing Gabrielle Burton-Hill and appointing Minh Vu to the City of Newburgh Transportation Advisory Committee

    Una resolución para el renombramiento de Gabrielle Burton-Hill y el nombramiento de Minh Vu al Comité Consultivo de Transportación de la Ciudad de Newburgh

Councilmember Shakur moved and Councilmember Monteverde seconded the motion.
Ayes- Martinez, McLymore, Monteverde, Shakur, Stewart, Zorrilla, Harvey-7
ADOPTED

16. Resolution No. 10 - 2026 - Authorizing Settlement of In Rem Property for 1 Grand Street

    A resolution authorizing the settlement of litigation regarding the foreclosure of tax liens in rem for the year 2022 related to property known as 1 Grand Street (Section 37, Block 8, Lot 11)

    Una resolución que autoriza el acuerdo de un litigio relativo a la ejecución de gravámenes fiscales in rem correspondientes al año 2022, relacionado con el inmueble conocido como 1 Grand Street (Sección 37, Bloque 8, Lote 11).

Councilmember Monteverde and Councilmember Shakur seconded the motion.
Ayes- Martinez, McLymore, Monteverde, Shakur, Stewart, Zorrilla, Harvey-7
ADOPTED

The City Manager concluded his report.

Old Business: / Asuntos Pendientes

Mayor Harvey requested an update on all the apartment complexes in the city, including Kenney and Bourne, Mullins and Chadwick Gardens.

Todd Venning said the building inspector informed him that the heat was restored at Chadwick Gardens.

Councilmember Monteverde requested an update on the four-way stop signs at the intersection of South William and South Lander streets, because people are still speeding through them. It is a dangerous intersection.

Councilmember Shakur requested an update on the street naming request in memory of Sadie Tallie. The family is in favor of moving it to the southwest corner of Farrington and Chambers Street, because it is right next to the park. Also, Shakur would like to discuss the proclamation for the coordinator of the Newburgh Reunion, Mr. Shirley.

Councilmember Stewart requested an update on Sunset Ridge, as well as the process with the developer. She also requested a thorough update on Warden Heights. From what she understood, it started with a complaint. Stewart wanted to know where it stemmed from and what prompted the area to be targeted. Also, she wanted an update on the School Zone signs at Canterbury Brook Academy.

Councilmember Martinez requested an update on the installation of speed meters on Dubois Street to slow down traffic for non-emergency vehicles.

Councilmember Zorrilla requested an update on the intersection of South Street and Prospect Street. He said someone was recently killed at that intersection. He was told it was a state road, but he wanted to know what the city could do to ensure it's a safe intersection. He requested an update on Crystal Lake as a park designation. He is also grateful for the updates the city manager and deputy city manager provided him regarding Crystal Lake. Zorrilla requested an inventory of our natural resources.

Mayor Harvey commented. He addressed Naomi's concerns about the Small Business Improvements District. He didn't recall seeing the study, but he would like to meet with her and the city's planning department to see what the next steps are moving forward. He recalled the time when the city provided grants to small businesses to assist them during the pandemic. The city provided $200K in total funding for businesses. We must continue to support our small business community. Harvey likes that the small business alliance meets regularly to discuss it.

There was no other old business to discuss.

New Business: / Nuevos Negocios

Councilmember Stewart requested access to all the PILOT agreements in the city.

Todd Venning said he could get Stewart all the current PILOT agreements in the city.

Councilmember Shakur commented. As people come to apply for things in the city, he wants to ensure they are putting measures in place that prevent landlords from taking advantage of residents in the future.

Mayor Harvey suggested that a tenant advocacy board be created, as a second leg and extension to the council.

Councilmember Martinez commented that there is a tenant association already available. As a member of the Mid-Hudson Valley chapter of Democratic Socialists of America. She said we've been trying to connect with tenants to see if there is interest in organizing, so people will be able to stand up for their rights. She encouraged people to contact her directly if they are interested in organizing.

There was no other new business to discuss.

Final Comments from the City Council / Comentarios Finales del Ayuntamiento

Councilmember Martinez commented. She thanked everyone for staying tonight. Martinez prayed for the people who are being attacked in Venezuela. It is not only a foreign nation issue. It affects us here too, because it affects our tax dollars. Our tax dollars are being spent to attack other nations. She said she would continue to speak out on it.

Councilmember McLymore commented. He gave a shoutout to his mother, who is the first African-American woman to sit on the town's council. He is grateful to see it come to pass. He was glad that we were able to give out gas cards to residents last month too. He thanked everyone for trusting in his vision. He said he attended the Samurai Studio Black Art Exhibit. It was phenomenal to see black art displayed at 245 Liberty Street. It was a beautiful event. He said he would continue to fight for the rights and use his voice to get things done. Let's continue to stay united and remain strong. The City of Newburgh is the city of manifested dreams, where dreams really do come true.

Councilmember Monteverde commented. This is going to be her third and final term. She's been in the City of Newburgh since 1999. She is dedicated and committed to what goes on in the city. This is home to her, and she knows quite a few people in this community. She is honored to be a Orange County, California girl who now resides in Orange County's Newburgh, New York. We have issues with housing in the City of Newburgh, but the ICE operations are starting to ramp up in cities across the nation. Monteverde implored us not to forget Renee Good. She encouraged people to get involved in peaceful protest. It is up to us to fight and stand united, and in solidarity. She called ICE a thug, and a Nazi because that is what it is. These are hardworking people that they are doing this to. She, herself, is a Second Generation Mexican. It's not OK with what's going on right now.

Councilmember Shakur wished everyone a happy new year. He encouraged everyone to keep coming out to the meetings. This is how the council gets information from the community to get things done. We're doing this for the future of our children. Shakur said he is currently mentoring young people, so they can keep carrying the ball. He is mentoring a young man and Nu-Poet, Kamar Everett, who is working on the city's flag-raising event during Black History Month in February.

Councilmember Stewart commented. What a first meeting tonight! She thanked everyone who was watching online, and who came out and voiced their concerns. She said the microphone would continue to amplify the voices of the people to the city government. She takes this role very seriously, and it's important that people know it is not business as usual. The residents are looking for change, and sometimes change can be uncomfortable for people. Stewart has posted her plan for the first '100 Days' in office. She also highlighted her transition team who would help move things forward. Her team included Tammy, Asia and Mr. Geter. Stewart said she has started identifying block captains to help become liaisons and voices to help connect people to her and fill in any gaps. Stewart said, just as Shakur mentioned, part of that block captaincy is to build up the next layer of leadership for the City of Newburgh. Individuals would receive leadership training on what it looks like to run for office. Stewart said they are pouring and investing into that next layer of leadership. She congratulated Mike Neppl on his appointment as deputy city manager.

Councilmemeber Zorrilla thanked everyone for coming out. He said he loved the new ideas presented by Stewart, and that three minutes is not enough time to share the frustration, vision and hopes for Newburgh. He hoped we could create spaces outside the meeting. As a proud Latino, he wants to reach out to the 50 percent of the population who are under-represented here, and do a better job advocating for Spanish resources in our community. We can use the technology afforded to us to translate and include a community that is not included. He has seen the differences that take place in Newburgh, and he applauded the city staff who are working hard behind the scenes. We take things for granted, like water, until we lose them. Zorrilla pointed out that the DEC would be present at SUNY Orange on January 21st, to give an update on the tainting of our water supply.

Mayor Harvey thanked everyone who came out tonight. He said he was born and raised in Poughkeepsie, but moved to the City of Newburgh in 1991 when he was a teenager. Although he wasn't born in the City of Newburgh, he was re-born in this city, in Jesus Christ's name, at Baptist Temple under the pastoral leadership of the late Reverend Saul Williams. Newburgh has, will and will continue to be close to his heart. Harvey said this is also the first council meeting for our new deputy police chief, Phil Pulaski. He acknowledged Pulaski publicly, and said he came to Newburgh highly recommended with an astounding resume and forty-three years experience in law enforcement. Harvey thanked Mr. Venning for

taking the lead in hiring Pulaski. Newburgh is a tough city. We love our residents, and we've come a long way; and we know we have a long way to go. We know it's about sticking with our residents and ensuring they get what they need, especially when it comes to heat and hot water. Harvey said we would continue to apply legal pressure on slumlords, especially the ones we are dealing with at Bourne and Kenney.

This section of the meeting was closed.

Adjournment / Aplazamiento:

There being no other business to come before the council, the meeting adjourned at 10:58 P.M.

SUBMITTED

KATRINA COTTEN
CITY CLERK

CITY OF
NEWBURGH
NEW YORK

City Manager's Update

Newburgh City Council Meeting
Monday, January 12, 2026

COMMUNITY UPDATE

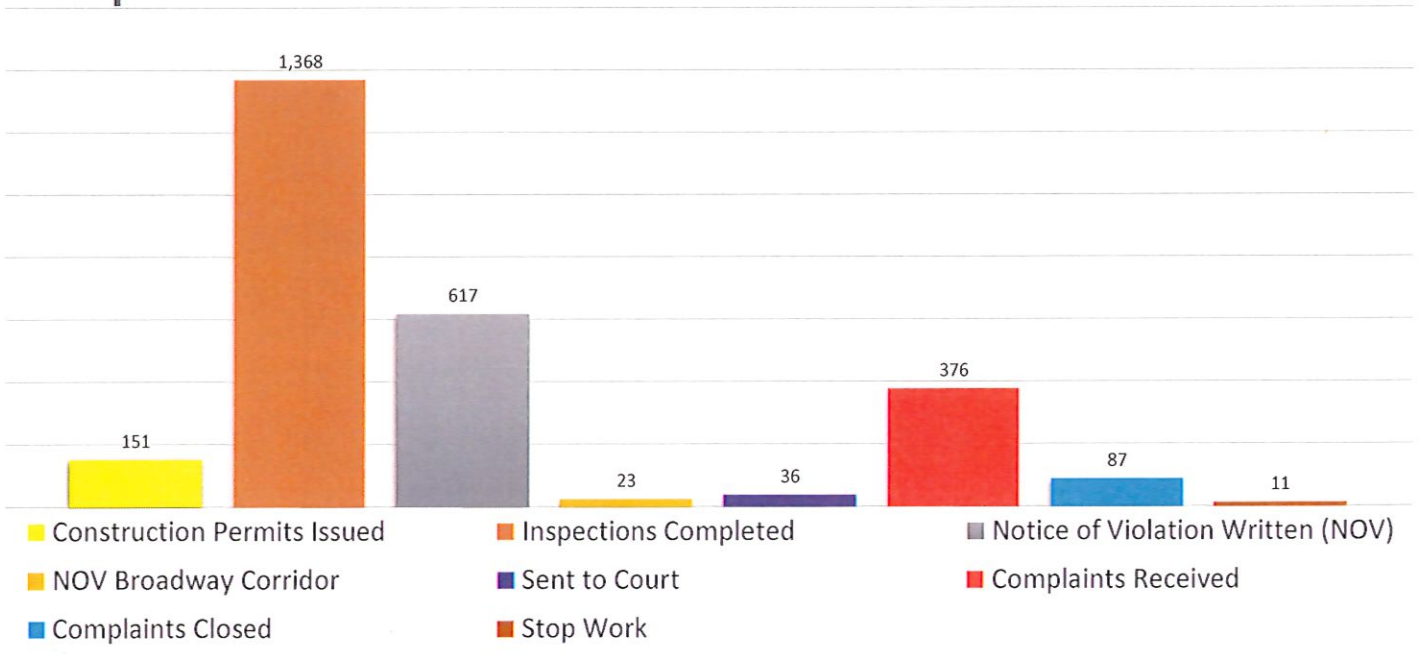
City of Newburgh Wins $10 Million for Major Housing, Environment, and Water Projects

The City Received

- $6.89 million through the NYS Pro-Housing Supply Fund
- $2 million to advance Newburgh Landing
- $2 million towards construction of a mixed-use housing development

CODE COMPLIANCE UPDATE

Month of December 2025



DEPARTMENT OF ENGINEERING UPDATE

NASSCO Certification

NASSCO
NATIONAL ASSOCIATION OF SEWER SERVICE COMPANIES

The Engineering Department now has a total of **three staff** that are certified by NASSCO to inspect and evaluate this infrastructure.

WATER DEPARTMENT UPDATE

Administration Division

Water department staff

A City of Newburgh water source

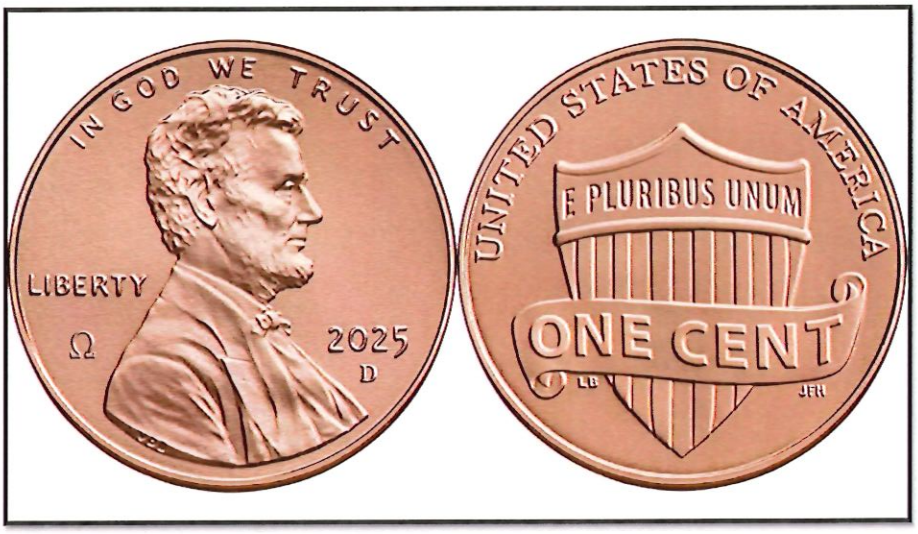
WATER DEPARTMENT UPDATE

Distribution Division

Water department staff completing repairs on water main breaks

COMMUNITY REMINDER

Federal Government No Longer Producing Pennies



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NEWBURGH
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press@cityofnewburgh-ny.gov

RESOLUTION NO.: 1 - 2026

OF

JANUARY 12, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A UNITED STATES DEPARTMENT OF TRANSPORTATION BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) PROGRAM GRANT IN THE AMOUNT OF $6.19 MILLION WITH A 20% MATCH FOR THE LITTLE BRITAIN ROAD BRIDGE OVER THE QUASSAICK CREEK (BIN NO. 2223640) REPLACEMENT PROJECT

WHEREAS, the City of Newburgh as a unit of local government is eligible for funding under the United States Department of Transportation Better Utilizing Investments to Leverage Development (BUILD) grant program; and

WHEREAS, the BUILD grant program provides funding for capital projects including highway and bridge project; and

WHEREAS, the City intends to apply for a grant in the amount of $6.19 million, with a 20% match in the amount of $1.55 million to be derived from NYSDOT Touring Route Funds, to fund the cost of replacement of the Little Britain Road Bridge over the Quassaick Creek (BIN No. 2223640); and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to apply for and accept if awarded a United States Department of Transportation Better Utilizing Investments to Leverage Development (BUILD) Program Grant in the amount of $6.19 million with a 20% match for the replacement of the Little Britain Road over the Quassaick Creek Bridge (BIN No. 2223640); and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

#1-26

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: Replacement of bridge carrying Little Britain Road over Quassaick Creek (BIN No. 2223640)	**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: United States Department of Transportation (USDOT) – BUILD Grant Program	**GRANT SUBMITTAL DATE:** February 24, 2026	**AMOUNT OF AWARD:** Total Estimated Project Costs = $7.74 million Up to 80% of project costs funded by grant. $7.74 million x 80% = **$6.19 million**
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) Yes, cash. 20% minimum match to be derived from Non-Federal Funds. $7.74 million x 20% = $1.55 million **$1.55 million match required**	**AMOUNT REQUIRED BY THE CITY OF NEWBURGH:** 20% minimum match ($1.55 million) shall be derived from the City's allocation of NYSDOT Touring Route Funds.	**(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:** Yes, refer to grant information packet attached.

City of Newburgh

GRANT APPLICATION FORM

PROJECT PLAN: The City has received numerous red flags from NYSDOT for worsening structural deficiencies on the City-owned bridge that carries Little Britain Road over the Quassaick Creek. The City was required to post the bridge with a reduced load capacity rating due to the structural deficiencies. The City is also required to monitor the bridge on a 6-week interval and report any changes in condition to NYSDOT. The City has hired an engineering firm to design the new replacement bridge. The City currently has no funding to undertake construction of the project.

Scope of Project: Complete replacement of the bridge carrying Little Britain Road over the Quassaick Creek.

Key Stakeholders: City of Newburgh

Project Timeline: TBD. Replacement of the bridge must be completed as soon as possible due to worsening structural conditions and red flags issued to the City by NYSDOT for structural deficiencies.

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS:

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO:

COMMENTS: N/A

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS: N/A

ANY ADDITIONAL COMMENTS:

→ APPROVED BY CITY COMPTROLLER? YES/NO

YES

CITY COMPTROLLER SIGNATURE: _____

DATE: 12/22/25

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.

City of Newburgh

GRANT APPLICATION FORM

SECTION D: FOR REVIEW BY CORPORATION COUNSEL
→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO CORPORATION COUNSEL SIGNATURE: _____ DATE: 12/19/25
DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING: Work Session January 8, 2026, Council Meeting January 12, 2026
SECTION C: FOR REVIEW BY CITY MANAGER
→ APPROVED BY CITY MANAGER? YES/NO CITY MANAGER SIGNATURE: _____ DATE: 12-22-25

RESOLUTION NO. 2 - 2026

OF

JANUARY 12, 2026

BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED JANUARY 12, 2026, AUTHORIZING FINANCING FOR THE SEPARATION OF COMBINED SEWERS ON NORTH STREET FROM CARPENTER AVENUE TO FULLERTON AVENUE IN THE CITY, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $7,150,000, APPROPRIATING SAID AMOUNT THEREFOR AND AUTHORIZING THE ISSUANCE OF $7,150,000 BONDS TO FINANCE SAID APPROPRIATION AND THE APPLICATION OF ANY GRANT FUNDS RECEIVED OR EXPECTED TO BE RECEIVED FROM THE UNITED STATES OF AMERICA, THE STATE OF NEW YORK OR FROM ANY OTHER SOURCE TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE OR REDEMPTION OF THE CITY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS

Recitals

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

WHEREAS, pursuant to a Modification Order on Consent approving a Schedule of Compliance for Phases I through V of the LTCP, the City is undertaking the separation of

combined sewers on North Street from Carpenter Avenue to Fullerton Avenue in the City (the "North Street Sewer Separation Project") as part of Phase II of the LTCP, all as further described in the preliminary engineering report entitled "Separation of Combined Sewer on North Street from Fullerton Avenue to Robinson Avenue," dated September 2022 and the cost estimate dated November 2025, each prepared for the City by Arcadis of New York, Inc. and on file in the office of the City Clerk;

WHEREAS, by resolution No. 31-2023 adopted on March 13, 2023, the City Council has determined that the North Street Sewer Separation Project constitutes a "Type II" action pursuant to the provisions of the New York State Environmental Quality Review Act and the regulations promulgated thereunder and contained within 6 NYCRR Part 617 (collectively, "SEQRA"), and that no further review is required; and

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

NOW, THEREFORE,

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

Section 1. The City of Newburgh, in the County of Orange, New York (herein called the "City"), is hereby authorized to finance the cost of the separation of combined sewers on North Street from Carpenter Avenue to Fullerton Avenue in the City, as further described in the preliminary engineering report entitled "Separation of Combined Sewer on North Street from Fullerton Avenue to Robinson Avenue" dated September 2022 and the cost estimate dated

November 2025, each prepared for the City by Arcadis of New York, Inc. The estimated maximum cost of said North Street Sewer Separation Project, including preliminary costs and costs incidental thereto and to the financing thereof, is $7,150,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the principal amount of not to exceed $7,150,000 bonds of the City and any bond anticipation notes issued in anticipation of the sale of such bonds to finance said appropriation, the levy and collection of taxes on all the taxable real property in the City to pay the principal of and interest on said bonds and notes, and the application of any grant monies received or expected to be received by the City from the United States of America, the State of New York, including the Environmental Facilities Corporation ("EFC") or the Dormitory Authority of the State of New York, or from any other source to be expended towards the cost of the North Street Sewer Separation Project or redemption of the bonds or notes issued therefor or to be budgeted as an offset to the taxes to be levied and collected for the payment of such principal and interest.

Section 2. Bonds of the City in the principal amount of $7,150,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law"), to finance said appropriation.

Section 3. The period of probable usefulness of the specific object or purpose for which said not to exceed $7,150,000 bonds herein authorized are to be issued, within the limitations of Section 11.00 a. 4 of the Law, is forty (40) years.

Section 4. The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the City for expenditures made after the effective date of this resolution for the purpose or purposes for which said bonds

are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

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

Section 6. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the City Council relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Director of Finance, the chief fiscal officer of the City. Further, in connection with bonds and bond anticipation notes issued under the authority of Section 2 hereof, the power to contract with and sell bonds and bond anticipation

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

Section 7. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

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

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

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

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

Section 8. This Bond Resolution shall take effect immediately, and the City Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by §81.00 of the Law in *"The Mid Hudson Times,"* and *"The Hudson Valley Press,"* two newspapers each having a general circulation in the City and hereby designated the official newspapers of said City for such publication.

The resolution was declared adopted.

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

AYES:

NOES:

The resolution was declared adopted.

****

CERTIFICATE

I, KATRINA COTTEN, City Clerk of the City of Newburgh, in the County of Orange, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the City Council of said City of Newburgh duly called and held on January 12, 2026, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said City Council and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City of Newburgh this _____ day of January, 2026.

(SEAL)

_____
City Clerk

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

NOTICE

The bond resolution, a summary of which is published herewith, has been adopted on January 12, 2026, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the CITY OF NEWBURGH, in the County of Orange, New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the constitution.

KATRINA COTTEN
City Clerk

RESOLUTION NO. _____ OF 2025

BOND RESOLUTION DATED JANUARY 12, 2026

BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED JANUARY 12, 2026, AUTHORIZING FINANCING FOR THE SEPARATION OF COMBINED SEWERS ON NORTH STREET FROM CARPENTER AVENUE TO FULLERTON AVENUE IN THE CITY, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $7,150,000, APPROPRIATING SAID AMOUNT THEREFOR AND AUTHORIZING THE ISSUANCE OF $7,150,000 BONDS TO FINANCE SAID APPROPRIATION AND THE APPLICATION OF ANY GRANT FUNDS RECEIVED OR EXPECTED TO BE RECEIVED FROM THE UNITED STATES OF AMERICA, THE STATE OF NEW YORK OR FROM ANY OTHER SOURCE TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE OR REDEMPTION OF THE CITY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS

object or purpose: to finance the cost of the separation of combined sewers on North Street from Carpenter Avenue to Fullerton Avenue in the City, as further described in the preliminary engineering report entitled "Separation of Combined Sewer on North Street from Fullerton Avenue to Robinson Avenue" prepared September 2022 and the cost estimate dated November 2025, each prepared for the City by Arcadis of New York, Inc. The estimated maximum cost of said North Street Sewer Separation Project, including preliminary costs and costs incidental thereto and to the financing thereof, is $7,150,000

period of probable usefulness: forty (40) years

amount of obligations to be issued: $7,150,000

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

Dated: January 12, 2026
Newburgh, New York

RESOLUTION NO.: 3 - 2026

OF

JANUARY 12, 2026

RESOLUTION GRANTING AUTHORITY TO THE STATE OF NEW YORK TO REMOVE CITY FACILITIES AND RETURN THEM TO THE CITY

WHEREAS, the New York State Department of Transportation proposes the construction, reconstruction, or improvement of construction contract D265611, Culvert Replacements and Rehabilitations in the Town of New Windsor, located in Orange County, PIN 8LC1.21, Culvert C840061; and

WHEREAS, the State will include as part of the reconstruction of the above-mentioned project the removal of a City owned water diversion pipe, pursuant to Article II, Section 10, Subdivision 24, of the NY State Highway Law, as shown on the contract plans relating to the project and meeting the requirements of the owner; and

WHEREAS, the service life of the relocated and or replaced utilities has not been extended; and

WHEREAS, the State will provide for removal and transportation of the water diversion pipe to City specified location at no cost to the City of Newburgh.

NOW, THEREFORE, BE IT RESOLVED, that the City of Newburgh approves of the removal of and transportation of their water diversion line and the above-mentioned work performed on the project and shown on the contract plans relating to the project and that the City of Newburgh will offload, own, and maintain or cause to be maintained the adjusted facilities performed as above stated and as shown on the contract plans; and

BE IT FURTHER RESOLVED, that Todd Venning, City Manager, has the authority to sign, with the concurrence of the City Council, Corporation Counsel, and Commissioner of Public Works/City Engineer, any and all documentation that may become necessary as a result of this project as it relates to the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Clerk of the City of Newburgh is hereby directed to electronically transmit signed, sealed, notarized, and stamped certified copy of the foregoing resolution to the New York State Department of Transportation.

Moved By:

Seconded By:

Vote:

MUNICIPAL CERTIFICATION STATEMENT

I, _____, duly appointed and qualified _____ of the City of Newburgh, do hereby CERTIFY that the foregoing resolution was adopted at a meeting duly called and held in the office of, the City Council of the City of Newburgh, a quorum being present on the _____ day of January, 2026, and that said copy is a true, correct and compared copy of the original resolution so adopted and that the same has not been revoked or rescinded.

WITNESSETH,

_____
Signature

MUNICIPAL RAISED SEAL

STATE OF NEW YORK)

) ss:

COUNTY OF ORANGE)

On this _____day of _____, 2026, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that she resides in the City of Newburgh, New York; that she is the _____, of the City of Newburgh, New York, the Utility Owner described in and which executed the above instrument; and that she signed her name thereto by order of the City Council of said Municipality.

_____
Notary Public

RESOLUTION NO.: 4 -2026

OF

JANUARY 12, 2026

A RESOLUTION AMENDING THE 2026 PERSONNEL ANALYSIS BOOK TO ADD ONE ASSISTANT CITY COMPTROLLER POSITION IN THE FINANCE DEPARTMENT

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2026 be amended to add one Assistant City Comptroller position in the Finance Department.

RESOLUTION NO.: 5 - 2026

OF

JANUARY 12, 2026

A RESOLUTION APPROVING A SALES TAX AGREEMENT EXTENSION BETWEEN THE COUNTY OF ORANGE AND THE CITIES OF NEWBURGH, MIDDLETOWN AND PORT JERVIS FOR 2026 THROUGH 2029

WHEREAS, the County of Orange has imposed a Sales and Compensating Use Tax pursuant to the authority granted to the County by the State of New York; and

WHEREAS, Article 28 and 29 of the Tax Law of the State of New York authorize cities to impose their own Sales and Compensating Use Taxes, subject to certain priorities and preemptive rights set forth in the Tax Law of the State of New York; and

WHEREAS, the County of Orange and the Cities of Newburgh, Middletown and Port Jervis have previously agreed upon a plan of distribution for the Orange County Sales and Compensating Use Tax for the period of March 1, 2011 to February 29, 2016; and

WHEREAS, the County of Orange and the Cities of Newburgh, Middletown and Port Jervis have previously agreed upon a plan of distribution for the Orange County Sales and Compensating Use Tax for the period of March 1, 2016 to February 28, 2021; and

WHEREAS, the County of Orange and the Cities of Newburgh, Middletown and Port Jervis have previously agreed upon a plan of distribution for the Orange County Sales and Compensating Use Tax for the period of March 1, 2021 to February 28, 2023; and

WHEREAS, the County of Orange and the Cities of Newburgh, Middletown and Port Jervis have previously agreed upon a plan of distribution for the Orange County Sales and Compensating Use Tax for the period of March 1, 2023 to February 28, 2026; and

WHEREAS, the County of Orange and the Cities of Newburgh, Middletown and Port Jervis have now agreed upon a plan of distribution for the Orange County Sales and Compensating Use Tax for the period of March 1, 2026 to February 28, 2029;

NOW, THEREFORE, BE IT RESOLVED, that the City Manager of the City of Newburgh is hereby authorized and directed to enter into and sign on behalf of the City of Newburgh the attached agreement for the distribution of the Orange County Sales and Compensating Use Tax for the period of March 1, 2026 to February 28, 2029 in the form agreed to by all the parties; and

BE IT FURTHER RESOLVED, that the City of Newburgh agrees not to preempt the County Sales and Compensating Use Tax during the term of the agreement.

THE COUNTY OF ORANGE SALES & COMPENSATING USE TAX SHARING AGREEMENT

THIS AGREEMENT is made this ____ day of January 2026, by and among THE COUNTY OF ORANGE, and THE CITY OF NEWBURGH, THE CITY OF MIDDLETOWN AND THE CITY OF PORT JERVIS (the three cities are collectively referred to herein as the "CITIES"), all municipal corporations organized and existing by virtue of the laws of the State of New York.

WHEREAS, Article 29 of the Tax Law of the State of New York authorizes certain municipalities to impose certain taxes on retail sales and other similar transactions and compensating use taxes as therein specified, to be administered by the New York State Tax Commission, and further provides certain priorities and preemptive rights, and

WHEREAS, THE COUNTY OF ORANGE by virtue of New York State law, including, but not limited to, NY Tax Law §1210(i)(35), has imposed a sales and compensating use tax that, as of the time of this Agreement, is three and three-quarters percent (3¾%), and

WHEREAS, over many years there have been a series of agreements among the parties hereto to provide for the sharing of the net sales and compensating use tax monies received by THE COUNTY OF ORANGE among the three cities as parties to such agreements, as well as the various Towns and Villages not parties to such agreements (receiving same as third-party beneficiaries to such agreements), the last of such agreements expiring by its terms on February 28, 2026, and

WHEREAS, the parties hereto agree that for due and sufficient consideration acknowledged by them, they desire to enter into and execute this Agreement and be bound by the terms hereof, and

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WHEREAS, by resolutions duly adopted by the governing bodies of each party hereto, the parties have agreed upon a plan whereby THE COUNTY OF ORANGE will share with the CITIES the net sales and compensating use taxes it receives in such proportions as set forth below and agreed upon by the respective elective governing bodies of the parties, as provided and authorized in NY Tax Law § 1262(c), and

WHEREAS, the Charters, laws and resolution adopted by the governing bodies of each of the parties hereto authorizes the Chief Elected Official or the Chief Executive Officer of their respective municipalities to execute this Agreement on behalf of each of them,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

1. THE COUNTY OF ORANGE, during the term of this Agreement, shall continue to impose the taxes described in NY Tax Law § 1210(a), to the extent it is authorized by New York State to do so, at a rate of three percent (3%) or at a greater rate that may be authorized by the State of New York (presently three and three-quarters percent [3¾ %]), subject to the terms herein below.
2. The term of this Agreement shall commence on March 1, 2026, and terminate on February 28, 2029.
3. The implementation of the distribution formula contained herein and the distribution of the respective portion of the net sales and compensating use taxes received by THE COUNTY OF ORANGE with the municipalities as set forth herein are contingent upon the CITIES, and each of them, hereby agreeing to and actually forbearing from preempting the sales and compensating use taxes imposed by THE COUNTY OF ORANGE during the period of this Agreement. By entering into this Agreement each

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of the CITIES agrees to refrain from imposing any sales and compensating use taxes otherwise authorized by NY Tax Law § 1210, or elsewhere, except that the CITIES can impose sales taxes described in NY Tax Law § 1105(b) and related compensating use taxes in NY Tax Law § 1110, as authorized by NY Tax Law § 1210(b), which a city has a prior right to impose pursuant to NY Tax Law § 1224(b)(1).

4. The CITY OF NEWBURGH has, by Charter, law and/or by resolution, duly adopted by the Common Council of the City of Newburgh, authorized its City Manager to execute this Agreement and has also agreed not to preempt the sales and compensating use taxes imposed by THE COUNTY OF ORANGE during the term of this Agreement. The CITY OF MIDDLETOWN has, by Charter, law and/or by resolution, duly adopted by the Common Council of the City of Middletown, authorized its Mayor to execute this Agreement and has also agreed not to preempt the sales and compensating use taxes imposed by THE COUNTY OF ORANGE during the term of this Agreement. The CITY OF PORT JERVIS has, by Charter, law and/or by resolution, duly adopted by the Common Council of the City of Port Jervis, authorized its Mayor to execute this Agreement and has also agreed not to preempt the sales and use taxes imposed by THE COUNTY OF ORANGE during the term of this Agreement. Notwithstanding the foregoing, each of the CITIES is empowered to preempt the sales and compensating use tax by imposing the sales taxes described in NY Tax Law §1105(b) and related compensating use taxes in NY Tax Law § 1110, as authorized by NY Tax Law § 1210(b), which a city has a prior right to impose pursuant to NY Tax Law § 1224(b)(1).

5. The distributions to be made by the County hereunder are to be based upon the sales and compensating use tax monies received by THE COUNTY OF ORANGE (presently

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at the rate of three and three-quarters [3¾%]), less the expenses of the Commissioner of Taxation and Finance for administration and collection and amounts withheld for refunds. The expenses of the Commissioner of Taxation and Finance and amounts withheld for refunds shall be deducted from the gross receipts prior to the payment to THE COUNTY OF ORANGE by the New York State Comptroller, pursuant to NY Tax Law § 1261 or other applicable law, and the remainder shall be the "net collections" of THE COUNTY OF ORANGE as such term is defined in NY Tax Law § 1262(f).

6. For the term of this Agreement, the net collections of the sales and compensating use taxes imposed by THE COUNTY OF ORANGE shall be retained by THE COUNTY OF ORANGE or allocated and disposed of as follows:

   A. THE COUNTY OF ORANGE shall retain for purposes of THE COUNTY OF ORANGE seventy-three and six hundred sixteen thousandths percent (73.616%) of the above described net collections.

   B. THE COUNTY OF ORANGE shall allocate and distribute twenty-six and three hundred eighty-four thousandths percent (26.384%) of the above described net collections to the CITIES, Town and Villages as follows:

      1. Thirty-two and five hundred twenty-five thousandths percent (32.525%) thereof to the CITIES as provided below.

      2. Sixty-seven and four hundred seventy-five thousandths percent (67.475%) thereof to the Towns and Villages as provided below.

   C. For the term of this Agreement, the amount to be distributed to the three CITIES (32.525% of the 26.384% of net collections of sales and compensating use taxes

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received by THE COUNTY OF ORANGE) shall be divided among them according to the following percentages of the noted 32.525%:

NEWBURGH	42.451%
MIDDLETOWN	44.640%
PORT JERVIS	12.909%

D. Said percentages, as they relate to the relative populations as reflected in the 2020 Census, have been confirmed by the Finance Department of THE COUNTY OF ORANGE. It has been agreed to among the CITIES, and consented to by THE COUNTY OF ORANGE, that the above percentages for each of the CITIES shall be adjusted in future years and future agreements in accordance with the relative adjustments in the population of each of the CITIES, as evidenced in each of the future United States decennial census population data or special population census taken pursuant to NY General Municipal Law § 20 completed and published prior to the end of the quarter for which the allocation is made, which special census must include the entire area of THE COUNTY OF ORANGE.

E. The monies allocated to the Towns located within THE COUNTY OF ORANGE shall be divided among them based upon their respective populations, determined in accordance with the latest decennial federal census or special population census taken pursuant to NY General Municipal Law § 20 completed and published prior to the end of the quarter for which the allocation is made, which special census must include the entire area of THE COUNTY OF ORANGE. Provided, where a village located within THE COUNTY OF

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ORANGE elects a direct cash payment provided for in NY Tax Law § 1262(c), the amount to be paid to such village shall be determined by the ratio that the population of such village or portion thereof within a town in which such village is located bears to the total population of the entire town, determined in accordance with the latest decennial federal census or special population census taken pursuant to NY General Municipal Law § 20 completed and published prior to the end of the quarter for which the allocation is made, which special census must include the entire area of THE COUNTY OF ORANGE, except that if the Village of Highland Falls elects a direct cash payment as provided in the second to last unnumbered paragraph of NY Tax Law § 1262(c), the amount to be paid to it shall be determined by the ratio that the full valuation of real property in the Village bears to the full valuation of the entire Town of Highlands.

7. The amounts to be allocated to the CITIES, Towns and Villages shall be calculated quarterly during the term of the Agreement, based upon the net amount of sales and compensating use tax revenue as described herein and received by THE COUNTY OF ORANGE during the previous quarter.

8. The distributions to the municipalities under this Agreement will be made on or about the 30th day of January, April, July and October of each year covered by this Agreement. The first such payment shall be made on or about April 30, 2026.

9. It is the present intention of the parties hereto that they renegotiate a continuation of this Agreement in the future. The parties therefore agree to commence negotiations for a new agreement on or about November 1, 2027. In the event a renegotiated agreement

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or such other agreement is not reached on or before June 1, 2028, then any of the CITIES that are parties to this Agreement shall notify THE COUNTY OF ORANGE pursuant to NY Tax Law § 1223 of its intention to adopt legislation imposing a City Sales Tax as permitted by law, such tax to become effective as of March 1, 2029. The purpose of this clause is to enable the CITIES to collect a continuous stream of revenue from THE COUNTY OF ORANGE to the end of the term of this Agreement with minimal interruption.

10. The parties are aware, as set forth above, that the present sales and compensating use tax rate is three and three-quarter percent (3¾%). Notwithstanding anything to the contrary provided elsewhere in this Agreement, if the present 3¾% sales and compensating use tax rate ("rate") is ever changed, then the reduced or increased rate shall be immediately substituted for the 3¾% rate presently in effect (or any rate then presently in effect) and the sharing formula set forth in paragraph "6" above shall be adjusted to reflect the new rate. For example, if the rate were reduced from the present 3¾% to 3%, then the CITIES and Towns would receive 26.384% of the net collections, as noted above, from the 3% rate, and if the rate increased from the present 3¾% rate to 4%, then the CITIES and Towns would receive 26.384% of net collections, as noted above, from the 4% rate, all less any administrative or other costs as described above. Villages may receive their respective shares as otherwise provided for herein and in applicable State law. Net collections from such additional or lesser rates that are not required to be paid to the CITIES, Town and Villages as described herein shall be retained by THE COUNTY OF ORANGE for its own purposes.

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11. In the event New York State assumes responsibility for funding or paying out of State funds THE COUNTY OF ORANGE's Medicaid expenses, or in the event there is any other action taken by the State of New York whereby the State assumes a responsibility and an expense of THE COUNTY OF ORANGE and in exchange therefore the State retains a portion of THE COUNTY OF ORANGE's net collections that are the subject of this Agreement, the rights of the parties will be affected pursuant to the terms of this paragraph. If the expense of THE COUNTY OF ORANGE for any program taken over by the State of New York equals or exceeds the amount such net collections of THE COUNTY OF ORANGE retained by the State of New York, then THE COUNTY OF ORANGE shall continue to distribute to the other municipalities the same 26.384% of the sales tax revenue generated by the three percent (3%) tax even though THE COUNTY OF ORANGE may no longer be receiving its 76.616% of the original amount of such revenues. If THE COUNTY OF ORANGE's expense for any such program taken over by the State is less than the amount of THE COUNTY OF ORANGE's net collections retained by the State of New York, then the net loss suffered by THE COUNTY OF ORANGE shall be shared by THE COUNTY OF ORANGE, the CITIES and the Towns and Villages in the same proportion as that by which the revenues are retained and distributed.

12. In the event that any of the CITIES or a Town or a Village incurs a monetary debt or obligation to THE COUNTY OF ORANGE, and said debt or obligation remains outstanding for one year after it has become due and owing to THE COUNTY OF ORANGE following good faith discussions with THE COUNTY OF ORANGE to satisfy the debt or obligation, then THE COUNTY OF ORANGE is authorized herein

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to deduct an amount equal to such outstanding amount of such debt or obligation, to include statutory interest and penalties, if applicable, from that municipality's share of the net collections of THE COUNTY OF ORANGE due that municipality as provided in this Agreement. Such deductions shall be from the payment(s) scheduled to be made next following the above-referenced one year anniversary of the date the debt or obligation accrued, and from each successive share otherwise due to the municipality until the debt or obligation has been paid in full. A municipality may request that the payments be paid in installments for a period not to exceed three years, which request shall not be unreasonably denied.

13. The parties desire to express their intent to continue the terms of the prior agreement to this Agreement (the one in existence at the time this Agreement is entered into) and in the event an interpretation of this Agreement is necessary, the prior agreement reference in the third "WHEREAS" clause of this Agreement shall be used to interpret the intentions of the parties hereto, to the extent necessary and with the understanding that some of the terms of this Agreement may have been intentionally modified by the parties to have a different intent than the prior agreement. The changes to this Agreement in comparison to the prior agreement are intended to recognize, among other things, THE COUNTY OF ORANGE's current sales and compensating use tax rate of 3¾%, *i.e.*, the rate of THE COUNTY OF ORANGE, not including the New York State rate or the rate imposed as a result of being in the Metropolitan Commuter Transportation District. The changes in this Agreement are also intended to develop a contingency in the event THE COUNTY OF ORANGE rate ever changes (either by increase or decrease) from the present rate of 3¾% to ensure that the parties respective

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percentage shares of the rate, whatever that may be, and whatever such rate actually is, are continued as the same percentage of any new rate, except as otherwise provided in this Agreement.

14. The parties further agree to submit this Agreement for any necessary approvals by the State of New York or any officer, agency, or department thereof, and if it is not so approved the parties shall expeditiously renegotiate this Agreement to the extent necessary, leaving as is any provision of this Agreement which would be valid, or which was not disapproved, as being to continue in full force and effect for a period of one year pending such renegotiation.

15. This Agreement may be signed in counterparts, and facsimile signatures shall be considered valid and binding.

IN WITNESS HEREOF, the parties have hereunto set their hands, and seals if so affixed, on the day and year as set forth below.

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THE COUNTY OF ORANGE

BY: _____
Hon. Steven M. Neuhaus, County Executive

CITY OF NEWBURGH

BY: _____
Hon. Todd Venning, City Manager

CITY OF MIDDLETOWN

BY: _____
Hon. Joseph M. DeStefano, Mayor

CITY OF PORT JERVIS

BY: _____
Hon. Dominic M. Cicalese, Mayor

RESOLUTION NO.: 6 - 2026

OF

JANUARY 12, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SATISFACTION OF MORTGAGE IN CONNECTION WITH A MORTGAGE ISSUED TO WORKS III ASSOCIATES, LIMITED PARTNERSHIP FOR THE PREMISES LOCATED AT 241 THIRD STREET (SECTION 22, BLOCK 2, LOT 2), 48 JOHNSTON STREET (SECTION 30, BLOCK 3, LOT 39), 50 JOHNSTON STREET (SECTION 30, BLOCK 3, LOT 40), AND 52 JOHNSTON STREET (SECTION 30, BLOCK 3, LOT 41)

WHEREAS, the Newburgh Community Development Agency ("NCDA") issued a mortgage to WORKS III Associates, Limited Partnership (by Drew Kartiganer, President) in the principal sum of $60,750.00 for premises located at 241 Third Street (Section 22, Block 2, Lot 2), 48 Johnston Street (Section 30, Block 3, Lot 39), 50 Johnston Street (Section 30, Block 3, Lot 40), and 50 Johnston Street (Section 30, Block 3, Lot 41) (collectively referred to in this resolution as "Premises") dated June 12, 1997, and recorded in the Orange County Clerk's Office on June 17, 1997, in Liber 6193, Page 100; and

WHEREAS, the City of Newburgh is the successor in interest to the NCDA; and

WHEREAS, this Council has determined that issuing and executing a Satisfaction of Mortgage, a copy of which is annexed hereto, is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute the attached Satisfaction in connection with a mortgage issued to WORKS III Associates, Limited Partnership for the Premises.

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, as Successor in Interest to the Newburgh Community Development Agency, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550;

Does hereby consent that the following mortgage be discharged of record:

MORTGAGE bearing the date of June 12, 1997, made by WORKS III Associates, Limited Partnership to the Newburgh Community Development Agency, given to secure payment of the principal sum of $60,750.00, and duly recorded in the office of the Orange County Clerk's Office on June 17, 1997, in Liber 6193, Page 100; and

ASSIGNED to the City of Newburgh by Assignment and Assumption of Mortgage Without Covenant dated November 15, 2010, and duly recorded in the office of the Orange County Clerk's Office on November 22, 2010, in Liber 13085, Page 863; and

which mortgage has not been further assigned of record.

Dated: January ____, 2026

CITY OF NEWBURGH

_____

By: Todd Venning, City Manager
Pursuant to Resolution No.:

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

On the_____ day of January, 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 person upon behalf of which the individual acted, executed the instrument.

_____

Notary Public

RECORD & RETURN TO:

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE
THIS PAGE IS PART OF THE INSTRUMENT – DO NOT REMOVE

TYPE NAME(S) OF PARTY(S) TO DOCUMENT: BLACK INK

WORKS III ASSOCIATES, LP
c/oDWELLING GROUP, INC. G.P.

TO

NEWBURGH COMMUNITY DEVELOPMENT AGENCY

241 Third St. S/22, B/2, L/2
48 Johnston Street, 50 Johnston Street
52 Johnston Street
SECTION 30 BLOCK 03 LOTS 39,40,41

RECORD AND RETURN TO:
(Name and Address)

NEWBURGH COMMUNITY DEVELOPMENT AGENCY
83 BROADWAY, CITY HALL
NEWBURGH, NY 12550

THERE IS NO FEE FOR THE RECORDING OF THIS PAGE

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH

RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED ___ MORTGAGE X SATISFACTION ___ ASSIGNMENT ___ OTHER ___

PROPERTY LOCATION

___ 2089 BLOOMING GROVE (TN)
___ 2001 WASHINGTONVILLE (VLG)
___ 2289 CHESTER (TN)
___ 2201 CHESTER (VLG)
___ 2489 CORNWALL (TN)
___ 2401 CORNWALL (VLG)
___ 2600 CRAWFORD (TN)
___ 2800 DEERPARK (TN)
___ 3089 GOSHEN (TN)
___ 3001 GOSHEN (VLG)
___ 3003 FLORIDA (VLG)
___ 3005 CHESTER (VLG)
___ 3200 GREENVILLE (TN)
___ 3489 HAMPTONBURGH (TN)
___ 3401 MAYBROOK (VLG)
___ 3689 HIGHLANDS (TN)
___ 3601 HIGHLAND FALLS (VLG)
___ 3889 MINISINK (TN)
___ 3801 UNIONVILLE (VLG)
___ 4089 MONROE (TN)
___ 4001 MONROE (VLG)
___ 4003 HARRIMAN (VLG)
___ 4005 KIRYAS JOEL (VLG)
___ 4289 MONTGOMERY (TN)
___ 4201 MAYBROOK (VLG)
___ 4203 MONTGOMERY (VLG)
___ 4205 WALDEN (VLG)
___ 4489 MOUNT HOPE (TN)
___ 4401 OTISVILLE (VLG)
___ 4600 NEWBURGH (TN)
___ 4800 NEW WINDSOR (TN)
___ 5089 TUXEDO (TN)
___ 5001 TUXEDO PARK (VLG)
___ 5200 WALLKILL (TN)
___ 5489 WARWICK (TN)
___ 5401 FLORIDA (VLG)
___ 5403 GREENWOOD LAKE (VLG)
___ 5405 WARWICK (VLG)
___ 5600 WAWAYANDA (TN)
___ 5089 WOODBURY (TN)
___ 5001 HARRIMAN (VLG)

CITIES

___ 0900 MIDDLETOWN
X 1100 NEWBURGH
___ 1300 PORT JERVIS
___ 9999 HOLD

NO. PAGES 4 CROSS REF ___
CERT. COPY ___ AFFT. FILED ___

PAYMENT TYPE: CHECK ___
CASH ___
CHARGE X
NO FEE ___

CONSIDERATION $ ___
TAX EXEMPT ___

MORTGAGE AMT $ 60,750.00
DATE 6-12-97

MORTGAGE TYPE:
___ (A) COMMERCIAL
___ (B) 1 OR 2 FAMILY
___ (C) UNDER $10,000.
X (E) EXEMPT
___ (F) 3 TO 6 UNITS
___ (I) NAT.PERSON/CR.UNION
___ (J) NAT.PER-CR.UNION 2
___ (K) CONDO

RECEIVED FROM: City of Newburgh

JOAN A. MACCHI
Orange County Clerk

LIBER 6193 PAGE 100

(8) LIBER 6193 PAGE 100
ORANGE COUNTY CLERKS OFFICE 30118 DAB
RECORDED/FILED 06/17/97 11:09:29 AM
FEES 17.00 EDUCATION FUND 5.00
SERIAL NUMBER: C0002333 MTAX .00
MTG CNTL NO 10650

M 86—Statutory Form MN.
Bond and Mortgage, with additional clauses.
Individual or Corporation.

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS

THIS BOND AND MORTGAGE, made the 12th day of June , nineteen hundred and ninety seven.

BETWEEN WORKS III ASSOCIATES, LP c/o DWELLING GROUP, INC., General Partner with its principal office for the transaction of business located at 555 Blooming Grove Turnpike, Town of New Windsor, New York

herein referred to as the mortgagor,

and NEWBURGH COMMUNITY DEVELOPMENT AGENCY, an urban renewal agency organized and existing under the laws of the State of New York with its principal office for the transaction of buisness located at 83 Broadway, City of Newburgh, Orange County, New York

herein referred to as the mortgagee,

WITNESSETH, that the mortgagor, does hereby acknowledge himself to be indebted to the mortgagee in the sum of SIXTY THOUSAND SEVEN HUNDRED FIFTY AND 00/100-------- ($ 60,750.00) Dollars lawful money of the United States, which the mortgagor does hereby agree and bind himself to repay to the mortgagee from the date hereof at the rate of 0% percentum per annum until paid in 240 monthly installments commencing with a payment of $253.13 on the 1st day of the second month following project completion and a like sum of $253.13 on the 1st day of each and every month thereafter for 239 months, when the entire balance of principal remaining due thereon shall become due and payable.

This mortgage will only be subordinate to bank financing.

This mortgage will not be surbordinate to any other loan.

to secure the payment of which the mortgagor hereby mortgages to the mortgagee ALL these certain plots, pieces or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the State of New York County of Orange and City of Newburgh and being more accurately described on the Official Tax Map of the City of Newburgh as indicated below.

241 Third Street, Section 22, Block 2, Lot 2
48 Johnston Street, Section 30, Block 3, Lot 39
50 Johnston Street, Section 30, Block 3, Lot 40
52 Johnston Street, Section 30, Block 3, Lot 41

SUBJECT to all easements, covenants and restrictions of record.

BEING the same premises as indicated in a deed from City of Newburgh to the Newburgh Community Development Agency, dated March 15, 1994 and recorded in the Orange County Clerk's Office on May 6, 1994 in Liber 4040 of Deeds at Page 100.

BEING the same premises conveyed in a certain deed dated April 30, 1997, from Newburgh Community Development Agency to Works III Associates, LP and recorded May 12, 1997 in the Orange County Clerk's Office in Liber 4566 at page 315.

LIBER 6193 PAGE 101

TOGETHER with all right, title and interest, if any, of the mortgagor of, in and to any streets and roads abutting the above-described premises to the center lines thereof.

TOGETHER with all fixtures and articles of personal property now or hereafter attached to, or contained in and used in connection with, said premises, including but not limited to all apparatus, machinery, plumbing, heating, lighting and cooking fixtures, fittings, gas ranges, bathroom and kitchen cabinets, ice boxes, refrigerators, food freezers, air-conditioning fixtures and units, pumps, awnings, shades, screens, storm sashes, aerials, plants and shrubbery.

TOGETHER with any and all awards heretofore and hereafter made to the present and all subsequent owners of the mortgaged premises by any governmental or other lawful authorities for taking by eminent domain the whole or any part of said premises or any easement therein, including any awards for any changes of grade of streets, which said awards are hereby assigned to the holder of this bond and mortgage, who is hereby authorized to collect and receive the proceeds of any such awards from such authorities and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the amount owing on account of this bond and mortgage, notwithstanding the fact that the amount owing hereon may not then be due and payable; and the said mortgagor hereby covenants and agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid awards to the holder of this bond and mortgage, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

AND the mortgagor covenants with the mortgagee as follows:

1. That the mortgagor will pay the indebtedness as hereinbefore provided.

2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.

3. That no building on the premises shall be removed or demolished without the consent of the mortgagee.

4. That the whole of said principal sum and interest shall become due at the option of the mortgagee: after default in the payment of any instalment of principal or of interest for twenty days; or after default in the payment of any tax, water rate, sewer rent or assessment for thirty days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on the bond and mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided.

5. That the holder of this bond and mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.

6. That the mortgagor will pay all taxes, assessments, sewer rents or water rates, and in default thereof, the mortgagee may pay the same.

7. That the mortgagor within six days upon request in person or within fifteen days upon request by mail will furnish a written statement duly acknowledged of the amount due on this bond and mortgage and whether any offsets or defenses exist against the mortgage debt.

8. That notice and demand or request may be in writing and may be served in person or by mail.

9. That the mortgagor warrants the title to the premises.

10. That the mortgagor will, in compliance with Section 13 of the Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

11. That fire insurance policies which are required by paragraph No. 2 above shall contain the usual extended coverage endorsement; in addition thereto the mortgagor, within thirty days after notice and demand will keep the buildings on the premises insured against loss by other insurable hazards for the benefit of the mortgagee, as may reasonably be required by the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring or in so assigning and delivering the policies. The provisions of subdivision 4, of Section 254 of the Real Property Law, with reference to the construction of the fire insurance clause, shall govern the construction of this clause so far as applicable.

12. That in case of a sale, said premises, or so much thereof as may be affected by this bond and mortgage, may be sold in one parcel.

13. That in the event of any default in the performance of any of the terms, covenants or agreements herein contained, it is agreed that the then owner of the mortgaged premises, if he is the occupant of said premises or any part thereof, shall immediately surrender possession of the premises so occupied to the holder of this bond and mortgage, and if such occupant is permitted to remain in possession, the possession shall be as tenant of the holder of this bond and mortgage and such occupant shall, on demand, pay monthly in advance to the holder of this bond and mortgage a reasonable rental for the space so occupied and in default thereof, such occupant may be dispossessed by the usual summary proceedings. In case of foreclosure and the appointment of a receiver of rents, the covenants herein contained may be enforced by such receiver.

14. That the whole of said principal sum shall become due at the option of the mortgagee after default for thirty days after notice and demand, in the payment of any instalment of any assessment for local improvements heretofore or hereafter laid, which is or may become payable in annual instalments and which has affected, now affects or hereafter may affect the said premises, notwithstanding that such instalment be not due and payable at the time of such notice and demand, or upon the failure to exhibit to the mortgagee, within thirty days after demand, receipts showing payment of all taxes, assessments, water rates, sewer rents and any other charges which may have become a prior lien on the mortgaged premises.

15. That the whole of said principal sum shall become due at the option of the mortgagee, if the buildings on said premises are not maintained in reasonably good repair, or upon the failure of any owner of said premises to comply with the requirement of any governmental department claiming jurisdiction within three months after an order making such requirement has been issued by any such department.

16. That in the event of the passage after the date of this mortgage of any law of the State of New York, deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this bond and mortgage, the holder of this bond and mortgage and of the debt which it secures, shall have the right to give thirty days' written notice to the owner of the mortgaged premises requiring the payment of the mortgage debt. If such notice be given the said debt shall become due, payable and collectible at the expiration of said thirty days.

17. That the whole of said principal sum shall immediately become due at the option of the mortgagee, if the mortgagor shall assign the rents or any part of the rents of the mortgaged premises without first obtaining the written consent of the mortgagee to such assignment, or upon the actual or threatened demolition or removal of any building erected or to be erected upon said premises.

18. That if any action or proceeding be commenced (except an action to foreclose this bond and mortgage or to collect the debt secured thereby), to which action or proceeding the holder of this bond and mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the holder of this bond and mortgage for the expense of any litigation to prosecute or defend the rights and lien created by this bond and mortgage (including reasonable counsel fees), shall be paid by the mortgagor, together with interest thereon at the rate of six per cent. per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this bond and mortgage. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

19. That the whole of said principal sum shall immediately become due at the option of the mortgagee upon any default in keeping the buildings on said premises insured as required by paragraph No. 2 or paragraph No. 11 hereof, or if after application by any holder of this bond and mortgage to two or more fire insurance companies lawfully doing business in the State of New York and issuing policies of fire insurance upon buildings situate in the place where the mortgaged premises are situate, the companies to which such application has been made shall refuse to issue such policies, or upon default in complying with the provisions of paragraph No. 11 hereof, or upon default, for five days after notice and demand, either in assigning and delivering to the mortgagee the policies of fire insurance or in reimbursing the mortgagee for premiums paid on such fire insurance as hereinbefore provided in paragraph No. 2 hereof.

20. The mortgagor shall, upon the property being found in violation of any building, housing, plumbing, electrical, fire or other code of the City of Newburgh, immediatley pay to the mortagee the full principal amount of the note.

If more than one person joins in the execution of this instrument, and if any of the feminine sex, or if this instrument is executed by a corporation, the relative words herein shall be read as if written in the plural, or in the feminine or neuter gender, as the case may be, and the words "mortgagor" and "mortgagee" where used herein shall be construed to include their and each of their heirs, executors, administrators, successors and assigns.

This bond and mortgage may not be changed orally.

IN WITNESS WHEREOF, this bond and mortgage has been duly executed by the mortgagor.

IN PRESENCE OF:

WORKS III ASSOCIATES, LP
c/o DWELLING GROUP, INC. GP

BY: _____ (L.S.)
Drew Kartiganer, President

LIBER 6193 PAGE 103

STATE OF NEW YORK
COUNTY OF } ss.:

On the day of 19 ,
before me came

to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

STATE OF NEW YORK
COUNTY OF } ss.:

On the day of 19 ,
before me came

to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

STATE OF NEW YORK
COUNTY OF ORANGE } ss.:

On the 12th day of June 1997,
before me came Drew Kartiganer
to me known, who, being by me duly sworn, did depose and say that he resides at No. 555 Blooming Grove Turnpike in New Windsor, New York ; that he is the President of WORKS III ASSOCIATES, LLP C/O DWELLING GROUP, INC. G.P., the corporation described in and which executed, the foregoing instrument; and that he signed his name thereto by like order.

Luz M. Mahoney

LUZ. M. MAHONEY
Commissioner of Deeds
City of Newburgh, NY
Commission Expires Dec. 31, 19 98

STATE OF NEW YORK
COUNTY OF } ss.:

On the day of 19 ,
before me came
the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at

in , that he knows

to be the individual described in, and who executed, the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed name as witness thereto.

No.

WORKS III ASSOCIATES, LLP
c/o DWELLING GROUP, INC. G.P.

TO

NEWBURGH COMMUNITY DEVELOPMENT AGENCY

Bond and Mortgage

Dated, ..., 19.....

Amount, $.....

Due, ..., 19.....

Int. Payable .....

The land affected by the within instrument lies in City of Newburgh, Orange County, NY

Record and return to

COMMUNITY DEVELOPMENT
83 Broadway
Newburgh, N. Y. 12550

LIBER 6193 PAGE 104

RESOLUTION NO.: 7 - 2026

OF

JANUARY 12, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AND ACCESS AGREEMENT WITH CENTRAL HUDSON GAS & ELECTRIC CORPORATION AND ITS CONTRACTED AGENTS TO ALLOW ACCESS TO CITY OWNED PROPERTY UNDER A BROWNFIELD CLEANUP AGREEMENT AT THE LITTLE BRITAIN ROAD SERVICE CENTER

WHEREAS, Central Hudson Gas & Electric Corporation ("CHG&E") entered into a Brownfield Cleanup Agreement at the Little Britain Road Service Center located at 610 Little Britain Road, Town of New Windsor, Orange County and designated as Site No. C336031 ("the Site") with the New York State Department of Environmental Conservation which, among other things, requires CHG&E to conduct additional groundwater investigations as part of a remedial workplan; and

WHEREAS, CHG&E and the City of Newburgh entered into a License and Access Agreement dated January 28, 2021 providing access to CHG&E to portions of the City's water supply property located adjacent to the Site and identified as Section 4, Block 1, Lot 12.2 on the official tax map of Orange County to facilitate CHG&E's installation of groundwater monitoring wells as part of the remedial investigation workplan; and

WHEREAS, CHG&E wishes to continue the ongoing groundwater investigation by conducting a dye-trace study to further characterize the movement of the Site groundwater in order to comply with its obligations under the Brownfield Cleanup Agreement, and has requested that the City provide access to portions of the City's water supply property, identified as Section 4, Block 1, Lot 38 in the Town of New Windsor and Section 97, Block 1, Lot 44 in the Town of Newburgh on the official tax map of Orange County, subject to the conditions provided in a License and Access Agreement; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the new License and Access Agreement, in substantially the same form annexed hereto with such other terms and conditions as may be required by Corporation Counsel, with Central Hudson Gas & Electric Corporation and their contracted agents to allow access to City owned property for the purpose of conducting a dye-trace study under a Brownfield Cleanup Agreement at the Little Britain Road Service Center located at 610 Little Britain Road, New Windsor, New York.

LICENSE AND ACCESS AGREEMENT

This Agreement is made as of the ____ day of _____, 202__, by and between The City of Newburgh (the "City"), a New York State municipal corporation having offices at 83 Broadway, Newburgh, New York 12550, and Central Hudson Gas & Electric Corporation ("CHG&E"), a corporation organized and existing under the laws of the State of New York, having offices at 284 South Avenue, Poughkeepsie, New York 12601-4879.

WITNESSETH:

WHEREAS, CHG&E entered into a Brownfield Cleanup Agreement at CHG&E's Little Britain Road Service Center located at 610 Little Britain Road, Town of New Windsor, Orange County and designated as Site No. C336031 ("the Site") with the New York State Department of Environmental Conservation ("NYSDEC") which, among other things, requires CHG&E to conduct additional groundwater investigations as part of a remedial investigation workplan; and

WHEREAS, CHG&E and the City entered into a License and Access Agreement dated January 28, 2021 ("January 2021 Agreement") providing access to CHG&E to portions of the City's water supply property located adjacent to the Site and identified as Section 4, Block 1, Lot 12.2 on the official tax map of Orange County to facilitate GHG&E's installation of groundwater monitoring wells as part of the remedial investigation workplan; and

WHEREAS, CHG&E wishes to continue the ongoing remedial investigation by conducting a dye-trace study to further characterize the movement of the Site groundwater in order to comply with its obligations under the Brownfield Cleanup Agreement, and the City agrees to provide CHG&E with access to additional City-owned property, identified as Section 4, Block 1, Lot 38 in the Town of New Windsor and Section 97, Block 1, Lot 44 in the Town of Newburgh on

the official tax map of Orange County (the "City Property"), subject to the conditions provided below, to allow CHG&E to perform the dye-trace study.

Now, THEREFORE, in consideration of the mutual promises and covenants contained herein, CHG&E and the City agree as follows:

1. The City hereby represents that it owns certain real property more accurately described as Section 4, Block 1, Lot 38 located in the Town of New Windsor and Section 97, Block 1, Lot 44 located in the Town of Newburgh on the official tax map of the County of Orange ("the City Property") and that it has duly authorized this License and Access Agreement. The City hereby grants CHG&E a revocable license for CHG&E and CHG&E's employees, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon the City Property and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary, for the purposes of and to perform at dye-tracer study and related work in connection with the Remedial Investigation Work Plan associated with the clean-up of the Site (the "Work").
2. Entry to the City Property is limited to the minimum access necessary to conduct the Work as shown on the [map/survey/diagram] attached as Exhibit "A" which cannot be completed by any other means. CHG&E shall access the City Property in such location and position and perform work in such manner as will be satisfactory to the City. CHG&E agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, and to obtain any and all permits required thereby. When

accessing the City Property, CHG&E and its designated representatives will comply with applicable City worker safety and other requirements.

3. CHG&E has provided and the City and/or its designated representatives has received a copy of the NYSDEC approved Tracer Study Work Plan. CHG&E will notify the City and/or its designated representatives of any NYSDEC approved modifications or revisions to the approved Tracer Study Work Plan before commencing any work on the City Property.

4. CHG&E, or its designated representatives, will notify the City Engineer and the City Water Superintendent via phone or electronic mail at least ten (10) days in advance of anticipated access to the City Property and such notice will include:

    a. the date, expected time and approximate duration of the requested access;

    b. the reason(s) for the requested access;

    c. the person(s) who will be visiting and their affiliation; and

    d. the nature of the work to be performed on the City Property.

5. Any access to the City Property by CHG&E and its designated representatives will generally occur between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. The City retains the authority to observe any activities performed by CHG&E and its designated representatives during its access to the City Property, and all such observers will abide by all applicable health and safety requirements provided to them by CHG&E or its designated representatives.

6. Nothing in this Agreement shall preclude CHG&E and its designated representatives from accessing the City Property during an emergency or

unanticipated event that requires immediate access. In such a situation, CHG&E and its designated representatives shall provide notice to the City Engineer and City Water Superintendent as soon as possible under the circumstances.

7. CHG&E understands that the City Property referenced in this agreement are land-locked with no legal means of access from any public road or right-of-way. It shall be the responsibility of CHG&E to obtain and coordinate access over any other abutting property as necessary to gain legal access to the City Property.
8. CHG&E will be responsible for properly handling of and off-site disposal of all materials it generates on or from the City Property, including but not limited to any contaminated soils, sediments or liquids, and the City will have no liability regarding these materials.
9. CHG&E will be responsible for all costs associated with the Work. CHG&E will reimburse the City for any and all actual costs and/or expenses, if any, incurred by the City in connection with activities covered by this Agreement.
10. CHG&E shall not commence or perform work nor operate machinery under this License and Access Agreement until it has obtained all insurance required under this paragraph 9 and such insurance has been approved by the City.
    A. Workers' Compensation Insurance – CHG&E shall take out and maintain during the life of this agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.
    B. General Liability and Property Damage Insurance – CHG&E shall take out and maintain during the life of this agreement such general liability and property

damage insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

1. General Liability Insurance in an amount not less than $1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than $3,000,000.00 on account of any one occurrence.
2. Property Damage Insurance in an amount not less than $50,000.00 for damage on account of all occurrences.
3. CHG&E shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this License and Access Agreement.

C. CHG&E may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which CHG&E retains such agents, CHG&E and such agents shall provide and maintain insurances as required by this Paragraph 10 and name the City as additional insured under insurance coverage concerning CHG&E performance of the work referenced herein.

11. CHG&E agrees to indemnify and hold harmless the City from any and all claims, damages, suits, actions, proceedings, losses and expenses (collectively, referred to

as "claims") to the extent caused by CHG&E's negligence or willful misconduct in connection with the access granted under this Agreement, which may be incurred or awarded against the City or its designated representative arising from the access granted to CHG&E and its designated representatives. CHG&E shall have no obligation to indemnify the City for claims arising from the City's own negligence or willful misconduct. Said indemnification includes all costs of defense of any action brought against the City or its designated representative. CHG&E may agree to retain counsel of its choosing to handle the defense of such action. Before any settlement may be agreed upon by CHG&E, it will submit the proposed settlement to the City for its concurrence. CHG&E agrees to provide all litigation papers to the City.

12. The indemnification obligations contained in paragraph 11 shall survive for a period of 3 years after this License and Access Agreement is terminated.

13. Notwithstanding anything to the contrary in this License and Access Agreement, the City and CHG&E agree to attempt to resolve promptly any disputes or material breaches that arise under this Agreement, and to submit any disputes that are not resolved promptly to dispute resolution, which shall mean submitting the dispute to a neutral third-party mediator or arbitrator, as mutually agreed upon by the City and CHG&E. In addition, following dispute resolution, the City and CHG&E reserve whatever rights they may have in law and equity to seek relief in a court of competent jurisdiction in the event that an alleged material breach of any provision of this License and Access Agreement results in damages and/or indirect costs to either party.

14. The CHG&E contact shall be:

Central Hudson Gas & Electric Corporation
284 South Avenue
Poughkeepsie, New York 12601-4879
Telephone: (845) 486-
@cenhud.com

The City contact shall be:

Jason C. Morris, P.E.
Commissioner of Public Works/City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12550
Telephone: (845) 569-7448
jmorris@cityofnewburgh-ny.gov

Any changes to these contact people, telephone numbers or e-mail addresses by a party shall be provided to the other as soon as practicable.

15. This License and Access Agreement shall become effective upon execution by the authorized representatives of the City and CHG&E and shall expire and terminate on December 31, 2026 or the completion of the Work by CHG&E and its agents, employees and contractors, and the restoration of the property to a clean and orderly state as confirmed by both the City Engineer and City Water Superintendent, whichever is earlier.

16. This License and Access Agreement shall terminate upon written notice by either party to the other stating the reason or reasons for termination and providing no less than 1-month advance notice of said termination. A notice of termination by the City shall be subject to dispute resolution as provided in Paragraph 13, above, should CHG&E wish to invoke dispute resolution.

17. This License and Agreement may not be assigned or sub-let to any other party and may not be modified except by a writing subscribed by both parties to this License and Access Agreement.

18. It is understood and agreed that no vested right in the City Property is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the City held the City Property prior to the execution of this License and Access Agreement.

19. CHG&E agrees to pay a one-time land use fee of $100.00 due and payable upon execution of this License and Access Agreement by CHG&E. Any past due fees shall be paid to the City prior to execution of this License and Access Agreement by the City.

City of Newburgh

_____
By:

Date:_____

Central Hudson Gas &
Electric Corporation

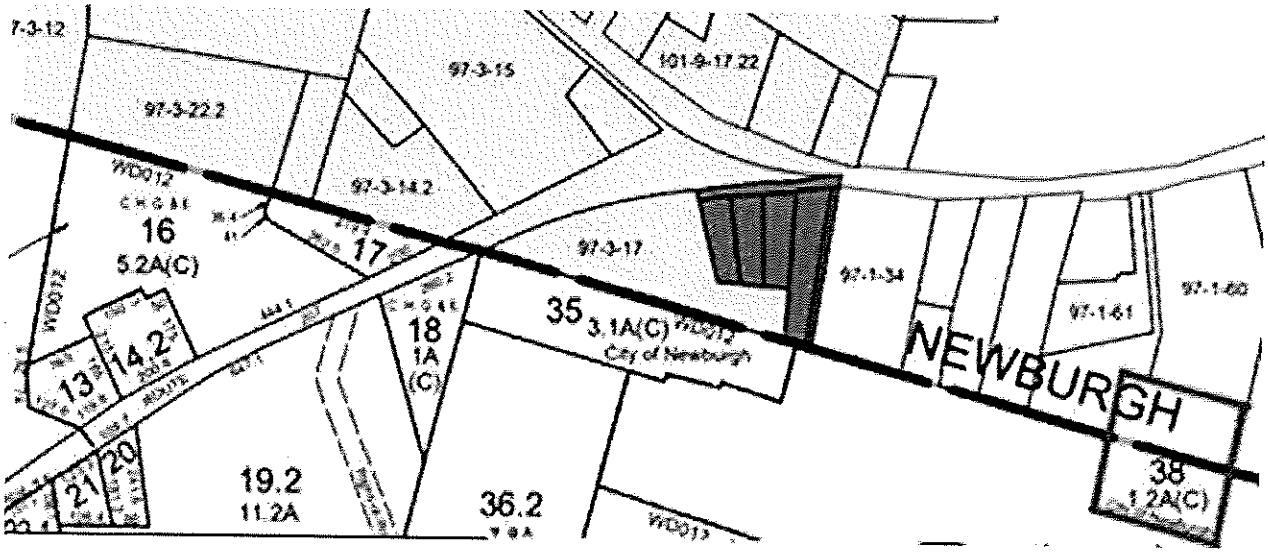
_____
By:

Date:_____

Approved as to form:

_____
MICHELLE KELSON
Corporation Counsel

_____
DAVID TRUONG
Assistant City Comptroller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ARCADIS

Central Hudson Gas & Electric Corporation

Tracer Study Work Plan

Little Britain Road Service Center
610 Little Britain Road, New Windsor, New York

Brownfield Cleanup Program No. C336031

October 2025; Revision 1 – November 2025

Tracer Study Work Plan

Little Britain Road Service Center
610 Little Britain Road, New Windsor, New York

October 2025; Revision 1 – November 2025

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Appendix

Appendix A Procedures and Criteria for Analysis of Fluorescent Dyes

Acronyms and Abbreviations

Arcadis	Arcadis of New York, Inc.
BMP	best management practice
Central Hudson	Central Hudson Gas and Electric Corporation
CVOC	chlorinated volatile organic compound
NYSDEC	New York State Department of Environmental Conservation
site	Little Britain Road Service Center, 610 Little Britain Road, Towns of New Windsor and Newburgh, Orange County, New York
UAV	unmanned aerial vehicle
USEPA	U.S. Environmental Protection Agency
USGS	United States Geological Survey
VOC	volatile organic compound

1 Introduction

Arcadis of New York, Inc. (Arcadis), on behalf of Central Hudson Gas and Electric Corporation (Central Hudson), has prepared this work plan as part of an ongoing investigation being conducted at Central Hudson's Little Britain Road Service Center located at 610 Little Britain Road in the Towns of New Windsor and Newburgh, Orange County, New York (the site) (Figure 1). As described in this plan, a dye-trace study will be conducted to further investigate the movement of groundwater in bedrock beneath the site.

Dye tracing is a tool commonly employed in karst settings to help characterize groundwater flow. Benefits of this approach include that the results are easily understood by stakeholders and positive tracer detections are irrefutable. Tracer studies entail introducing one-or-more non-toxic tracer dyes into bedrock groundwater and monitoring a network of wells, springs, and surface-water bodies for the dye. The dyes can be detected at very low concentrations – well below the concentration at which the dyes are visible to the naked eye.

1.1 Site Setting

The site comprises nine acres and is occupied by a building used as a service center. The building houses offices and truck service bays. Surrounding the building are truck parking areas, visitor and employee parking areas, and material and equipment storage areas. The Lockwood Basin, owned by the City of Newburgh, is located approximately 150 feet west of the site. Further west is Washington Lake, which is a potable water source for the City of Newburgh, although it is currently not in use (City of Newburgh, NY. 2025). Lawns and landscaped areas exist on the south, east, and northeast sides of the facility. The facility is serviced by public water and sanitary sewer, natural gas, and electricity. Water mains for the City of Newburgh from Washington Lake pass under the southern half of the site. Land use near the site includes the Lockwood Basin to the west, undeveloped wooded areas to the north, commercial/industrial areas to the south, and commercial/residential areas to the southeast and southwest. Central Hudson purchased the facility in 1977. The previous occupant of the New Windsor portion of the property was J&H Smith Manufacturing Company, a producer of electronic and lighting equipment, which reportedly stored chemicals used for manufacturing on the property. When Central Hudson purchased the property in 1977, contamination already existed in the underlying soil, soil vapor, and groundwater from the previous industrial activities (New York State Department of Environmental Conservation [NYSDEC] 2020).

Quassaick Creek is located northeast of the site and flows southeastward (Figure 2). It is joined by an unnamed tributary that originates south of the site and flows northeasterly. Dams constructed along both streams have created several ponds.

1.2 Site Investigation and Cleanup

Central Hudson entered into the NYSDEC's Voluntary Cleanup Program in 2000 under the site identification number #V00312. Several environmental investigations were conducted between 1995 and 2023 to evaluate the condition of the underlying soil, groundwater, and soil vapor and to identify the extent of the contamination. The NYSDEC dissolved its Voluntary Cleanup Program in 2018. Subsequently, Central Hudson applied to the Brownfield Cleanup Program, also administered by the NYSDEC, and executed a Brownfield Cleanup Agreement under site identification number C336031. Under that program, Central Hudson prepared, and the NYSDEC approved, a *Remedial Investigation Work Plan* (Kleinfelder, Inc. 2020). The remedial investigation is ongoing.

Details regarding the investigations completed at the site are contained in the *Remedial Investigation Summary Report* (Arcadis 2022).

Contaminants identified in the environmental media sampled are predominantly chlorinated volatile organic compounds (CVOCs). The investigations identified an area of impacted soil that was subsequently excavated and removed from the site in 2001. In 2008, soil vapors beneath the building were found to contain elevated concentrations of CVOCs. Central Hudson voluntarily installed a sub-slab depressurization system as a preventative measure against contaminated soil vapor entering the building. This system continues to operate.

Several phases of investigation have focused on site groundwater. As a result, 37 monitoring wells have been installed and sampled at the site. The first groundwater samples were collected in 1996, some of which contained concentrations of volatile organic compounds (VOCs) exceeding NYSDEC guidelines. Central Hudson continues to conduct quarterly groundwater sampling events at the 37 wells that comprise the current monitoring network. VOC concentrations in samples from some of the wells remain above applicable guidelines. Higher concentrations of VOCs were generally detected in samples collected from the monitoring wells screened in the bedrock.

The reconnaissance work described in this work plan will support development and implementation of a dye-trace study to further characterize the movement of site groundwater. Results of that study will be used to update the conceptual site model and help focus the ongoing remedial investigation.

1.3 Karst Geology Considerations

As discussed in the memorandum entitled *Bedrock Conceptual Site Model, Little Britain Road Service Center* (Arcadis 2023), the bedrock beneath the site is karstic. The way in which groundwater moves through karst aquifers is different than in other geologic media. Most groundwater in karst aquifers moves through an integrated network of solution-widened features (referred to as a conduit network) that occupies a very small volume of the rock. Consequently, these important transport pathways are infrequently intercepted by monitoring wells. Groundwater moving through conduit networks typically discharges at the land surface, or sub-aqueously into surface water bodies, through springs (Ford and Williams 2007); that is, springs are the primary outflow points of karst aquifers. Important implications of this relative to the ongoing investigation at the site include:

- The common practice of estimating groundwater-flow directions using potentiometric maps is not very reliable in karst – the actual path that groundwater takes may be significantly different than that inferred from such maps.
- Groundwater velocities in the conduit networks of karst aquifers tend to be much higher than in other geologic media. Flow velocities of multiple feet per day, or more, are common.
- The quality of water samples collected from wells whose screens intercept zones of high permeability is most indicative of the quality of groundwater that is moving through the aquifer. Conversely, the quality of samples collected from wells that screen bedrock that is unfractured, or contains sparse, unweathered fractures is indicative of water that is moving slowly. Most of this water can be expected to move toward, and drain into, the conduit network at some point within the aquifer.
- Because of their convergent nature: 1.) contaminated groundwater moving through conduit networks tends to be focused in the downgradient direction, rather than spread out, and 2.) if the conduit network(s) extend beyond the source of contamination, contaminant concentrations in groundwater moving through the network(s) can be diluted as conduits carrying clean groundwater join the network.

- With distance from a contaminant source area, contaminated groundwater becomes increasingly confined to the conduit network.
- Given the unique nature of groundwater flow in karst aquifers, dye tracing is an important tool to supplement data from monitoring wells to better characterize groundwater movement, identify where groundwater-of-interest discharges at the land surface, and estimate groundwater flow velocities.

1.4 Tracer Study Reconnaissance

To gather data needed to properly scope the dye-trace study, Arcadis developed a Tracer Study Reconnaissance Work Plan (Arcadis 2024). The objective of the planned reconnaissance was to identify and examine, to the extent practicable, areas where groundwater in the bedrock underlying the site may discharge from springs. The planned work consisted of two phases:

1. Conducting a thermal reconnaissance of selected stream reaches with an unmanned aerial vehicle (UAV) during the winter, when the contrast between groundwater and surface water temperatures was maximized, to identify thermal anomalies that might represent springs.
2. Physically examining select reaches of streams, focusing on thermal anomalies identified by the thermal survey, to locate and document springs and other features of interest.

Upon preparing to implement the reconnaissance, multiple challenges were encountered that collectively rendered the reconnaissance effort by a UAV impracticable. Subsequently, the use of a helicopter to perform the thermal survey was explored. The helicopter contractor conducted several test flights during late winter 2024 and early spring 2025 using different sensing equipment and altitudes; however, none returned data that met the requirements of the survey before ambient temperatures rose too high for the approach to be effective (i.e., there was not sufficient contrast between the temperatures of surface water and spring water).

Because the data requirements of the reconnaissance could not be achieved, an alternative approach to selecting dye monitoring locations was developed and is discussed in Section 2 of this report.

2 Tracer Study Plan

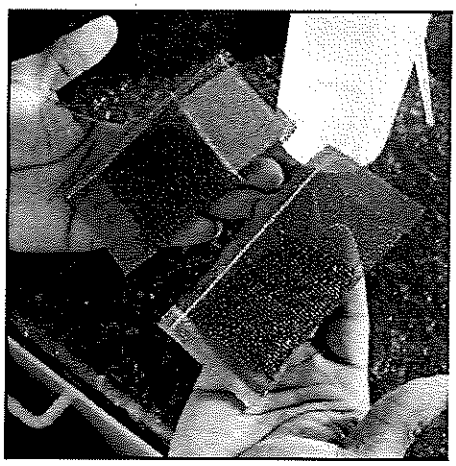
2.1 Objectives

The objectives of the tracer study are to:

- Further characterize groundwater movement through the bedrock beneath the site, particularly at depth, where higher concentrations of CVOCs are present, by identifying points where introduced dye is detected; and
- Estimate approximate groundwater velocities using tracer time-of-travel from the introduction point to distal points where dye is detected.

2.2 Dye Monitoring Approach and Sampling Network

Two methods can be employed to sample waters for tracer dyes. The first method involves collecting grab samples for laboratory analysis. The benefits of this method are that the sampling methodology for collecting grab samples of groundwater, spring water, and surface water are well established, and the concentration of dye contained in the sample can be quantified. The second method involves using samplers consisting of laboratory-prepared fiberglass wire mesh packets that contain activated carbon (Inset 1). These dye samplers are deployed at sampling stations and left in place for a period of time and then recovered and sent to a laboratory for analysis. The samplers continuously adsorb and accumulate tracer dyes, even in the presence of most common water contaminants, including petroleum products and solvents (Aley 2019). One benefit of this method is that, because they accumulate dye over the time they are deployed, dye may be detected in them, even if the concentration of dye in the water passing through them is below the laboratory detection limit. It is not uncommon for dye to be detected in a sampler but not be detected in a grab water sample that is collected at the time the sampler is retrieved (Aley 2017). Another benefit is that the samplers are constantly "monitoring" the water throughout their deployment period; therefore, if a pulse of dye passes through the water at some point during the deployment period, it will be detected, even if the concentrations of dye at the time the sampler is deployed and at the time it is retrieved are below detection limits. A potential disadvantage is that some samplers will be deployed at locations where sampler chain-of-custody cannot be maintained (e.g., in an offsite stream).



***Inset 1**: Activated carbon dye samplers.*

The approach that will be used for this dye-trace study is to rely primarily on dye samplers to monitor for dye. Grab water samples will also be collected during each sampling event. All the dye samplers will be analyzed for dye. For those showing positive detections, the associated grab water sample will also be analyzed. This serves two purposes. First, it verifies the detection of dye in the dye sampler (unless the concentration of dye in the grab sample is below the detection limit) and second it addresses the chain-of-custody matter associated with samplers deployed in locations that are not secure.

Developing an appropriate monitoring network is key to a successful trace. In addition to springs and receiving water bodies in the study area, other points where bedrock groundwater can be accessed, specifically monitoring

wells, are of interest. The process used by Arcadis to develop the monitoring network involved reviewing topographic maps and aerial imagery and reviewing available data for site bedrock monitoring wells. These activities are described in the following subsections.

2.2.1 Topographic Map and Aerial Imagery Review

Because the planned reconnaissance could not be achieved, Arcadis reviewed the United States Geological Survey (USGS) Newburgh and Cornwall-on-Hudson 7.5-minute topographic maps (USGS 2023 and 2023a), Google Earth imagery, and City of Newburgh and Town of New Windsor tax maps to assist with selecting surface water monitoring stations for the tracer monitoring network.

Based on that review, no publicly available parcels were found to exist along the waterways of interest; however, there are multiple stream crossings by public roadways. These locations were selected as surface water monitoring points, as shown on Figure 2.

2.2.2 Monitoring Wells

Site monitoring wells included in the dye monitoring network are shown on Figure 3 and contained in Table 1. Wells were selected based on:

- *Nature of screened interval*. Wells screened in bedrock and known to screen cavities or solution-widened fractures were selected for monitoring. Five wells have long, open-hole intervals (> 25 feet) where water can enter. At these wells, multiple samplers will be deployed, as shown in Table 1.
- *Known or inferred well yield*. Wells known to exhibit high yields or where previous testing has returned high hydraulic conductivity values were selected for monitoring.
- *Location*. Wells located in areas deemed strategic in relation to the known limits of groundwater impacted by the site were selected for monitoring.

2.3 Background Fluorescence Study

Several fluorescent dyes have been used in tracing studies. In addition to tracing groundwater, these dyes are commonly used for other purposes, including testing sewer lines for leaks and testing domestic leach fields for regulatory compliance. Additionally, these dyes are commonly used by industry and are present in many consumer products. For these reasons, it is necessary to determine the "background fluorescence" of waters to be monitored. In addition to establishing background conditions, the collected data will also be used to finalize dye selection for the study.

The background study will consist of deploying dye samplers at all sampling stations and collecting two rounds of samples 1 week apart. During each monitoring event, the samplers will be collected and exchanged with a fresh set and redeployed. The approach for deployment and collection will vary depending on the type of sample location. The general procedures are as follows:

- Open-Water Sample Locations: Dye samplers deployed at springs, streams, ponds will be attached to tethered weights and suspended upright to be exposed to as much flow as possible. Where the depth to the carbon packet is shallow, grab water samples will be collected directly by dipping the sample vial in the water. If there are locations where water depths are greater, samples will be collected using a sampling device that can be lowered to the approximate depth of the dye sampler and then triggered to collect a sample at that depth.

- Down-Well Sample Locations: Down-well samplers will be deployed at target depths, suspended in the zone of maximum yield, if known, or at the midpoint of the saturated screen. Down-well samplers will be suspended on monofilament line in combination with a dedicated polyethylene bailer that will be used to collect grab water samples each time a sampler is exchanged. Water samples will be collected by raising and lowering the bailer several times (to replace the bailer contents with fresh water from the target interval) before extraction. No additional well purging will be conducted. To facilitate accurate placement of the dye sampler in the water column, a stainless-steel weight will be affixed to the bottom of the monofilament line.

2.4 Dye Types

For a successful tracer study, it is important that dyes are selected and introduced into the active flow system of the aquifer at the appropriate location(s) and in the proper quantities. The dyes judged to be suitable candidates for use for this study include fluorescein, rhodamine-WT, eosine, and sulphorhodamine B. All these dyes have been extensively studied and their safety when used as groundwater tracers is well established (Field, et al. 1995; Smart 1984).

Final dye selection will be based on the results of the background fluorescence study. The mass of dye to be introduced will be based on professional judgement. The mass of dye introduced will be selected with the objective of being able to detect the dye wherever it may resurge in the study area while striving to avoid visibly coloring water that discharges to the land surface or receiving water bodies. While the laboratory detection limits for fluorescent dyes are approximately five orders of magnitude lower than detectable in the field by the general public, it is always possible that some visible coloration of emerging groundwater may occur. Should visible coloration of surface water occur the duration that dye is visible, and the extent that visible dye extends downstream, varies. There are multiple processes that remove or destroy dyes in surface water. These include dye uptake by plants and dye degradation or destruction by sunlight. As such, visible coloration typically does not persist more than a few days and tends not extend great distances downstream.

2.5 Dye Introduction

To meet the objectives of this study, it is anticipated that one dye will be introduced at depth in the bedrock, where the highest concentrations of CVOC are commonly detected and a second dye, of a different type, will be introduced in shallower bedrock to help better define groundwater flow in the bedrock. The dyes will be introduced into one or more existing bedrock monitoring wells.

When introducing dye to a well, it is important that the well be reasonably well connected hydraulically to the bedrock flow system. To assess a well's suitability as a dye introduction point, clean water injection tests will be performed at candidate wells. The tests will consist of introducing potable water to the well, targeting a rate of approximately 1 gallon per minute, to maintain the level of water to approximately 2 feet below the top of the well casing. Once the target level of water in the well is reached (2 feet below the top of casing), an additional 50 gallons of water will be introduced. If the target level of water cannot be reached, then the volume of water to be injected will be 60 gallons. The test duration and volume of water introduced during the test will be recorded so that the water injection rate can be estimated.

Results of the testing will be assessed and one-or-more injection wells will be selected. Five candidate wells were selected for testing based on: a review of available drilling information and downhole geophysical testing, their location relative to the source area, and the concentration of CVOCs detected in water samples collected from

them. Three wells are screened in the deeper bedrock and the remaining two are screened shallower in the bedrock. The three deeper wells are MW18-11C, MW18-13C, and MW21-18D (Figure 3). Wells MW18-11C and MW18-13C will be tested first. If neither well is deemed suitable, testing will be performed at MW21-18D. This well is less desirable as an injection well because it has a smaller inside diameter (1.5-inch) and is not screened in an area containing elevated levels of CVOCs. As noted in Section 1, most groundwater in karst aquifers moves through an integrated network of solution-widened features. These networks tend to converge in the downgradient direction, so the discharge point for groundwater at MW21-18D is likely to be the same as for the other wells to be tested. The two shallower wells are MW18-11B and MW18-12B. Both are located fairly near the former VOC source area and available information suggests that the bedrock screened be sufficiently transmissive to allow dye to be introduced and distributed into the active groundwater flow system. Any of these wells that are not selected for dye introduction will be added to the dye monitoring network.

Wells that are poorly transmissive (i.e., are identified in Table 1 as having a poor apparent yield) or constructed with well casings less than 1.5 inches in diameter are not suitable for consideration as potential injections wells.

Dye will be introduced into the selected wells as a concentrated solution using a tremie pipe installed near the bottom of the well. Following introduction, potable water will be introduced using both the tremie pipe and from the well head to help flush the dye from the well and into the surrounding formation. During this process, the fluid level in the well will be carefully monitored to ensure the level does not reach the top of the well casing. The target injection volume for potable water is 2,000 to 5,000 gallons.

Many variables affect the movement of dyed groundwater, including differences among dye properties, dye strengths, dye introduction method, and the nature of the geologic medium through which the dyed groundwater moves (e.g., groundwater velocity, architecture of the transport pathways, and the quantities of sediments present along those pathways). Consequently, there is no credible standard equation for estimating dye quantities needed for groundwater tracing work (Aley 2019). The specific dyes to be used and the masses of dye to be introduced will be determined upon review of the results of the background fluorescence study (Section 2.3). For this application, it is expected that, if fluorescein or eosine dye is used, approximately 5 to 10 pounds would be required. If rhodamine WT or sulforhodamine B are used, then it is expected that the quantity would be within the range of 10 to 20 pounds. The dye will be introduced in concentrated liquid form, roughly 5 to 10 gallons by volume, then distributed into the bedrock flow system by flushing with several thousand gallons of potable water.

2.6 Monitoring Procedure, Frequency, and Duration

Dye samplers will be deployed at all sampling stations in the network prior to introducing the dye. Samplers deployed in springs and surface water bodies will be deployed in a manner that exposes them to flowing water and reduces the likelihood that they will be swept away in the event of storm flow or buried in sediment on the bottom of the water body. Samplers deployed in wells will be suspended at their designated depth using clear monofilament line with a stainless-steel weight at the bottom. Designated sampling depths will target transmissive zones in the well screen[1], or in the absence of such, the screen midpoint. A grab water sample will also be collected at each location during each sampling event. If dye from the study is detected in a dye sampler, then the corresponding grab water sample will also be analyzed. Details regarding sampler handling, deployment, and retrieval are contained in Appendix A.

[1] For wells constructed as "open holes," the term "screen" is defined as the open interval of the well, from the base of the steel casing to the bottom of the open borehole.

The sampling frequency is tentatively planned to be weekly for the first 8 weeks of the study and then once every 2 weeks for the following 8 weeks. Sampling results will be reviewed throughout the study period and used to evaluate whether the sampling frequency and/or study duration require modification. For each sampling event, a fresh dye sampler will be exchanged with the sampler that is collected for analysis. A grab water sample will also be collected at the time of sampling at each location and held for potential analysis. Grab samples will be analyzed if dye is detected in the dye sampler.

2.7 Dye Analysis

Dye samplers and water samples will be analyzed by Ozark Underground Laboratory (OUL; Protem, MO). OUL specializes in fluorescent dye analysis using a spectrofluorophotometer operated under a synchronous scan protocol and has considerable experience in dye tracing conducted in karst aquifers to support contamination assessments. Details regarding the laboratory analytical and quality assurance/quality control procedures are contained in Appendix A.

2.8 Environmental Footprint Analysis

Central Hudson, Arcadis, and the NYSDEC are committed to minimizing the environmental footprint of activities involved in addressing environmental conditions at the site.

The U.S. Environmental Protection Agency's (USEPA's) *Principles for Greener Cleanups* (USEPA 2016) outlines the USEPA's policy for evaluating and minimizing the environmental footprint of activities involved in cleaning up contaminated sites and will be followed during implementation of this work plan. The core elements of greener cleanups are:

- Reduce total energy use and increase the percentage of energy from renewable resources.
- Reduce air pollutants and greenhouse gas emissions.
- Reduce water use and preserve water quality.
- Conserve material resources and reduce waste.
- Protect land and ecosystem services.

The first three elements in the list above are relevant to the scope of work described in this work plan. Given that the scope of work is relatively small and involves introducing relatively small amounts of non-toxic dyes and potable water to the subsurface, a qualitative environmental footprint analysis comprised of describing the best management practices (BMPs) that will be implemented is appropriate.

To minimize the environmental footprint when implementing this work plan, the following green remediation BMPs will be employed:

1. Reduce travel through teleconferencing and compressed work hours. Both prior to conducting the field work and following the field work, all meetings will be held through teleconferencing. Also, the final deliverable will be distributed in electronic form, rather than as hard copies. All field work will be performed in one mobilization, if feasible. Staff will strive to carpool and employ electric or hybrid rental vehicles when practicable.
2. Introduce dye solutions and flush water using gravity-feed approaches, where practicable. Employ reusable, recyclable vessels to store dye solutions and potable water.
3. Employ reusable hose and tremie piping for fluid management, where practicable.

4. Return unused clean water to surface water bodies rather than discharging it to a public sewer system.
5. Compress the number of days needed to complete the work. Field workdays will extend beyond 8 hours provided there is sufficient daylight to perform the work safely.
6. Limit the duration of the study as appropriate, based on assessment of each round of analytical data.
7. Recycle cardboard boxes and beverage bottles.

3 Schedule and Reporting

The dye-trace study is planned to begin during the late winter or early spring seasons, assuming that access to off-site sampling locations is granted. During this time of year, groundwater velocities tend to be higher than during late spring and summer, where evapotranspiration rates increase and the volume of precipitation that recharges the groundwater table is less. The duration of the study is tentatively planned to be approximately 18 weeks, including the background fluorescence study. The actual duration will be determined based on the analytical results obtained for each round of sampling and professional judgement; therefore, the actual duration may be more or less than 18 weeks.

Following completion of the work, Arcadis will prepare a report documenting the work performed and the resulting findings of the dye-trace study. It is anticipated that the report will be submitted to the NYSDEC within 3 months of receipt of all the dye analytical results.

4 References

Aley, T. 2017. Improving the detection of fluorescent tracer dyes in groundwater investigations. *Remediation*. 27(4):39-46.

Aley, T. 2019. The Ozark Underground Laboratory's Groundwater Tracing Handbook. Ozark Underground Laboratory, Protem, MO.

Arcadis. 2022. *Remedial Investigation Data Summary Report*, Little Britian Road Service Center, New Windsor, NY. Prepared for Central Hudson Gas & Electric Corporation. Brownfield cleanup program no. C336031. June.

Arcadis. 2023. Memorandum from K. White (Arcadis) to J. Gallo (Central Hudson). Re: Bedrock Conceptual Site Model, Little Britain Road Service Center. October 27.

Arcadis. 2024. *Tracer Study Reconnaissance Work Plan*, Little Britian Road Service Center, New Windsor, NY. Prepared for Central Hudson Gas & Electric Corporation. Brownfield cleanup program no. C336031. February.

City of Newburgh, NY. 2025. Our Water System. Available online at https://www.cityofnewburgh-ny.gov/189/Our-Water-System. Retrieved October 7, 2025.

Field, MS, Wilhelm, RG, Quinlan, JF, and Aley, TJ. 1995. An assessment of the potential adverse properties of fluorescent tracer dyes used for groundwater tracing. *Environmental Monitoring and Assessment*. 38(1):75-96.

Ford, DC and PW Williams. 2007. Karst Hydrogeology and Geomorphology. John Wiley & Sons, Ltd., Chichester, West Sussex, England.

Kleinfelder, Inc. 2020. *Remedial Investigation Work Plan*, Little Britain Road Service Center, 610 Little Britain Road, New Windsor, New York. September.

NYSDEC. 2020. Brownfield Cleanup Program, Citizen Participation Plan for Central Hudson Gas & Electric Corporation – Little Britain Road Service Center. May.

Smart, PL. 1984. A review of the toxicity of twelve fluorescent dyes used for water tracing. *National Speleological Society Bulletin*. 46:21-33.

USGS. 2023. Newburgh, NY 7.5-minute Quadrangle. Unites States Geological Survey.

USGS. 2023a. Cornwall-on-Hudson, NY 7.5-minute Quadrangle. Unites States Geological Survey.

USEPA. 2016. Green remediation best management practices: site investigation and environmental monitoring fact sheet. Office of Land and Emergency Management, EPA 542-16-002. September.

Table

Table 1
Dye Trace Monitoring Well Network Details
Tracer Study Work Plan
Little Britain Road Service Center
610 Little Britain Road, New Windsor, New York

ARCADIS

Well ID	Construction	Unit Monitored	Screen/Open Interval (ft bgs)				Screen Length (ft)	Apparent Yield[2]	Casing Stickup (ft)[3]	Sampler Deployment Depth (ft BTOC)
			Top		Bottom					
			ft bgs	ft NAVD88[1]	ft bgs	ft NAVD88				
MW94-4B2	Open Rock Hole	Shallow / Intermediate Bedrock	62.8	236.9	82.8	216.9	20	Poor	-0.98	68.5
										75.1
MW01-8B	Open Rock Hole	Shallow Bedrock	25	269.2	50	244.2	25	Poor	2.61	35.6
										43.6
MW06-2C	Open Rock Hole	Intermediate Bedrock	70	228.6	125	173.6	55	Poor	-0.63	83.4
										97.4
										110.4
MW06-4C	Open Rock Hole	Intermediate Bedrock	70	229.9	125	174.9	55	Poor	-0.71	83.3
										97.3
										110.3
MW06-9C	Open Rock Hole	Intermediate Bedrock	68	244.7	125	187.7	57	Good	1.88	83.9
										98.9
										112.9
MW18-8D	2" PVC	Intermediate Bedrock	73	221.0	83	211.0	10	Poor	2.22	80.2
MW18-8F	1.5" PVC	Deep Bedrock	175	119.1	185	109.1	10	Poor	1.8	181.8
MW18-10B	2" PVC	Shallow Bedrock	36	262.1	51	242.1	15	Good	2.8	46.3
MW18-10C	2" PVC	Deep Bedrock	175	118.1	185	108.1	10	Poor	2.8	182.8
MW18-11B	2" PVC	Shallow Bedrock	34	259.1	44	249.1	10	Moderate	2.5	41.5
MW18-11C	2" PVC	Deep Bedrock	175	118.1	185	108.1	10	Moderate	2.5	182.5
MW18-12B	2" PVC	Intermediate Bedrock	80	215.2	90	205.2	10	Moderate	-0.3	84.7
MW18-12C	2" PVC	Deep Bedrock	175	120.2	185	110.2	10	Poor	-0.3	179.7
MW18-13C	2" PVC	Deep Bedrock	175	119.2	185	109.2	10	Good	-0.4	179.6
MW18-14C	2" PVC	Deep Bedrock	176	120.0	186	110.0	10	Poor	2.8	183.8
MW21-15C	1" PVC	Intermediate Bedrock	84	214.8	104	194.8	20	Poor	1.3	92.0
										98.6
MW21-15D	1.5" PVC	Deep Bedrock	160	138.8	180	118.8	20	Poor	1.4	168.0
										174.7
MW21-16E	Open Rock Hole	Deep Bedrock	195.4	98.4	223.6	70.2	28.2	Good	-0.4	204.6
										213.6
MW21-17D	1.5" PVC	Deep Bedrock	174.8	116.6	184.8	106.6	10	Moderate	2.3	182.1

See Notes on Page 2.

Table 1
Dye Trace Monitoring Well Network Details
Tracer Study Work Plan
Little Britain Road Service Center
610 Little Britain Road, New Windsor, New York

ARCADIS

Well ID	Construction	Unit Monitored	Screen/Open Interval (ft bgs)				Screen Length (ft)	Apparent Yield[2]	Casing Stickup (ft)[3]	Sampler Deployment Depth (ft BTOC)
			Top		Bottom					
			ft bgs	ft NAVD88[1]	ft bgs	ft NAVD88				
MW21-18C	1" PVC	Intermediate Bedrock	118	189.0	138	169.0	20	Good	1.5	126.2
MW21-18D	1.5" PVC	Deep Bedrock	174.5	132.5	194.5	112.5	20	Good	1.5	132.8
MW21-19C	1" PVC	Intermediate Bedrock	112	185.4	132	165.4	20	Good	1.9	182.7
MW21-19D	1.5" PVC	Deep Bedrock	175	122.4	195	102.4	20	Poor	1.9	189.3
MW21-20D	1.5" PVC	Deep Bedrock	188.8	123.5	208.8	103.5	20	Good	1.2	120.6
										127.2
										183.6
										190.2
										196.7
										203.3

Notes:

[1]Elevation referenced to the NAVD88.

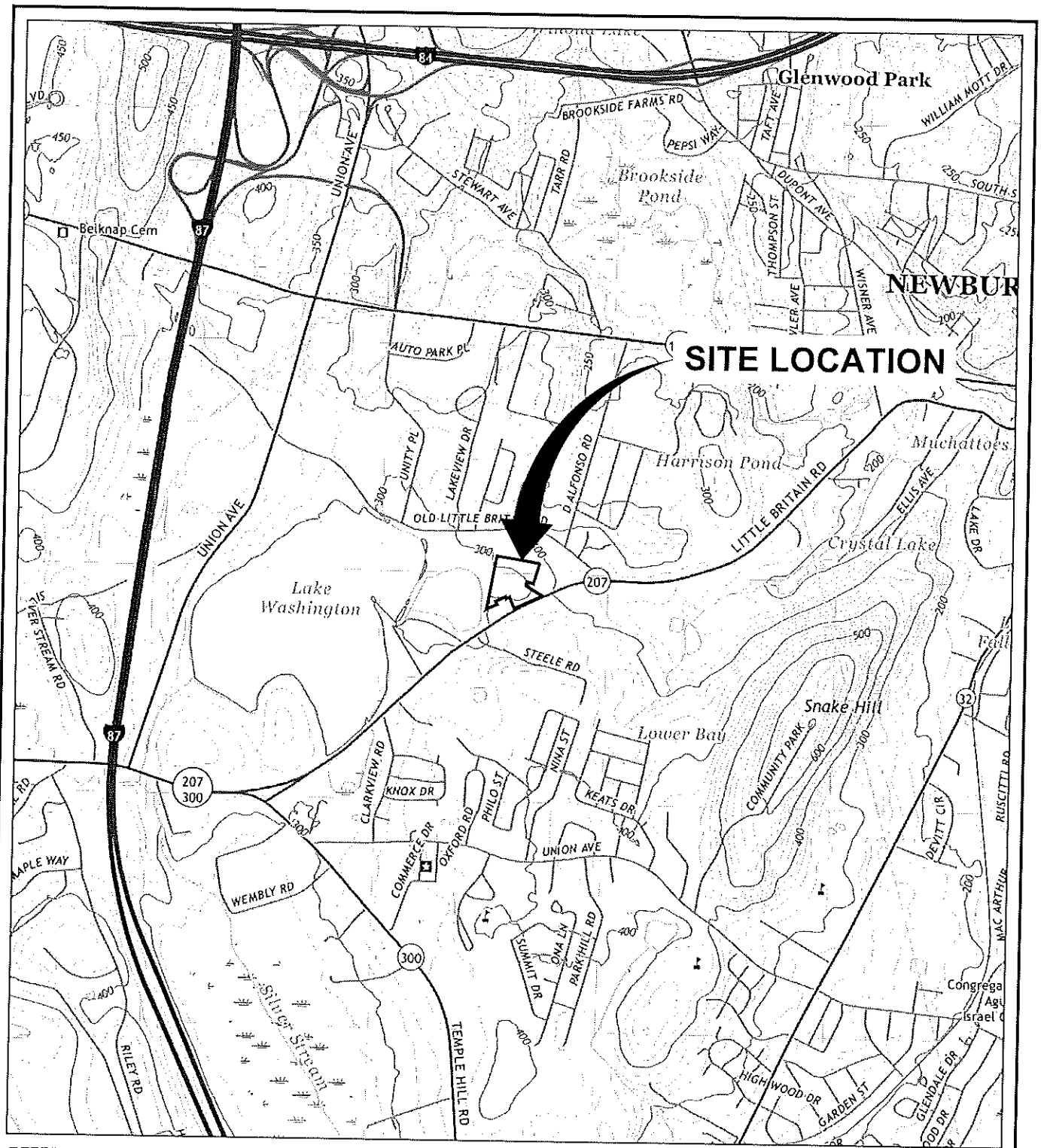
[2]Qualitative estimate based on drawdown observed during purging/sampling.

[3]Negative value indicates that the top of the well casing is below grade.

Acronyms and Abbreviations

" = inch
ft = feet
bgs = below ground surface
BTOC = below top of casing
NAVD88 = North American Vertical Datum of 1988
PVC = polyvinyl chloride

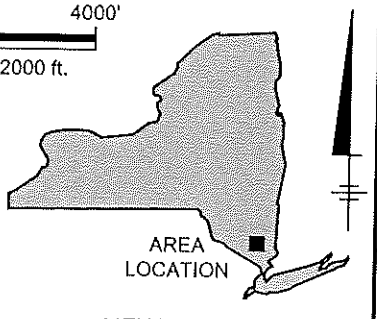
Figures



REFERENCE: BASE MAP USGS 7.5. MIN. TOPO. QUAD., CORNWALL-ON-HUDSON, NY, 2019 AND NEWBURGH, 2019, NY.

0 2000' 4000'

Approximate Scale: 1 in. = 2000 ft.



CENTRAL HUDSON GAS & ELECTRIC CORPORATION
LITTLE BRITAIN ROAD SERVICE CENTER
NEW WINDSOR, NEW YORK
TRACER STUDY WORK PLAN

SITE LOCATION MAP

ARCADIS

FIGURE
1

IMAGES:
NY_Cornwall-on-Hudson_20190918_TM_geo.tif
NY_Newburgh_20190923_TM_geo.tif

C:\Users\LPOSENAUER\DC\ACCDocs\Arcadis ACC US\AUS-99999999-CHGE_LITTLE BRITAIN ROAD_NEW WINDSOR_NY\Project Files\10_WIP\10T_ARC_ENV\2025\01-DWG\TSWP-F01-USGS SLM.dwg LAYOUT: 1 SAVED: 9/23/2025 2:52 PM ACADVER: 25.1S (LMS TECH) PAGESETUP: C-PA-PDF
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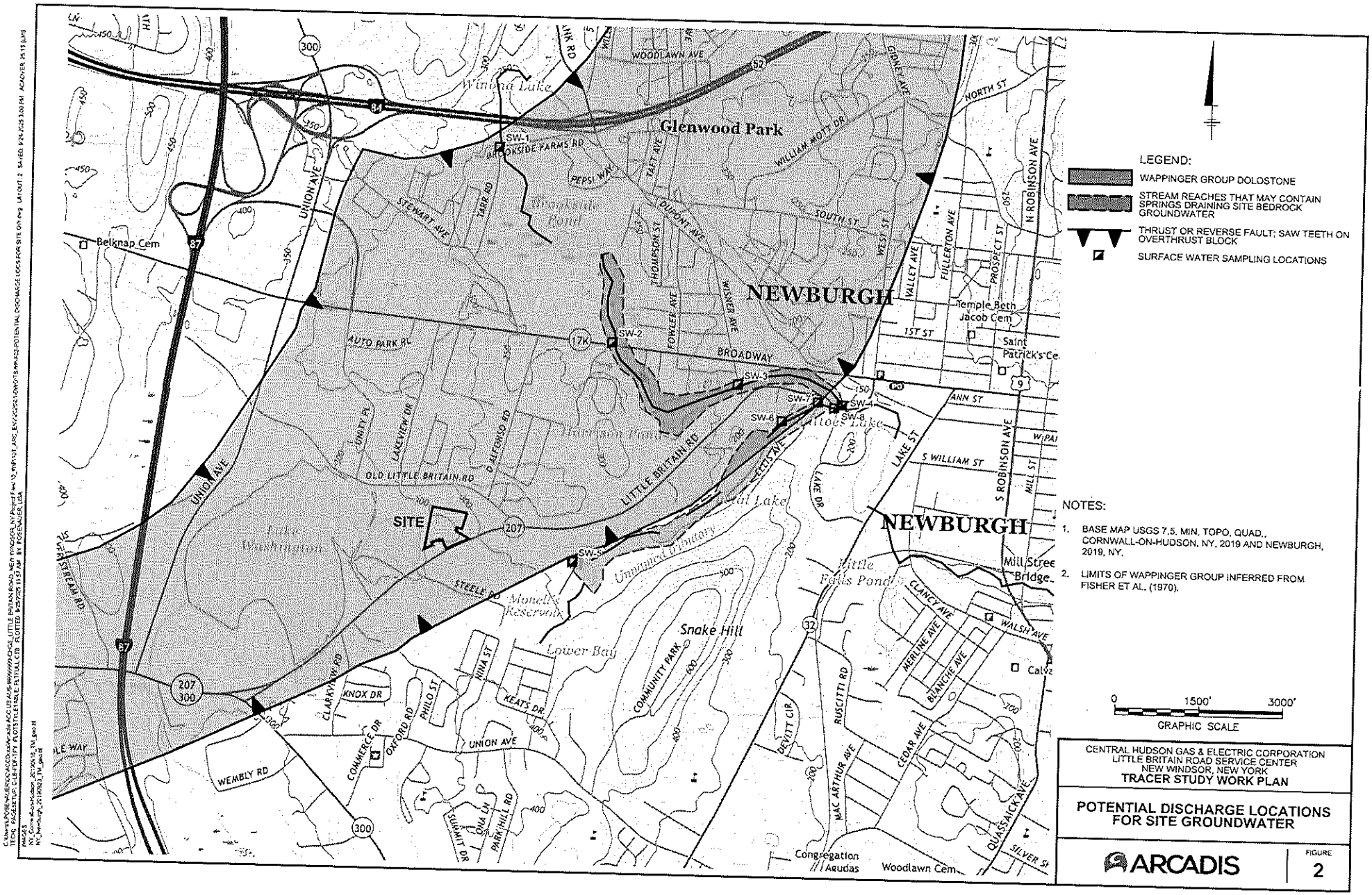


CENTRAL HUDSON GAS & ELECTRIC CORPORATION
LITTLE BRITAIN ROAD SERVICE CENTER
NEW WINDSOR, NEW YORK
TRACER STUDY WORK PLAN

POTENTIAL DISCHARGE LOCATIONS FOR SITE GROUNDWATER

ARCADIS

FIGURE 2

LEGEND:

- OVERBURDEN MONITORING WELL
- UPPER BEDROCK MONITORING WELL
- INTERMEDIATE BEDROCK MONITORING WELL
- DEEP BEDROCK MONITORING WELL
- SITE PROPERTY LINE
- ADJACENT PROPERTY LINE
- PROPERTY EASEMENT
- FENCE
- STONE WALL
- WATER COURSE

NOTES:

1. BASE MAP PREPARED FROM SURVEY PERFORMED BY CHAZEN ENGINEERING, LAND SURVEYING & LANDSCAPE ARCHITECTURE, CO., D.P.C., DATED 09/14/2017 TITLED: MAP OF ENVIRONMENTAL EASEMENT SURVEY PREPARED FOR CENTRAL HUDSON GAS AND ELECTRIC CORP., AT A SCALE OF 1"=50'.
2. ALL INVESTIGATION LOCATIONS ARE APPROXIMATE.
3. GOOGLE AERIAL IMAGE DATED 9/18/2019 DOWNLOADED ON 10/28/2021.

0 80' 160'
GRAPHIC SCALE

CENTRAL HUDSON GAS & ELECTRIC CORPORATION
LITTLE BRITAIN ROAD SERVICE CENTER
NEW WINDSOR, NEW YORK
TRACER STUDY WORK PLAN

SITE DYE MONITORING NETWORK

ARCADIS

FIGURE 3

RESOLUTION NO.: 8 - 2026

OF

JANUARY 12, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH DMU MUSIC, INC. TO ALLOW ACCESS TO CITY-OWNED PROPERTY KNOWN AS 80 BROADWAY (SECTION 31, BLOCK 1, LOT 13) FOR ACCESS RELATED TO A PUBLIC ART INSTALLATION AT PROPERTY LOCATED AT 86 BROADWAY (SECTION 31, BLOCK 1, LOT 14.2)

WHEREAS, DMU Music, Inc. has requested access to City-owned property known as 80 Broadway, being more accurately described as Section 31, Block 1, Lot 13 on the official tax map of the City of Newburgh, for the purpose of a public art installation at the property known as 86 Broadway (Section 31, Block 1, Lot 14.2); and

WHEREAS, such access to the City-owned property requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of hereof; and

WHEREAS, this Council has reviewed such license agreement and has determined that entering into the same would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with DMU Music, Inc. to allow access to City-owned property located at 80 Broadway for the purpose of a public art installation at the property known as 86 Broadway.

LICENSE AND ACCESS AGREEMENT

This License and Access Agreement ("Agreement") is entered into this ____ day of _____, 2026 (the "Execution Date"), by and between the City of Newburgh, New York (the "City" or the "Licensor"), a New York State municipal corporation, having an address of 83 Broadway, Newburgh, New York 12550 and DMU Music, Inc. (Licensee), a domestic corporation duly organized and existing under the laws of the State of New York, having a principal place of business at 86 Broadway, Newburgh, New York 12550, and where Licensor and Licensee are collectively referred to herein as the "Parties".

WHEREAS, the Licensee is the owner of property known as 86 Broadway, Newburgh, New York (Section 31, Block 1, Lot 14.2) (hereafter "Property"); and

WHEREAS, the Licensee, including its contractors or agents, proposes to install a public artwork (the "Project") under permit(s) duly authorized and issued by the City of Newburgh at the Property; and

WHEREAS, for the purpose of conducting such public art installation, Licensee requests access to City-owned property known as 80 Broadway, Newburgh, New York (Section 31, Block 1, Lot 13) (hereafter "City Property") subject to the conditions provided below, to allow the Licensee to perform its public art installation at the Property.

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

1. Right of Access. For the length of this Agreement, Licensor grants to Licensee, in accordance with the terms set forth below, a license to enter upon, access, and otherwise use, the City Property for the purpose of accessing the east façade of the Property for the Licensee's public art installation (the "Right of Access"). Licensee's Right of Access applies to Licensee's employees, contractors, sub-contractors and consultants as may be necessary to complete the Project. The Right of Access does not constitute a grant of any ownership, leasehold, easement, or other property interest whatsoever in any portion of the City Property.

2. Term. This Agreement shall commence on execution and expire and terminate on the earlier of (a) the completion of the Project by the Licensee or (b) no later than sixty (60) days from the Execution Date, unless modified by the Parties as set forth in Section 10 of this Agreement.

3. Activities to be Performed on the City Property. In order to complete the Project, Licensee's activities will include, but will not be limited to, safe placement of a lift, staging materials and controlled movement of the installation team related to Licensee's Project (the "Activities").

4. Conditions of Access.

   4.1. Minimum Disturbance. Reasonable wear and tear expected, Licensee shall carry out all Activities with all reasonable measures to avoid damage to the City Property. Licensee

shall carry out all Activities with all reasonable measures to avoid accident, damage or harm to persons or property.

4.2. Hours of Access. Licensee will notify the City Manager's office by phone or electronic mail at least 48 hours in advance of anticipated access to the City Property and such notice will include the date, expected time and approximate duration of the requested access and the person(s) or entity/entities who will be accessing the City Property. All access to the City Property by Licensee and its designated representatives will occur between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, unless otherwise authorized in advance by Licensor in writing.

4.3. Licensor Access. Licensor reserves the right to be present and to monitor Project-related activities, through employees or other agents, and otherwise access the City Property during the length of this Agreement. Licensor shall have the ability to issue a stop work order if any ongoing or proposed work presents a threat to the City Property.

4.4. Restoration Bond. Licensee shall furnish Licensor with a performance bond, in an amount of $10,000.00, which shall guarantee complete compliance by Licensee with the terms and conditions of this Agreement and the faithful performance of all required obligations. Bonds may be in the form of surety bond, cash, cashier's check, or letter of credit. Surety bonds must be written by a surety company authorized to do business in the State of New York. Bonds will be retained for 120 days after Licensee's notice of the completion of Activities. Letter(s) of credit are acceptable provided that it is payable "on demand" by the City.

4.5. Restoration. Upon completion of the Project, Licensee will restore the City Property as near as practicable to its condition immediately prior to the commencement of the Project.

4.6. Special Considerations Specific to License.

4.6.1. Licensee shall not excavate on City Property.
4.6.2. Licensee shall only utilize the existing entrance on Grand to access and exit City Property.

5. Insurance and Bond.

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

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

5.3. General Liability and Property Damage Insurance – Licensee shall require all contractors and subcontractors to take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage, which may arise from operations under this agreement in an amount not less than $1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, and property damage in an amount not less than $2,000,000.00 on account of any one occurrence. Licensee shall furnish the above insurance to the Licensor and shall also name the Licensor as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this Agreement.

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

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

7. Representations.

7.1. Licensor.

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

7.1.2. Licensor represents that it has the power and authority to grant the License and Right of Access described in this Agreement.

7.2. Licensee.

7.2.1. Licensee represents that it has the power and authority to enter into this Agreement.

8. Assignment. This Agreement may not be assigned or sub-let to any other person or entity.

9. Indemnity. Licensee agrees to indemnify and hold harmless the Licensor from any and all claims, damages, suits, actions, proceedings, losses and expenses (collectively, referred to as "claims") which may be incurred or awarded against the Licensor or its designated representative arising from the access granted to Licensee and its designated representatives. Said indemnification includes all costs of defense of any action brought against the Licensor or its designated representative. Licensee may agree to retain counsel of its choosing to handle the defense of such action. Before any settlement may be agreed upon by Licensee, it will

submit the proposed settlement to the Licensor for its concurrence. Licensor agrees to provide all litigation papers to the Licensee. Excepted from this indemnification are claims arising from any intentional tortious or grossly negligent act of the Licensor or its designated representative or any claim unrelated to the access granted to Licensee and its designated representatives. The indemnification obligations contained in this paragraph shall survive this Agreement.

10. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of both Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by the Parties.

11. Termination. Licensor may terminate this Agreement for cause at any time with 1 days' written notice to Licensee. If Licensor exercises its right to terminate, Licensor agrees that it will hold harmless Licensee for removal of, in a reasonable manner and time, persons or property that were present for purposes of the Project in accordance with this Agreement.

12. General Provisions.

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

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

12.3. Entire Agreement. This Agreement represents the full, complete and entire agreement between the Parties with respect to the subject matter hereof. There are no other understandings, oral or written, related to the subject matter of this Agreement.

12.4. This Agreement may be executed with original signatures in counterparts, or by facsimile or PDF-scanned signatures in counterparts, which will be deemed legally binding as fully as an original signature.

12.5. Governing Law. This Agreement and the rights and obligations hereunder shall be construed in accordance with, and be governed by, the laws of the State of New York.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
[Signature Page to Follow.]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Execution Date.

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

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

DMU MUSIC, INC.
LICENSEE

By: _____
Name:
Title:

Approved as to form:

_____
MICHELLE KELSON, Corporation Counsel

_____
DAVID TRUONG, Assistant City Comptroller

DRAFT

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 her 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

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 _____, 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.: 9 - 2026

OF

JANUARY 12, 2026

A RESOLUTION RE-APOINTING GABRIELLE BURTON-HILL AND APPOINTING MINH VU TO THE CITY OF NEWBURGH TRANSPORTATION ADVISORY COMMITTEE

WHEREAS, Chapter 71 of the City Code of Ordinances provides for a Transportation Advisory Committee, consisting of 3 ex-officio members and up to 6 residents, who are appointed for terms of two years; and

WHEREAS, the term of Gabrielle Burton-Hill expired on January 9, 2025, and Ms. Hill wishes to continue to serve a new two (2) year term; and

WHEREAS, there is one vacancy due to resignation and Minh Vu has expressed an interest in serving the remaining portion of the term which expires on April 26, 2026; and

WHEREAS, the City Council has reviewed the applications and determined that re-appointing Gabrielle Burton-Hill to a new term and appointing Minh Vu to fill the vacancy due to resignation 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 Gabrielle Burton-Hill is hereby appointed to the Transportation Advisory Committee for a two (2) year term commencing from January 10, 2025 and expiring on January 9, 2027; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that Minh Vu is hereby appointed to the Transportation Advisory Committee effective immediately to complete the unexpired portion of a term that expires on April 21, 2026.

RESOLUTION NO.: 10 - 2026

OF

JANUARY 12, 2026

A RESOLUTION AUTHORIZING THE SETTLEMENT OF LITIGATION REGARDING THE FORECLOSURE OF TAX LIENS IN REM FOR THE YEAR 2022 RELATED TO PROPERTY KNOWN AS 1 GRAND STREET (SECTION 37, BLOCK 8, LOT 11)

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

WHEREAS, attorney for the property owner, Francine De Weever, filed an Answer to the tax foreclosure proceeding on December 11, 2025 with respect to property known as 1 Grand Street (Section 37, Block 8, Lot 11); and

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

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

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

Address	Redemption Amount
1 Grand Street (Section 37, Block 8, Lot 11)	$61,617.17

#8-26

received
12-18-25

DMU Music, Inc.

86 Broadway · Newburgh NY · 12550
Tel: (845)-561-6797 · Fax: (845)-561-9133
Email: info@dmumusic.com www.dmumusic.com

December 18, 2025

Mr. Todd Venning
City Manager, City of Newburgh
83 Broadway
Newburgh, NY 12550

Dear City Manager Venning,

I am writing to request an access agreement to use the City-owned parking lot adjacent to our building at **86 Broadway** for a one-day public art installation.

On **Thursday, January 22**, the team from FABHAUS will be installing a mural painted on panels on the side of the building. To complete this work safely, we are requesting permission to access the parking lot next to the building during the installation window of **8:00 AM–2:00 PM** on that date only.

Access to the lot is necessary to allow for safe placement of a lift, staging of materials, and controlled movement of the installation team. We will take appropriate precautions to maintain pedestrian and public safety, keep the work area tidy, and minimize disruption. At the conclusion of the workday, we will remove all equipment and debris and restore the area to its prior condition.

Thank you for your consideration and support of public art in Newburgh. I can be reached at 845-561-6797 or info@dmumusic.com to discuss details or provide any additional documentation.

Sincerely,

Rene Campos
DMU Music, Inc
86 Broadway, Newburgh, NY 12550

CITY OF NEWBURGH
ARCHITECTURAL REVIEW COMMISSION

Michele Basch, Chairperson — **J.K. Gentile, Secretary**
123 Grand Street, Newburgh, New York 12550 — **Phone: (845) 569-7383**

November 17, 2025

Ilyana Campos
1 Friar Lane
Newburgh, NY 12550
ilyana.campos@gmail.com

Re: AR 2025-081 86 Broadway

Dear Ms. Campos,

On November 10, 2025, the Architectural Review Commission ("ARC") voted 6-0 to accept your application as submitted.

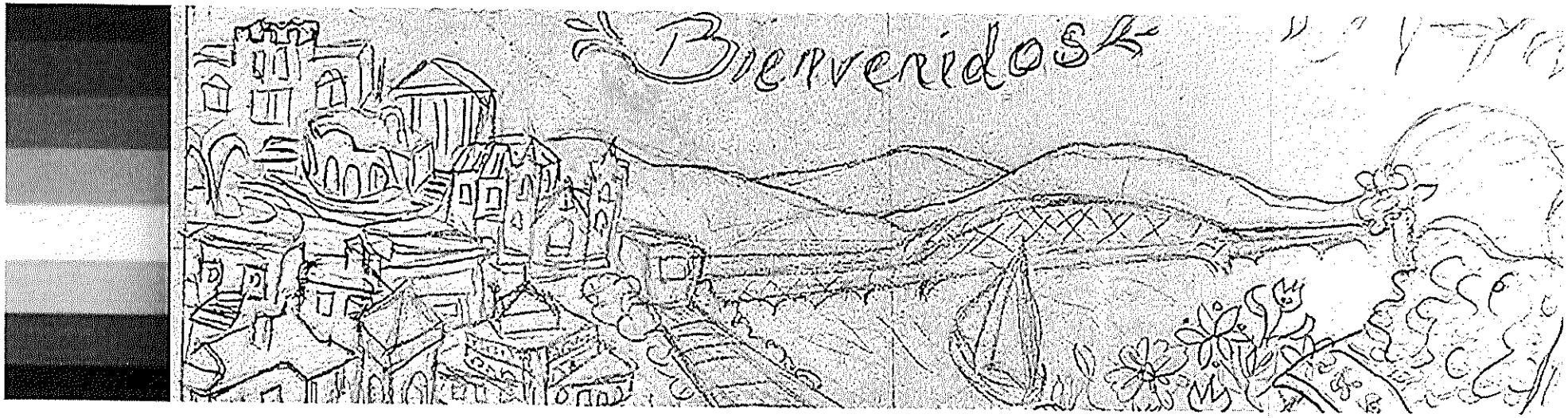
In addition to the City's applicable Historic District standards, please refer to the National Park Service's Technical Preservation Briefs for information on preserving, rehabilitating, and restoring your historic building (https://www.nps.gov/tps/how-to-preserve/briefs.htm).

Be advised that the work you intend to perform requires a building permit, issued by the City of Newburgh, under separate application. Please contact the Department of Code Compliance prior to commencing any work at 845-569-7400.

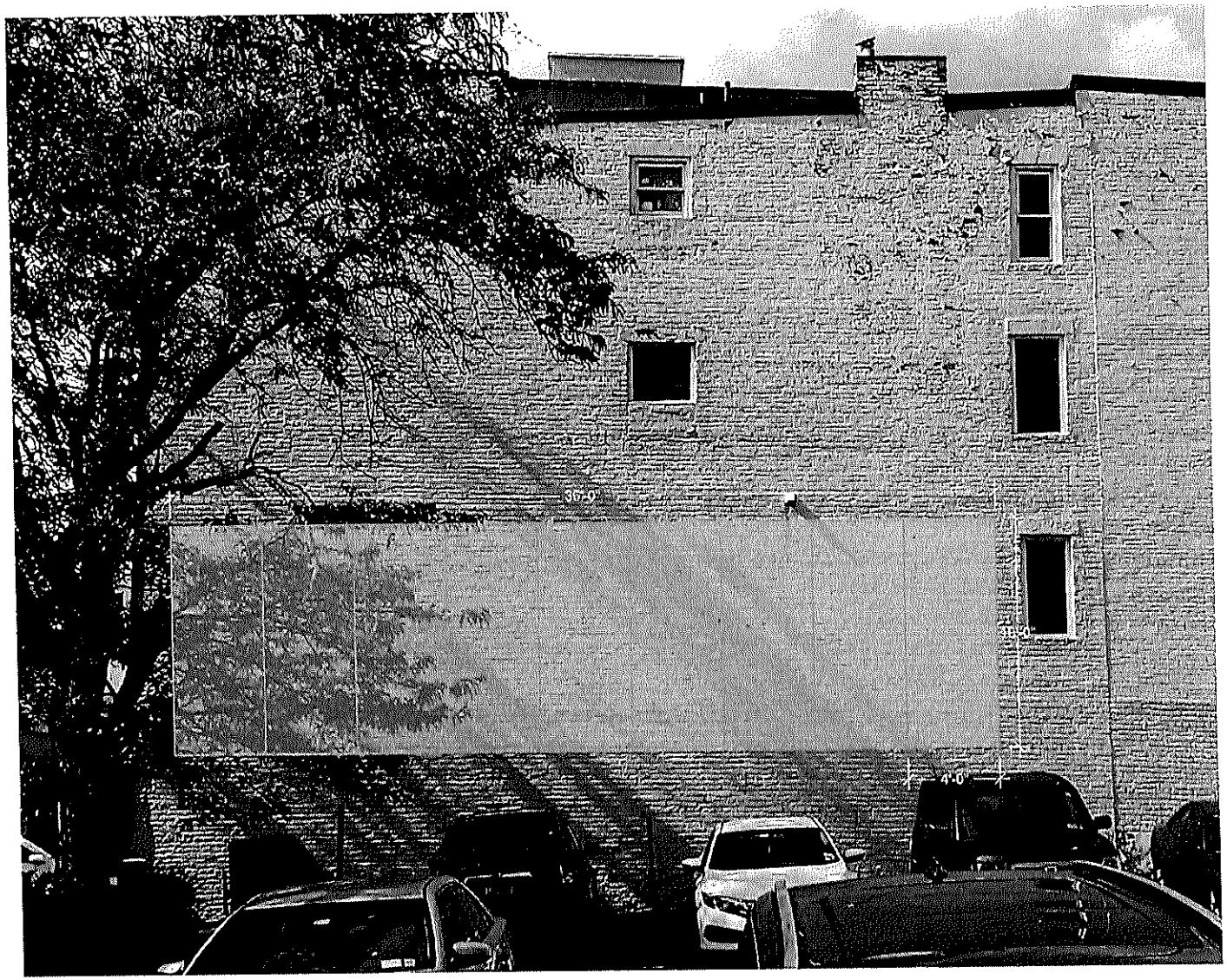
Sincerely,
Michele Basch/JKG
Michele Basch
Chairperson

MB/jkg

cc: Katrina Cotten, City Clerk
Kathy Parisi, Asst. Assessor
Quanetta Inman, Code Compliance Supervisor



AR2025-081
Recd 10/21/25
For ARC mtg 11/2025



FABHAUS
20 LIBERTY ST.
NEWBURGH, NY 12550
PH: 1.845.440.7090
WWW.FABHAUSBEACON.COM

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REVISIONS

#	DESCRIPTION	DATE

PROJECT: Grand St. Broadway Mural

SHEET TITLE: Mural Option 1: Panoramic

JOB NO:

DRAWN BY:	CHECK BY:	SCALE:	SIZE:
EJC		NTS	B

DATE: 10/07/2025

REV: #

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