



City of Newburgh
Council Work Session
Sesion de trabajo del Concejal
April 9, 2026
6:00 PM

Work Session Presentations / Presentaciones de la Session de Trabajo

1. Presentation by Penrose for Bourne and Kenney Apartments

Presentación de Penrose sobre los apartamentos Bourne y Kenney

Engineering / Ingeniería

2. QUEST Proposal Asbestos Testing at 55 Broadway

Resolution authorizing the City Manager to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) for a limited asbestos bulk sampling survey for the Police Department lobby at a cost of \$651.50

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con Quality Environmental Solutions & Technologies, Inc. (QUES&T) para un estudio limitado de muestreo de asbesto en bloque en el vestíbulo del Departamento de Policía, por un costo de \$651.50

3. QUEST Proposal Asbestos Testing at 88 Pierces Road

Resolution authorizing the City Manager to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) for a limited asbestos bulk sampling survey for the Department of Public Works garage at a cost of \$667.50

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con Quality Environmental Solutions & Technologies, Inc. (QUES&T) para un estudio limitado de muestreo de asbesto en bloque en el garaje del Departamento de Obras Públicas, por un costo de \$667.50

4. Hazard Mitigation Plan Adoption

Resolution of the City Council of the City of Newburgh adopting The 2025 Orange County Multi-Jurisdictional Multi-Hazard Mitigation Plan City of Newburgh Jurisdictional Annex

Resolución del Consejo Municipal de la Ciudad de Newburgh que adopta el Plan de Mitigación Multi-Riesgo Multi-Jurisdiccional del

Condado de Orange 2025 – Anexo Jurisdiccional de la Ciudad de Newburgh

Information Technology Department / Departamento de Tecnología e Información

5. Ricoh Printer - City Clerk's Office

Resolution authorizing the City Manager to execute a sales order agreement and product schedule with RICOH USA, Inc. for a new copier in the City Clerk's office at a cost of \$437.79 per month for 48 months

Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo de orden de venta y un cronograma de productos con RICOH USA, Inc. para una nueva copiadora en la oficina del Secretario de la Ciudad, por un costo de \$437.79 mensuales durante 48 meses

6. Ricoh Printer - Juvenile Room

Resolution authorizing the City Manager to execute a master lease agreement and service order with RICOH USA, Inc. for a new printer for the the Police Department at a cost of \$137.46 per month for a period of 48 months

Resolución que autoriza al Gerente de la Ciudad a ejecutar un contrato de arrendamiento maestro y una orden de servicio con RICOH USA, Inc. para una nueva impresora para el Departamento de Policía, por un costo de \$137.46 mensuales durante un período de 48 meses

Water Department / Departamento de Agua

7. Contract with CJS Engineering

Resolution authorizing the City Manager to accept a proposal and enter into an agreement with CJS Engineering Services, PC for professional services in connection with chemical bulk storage compliance in the Water Department at a cost of \$2,600.00

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y celebrar un acuerdo con CJS Engineering Services, PC para servicios profesionales relacionados con el cumplimiento de almacenamiento a granel de productos químicos en el Departamento de Agua, por un costo de \$2,600.00

8. A Contract with Solitude Lake Management Water Quality Testing at Browns Pond

Resolution authorizing the City Manager to accept a proposal and execute an agreement with Solitude Lake Management for professional

services for water quality sampling and analysis of Browns Pond at a cost of \$12,824.00

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con Solitude Lake Management para servicios profesionales de muestreo y análisis de la calidad del agua del estanque Browns, por un costo de \$12,824.00

9. A Contract with Solitude Lake Management Algae Treatment Services as Needed

Resolution authorizing the City Manager to accept a proposal and execute an agreement with Solitude Lake Management for professional services for algae treatment at Browns Pond at a cost of \$3,691.00 per treatment

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con Solitude Lake Management para servicios profesionales de tratamiento de algas en el estanque Browns, por un costo de \$3,691.00 por tratamiento

Planning and Economic Development / Planificación y Desarrollo Económico

10. 56 Grove Street (n/k/a 60 Grove Street) - Release of Covenants and Right of Re-Entry

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to M & M Construction to the premises known as 56 Grove Street (n/k/a 60 Grove Street) (Section 26, Block 7, Lot 17)

Resolución que autoriza la ejecución de una Liberación de Restricciones y Derecho de Reingreso de una escritura emitida a M & M Construction sobre el inmueble conocido como 56 Grove Street (ahora 60 Grove Street) (Sección 26, Bloque 7, Lote 17)

11. 30 Benkard Avenue - Extension of Time to Close

Resolution authorizing the extension of time to close title to property located at 30 Benkard Avenue (Section 45, Block 4, Lot 15)

Resolución que autoriza la prórroga del plazo para el cierre de título de la propiedad ubicada en 30 Benkard Avenue (Sección 45, Bloque 4, Lote 15)

Grants/Contracts/Agreements / Becas /Contratos/Convenios

12. STOP DWI Contract for the period of March 11, 2026, through January 1, 2027.

Resolution authorizing the City Manager or Police Chief, as Manager's designee, to execute an Inter-Municipal Agreement with the County of Orange confirming City of Newburgh participation in the Stop-DWI Program for the enforcement period of March 11, 2026 to January 1, 2027 and to accept an award not to exceed \$1,000.00 for the first enforcement period of 2026 (March 11, 2026 – June 1, 2026)

Resolución que autoriza al Gerente de la Ciudad o al Jefe de Policía, como representante designado del Gerente, a ejecutar un Acuerdo Intermunicipal con el Condado de Orange, confirmando la participación de la Ciudad de Newburgh en el Programa Stop-DWI durante el período de aplicación del 11 de marzo de 2026 al 1 de enero de 2027, y a aceptar un premio que no exceda de \$1,000.00 para el primer período de aplicación de 2026 (11 de marzo de 2026 – 1 de junio de 2026)

13. Application for 2026 Summer Youth Employment

Resolution authorizing the City Manager to enter into an agreement with the County of Orange for the Summer South Employment and Training Program to provide young people to work for the City of Newburgh for the Summer of 2026

Resolución que autoriza al Gerente de la Ciudad a celebrar un acuerdo con el Condado de Orange para el Programa de Empleo y Capacitación Summer South, con el fin de proporcionar jóvenes que trabajen para la Ciudad de Newburgh durante el verano de 2026

14. License Agreement - The Cathedral at the House - Healthy Orange Farmers Market at 140 Broadway

Resolution authorizing the City Manager to enter into a License Agreement with The Cathedral at the House f/k/a House of Refuge to allow use of City owned property located at 140 Broadway for the Healthy Orange Farmers Market

Resolución que autoriza al Gerente de la Ciudad a celebrar un Acuerdo de Licencia con The Cathedral at the House (antes House of Refuge) para permitir el uso de la propiedad de la Ciudad ubicada en 140 Broadway para el Mercado de Agricultores Healthy Orange

Recreation / Recreación

15. Municipal Legislative Grant Program

Resolution authorizing the City Manager to apply for and accept if awarded an Orange County Municipal Legislative Program Grant in the amount of \$4,999.00 with no City match to support City of Newburgh

Recreation Department afterschool and arts programs

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar, en caso de ser otorgada, una subvención del Programa Legislativo Municipal del Condado de Orange por un monto de \$4,999.00, sin contraparte de la Ciudad, para apoyar los programas extracurriculares y artísticos del Departamento de Recreación de la Ciudad de Newburgh.

Boards and Commissions / Juntas y Comisiones

16. Appointments - Newburgh Industrial Development Agency

Nombramientos – Agencia de Desarrollo Industrial de Newburgh

Local Laws / Leyes Locales

17. Charter Review Commission

Proposed Local Law establishing a Charter Review Commission

Ley Local propuesta para establecer una Comisión de Revisión de la Carta Orgánica

Discussion Items / Temas de Discusión

18. 2026 Paving Plan

Plan de Pavimentación 2026

19. 2027 Budget Preparations

Preparación del Presupuesto 2027

20. City Manager Search

Búsqueda de Gerente de la Ciudad

21. Council Retreat & Strategic Plan

Retiro del Consejo y Plan Estratégico

Executive Session / Sesión Ejecutiva

22. Proposed, pending or current litigation

Litigio propuesto, pendiente o actual

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

El historial médico, financiero, crediticio o laboral de una persona o empresa en particular, o los asuntos que conduzcan al nombramiento, empleo, ascenso, descenso de categoría, disciplina, suspensión, despido o destitución de una persona o empresa en particular

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. Pursuant to Section 577 of the PHFL, the City hereby exempts from local and municipal taxes, other than assessments for local improvements, one hundred percent (100%) of the value of the Property, including both land and improvements. “Local and Municipal Taxes” shall mean any and all real estate taxes levied by Orange County (“County”), the City, and the Newburgh Enlarged City School District (“School District”) (collectively the “Taxing Jurisdictions”).
2. This tax exemption will operate for a period of **thirty-three (33) years**, measured from the City’s first taxable status date following the date that the HDFC and the Company acquire legal and beneficial ownership of the Project (“First Taxable Status Date”). This Agreement shall be the only tax exemption the HDFC or the Company may apply for or obtain with respect to the Property during the period of the Agreement, except for state and local sales tax exemption from the New York State Department of Taxation and Finance. This Agreement shall not limit or restrict the HDFC’s or Company’s right to apply for or obtain any other tax exemption to which it might be entitled upon the expiration of this Agreement. The parties understand that the exemption extended pursuant to Section 577 of the PHFL and this Agreement does not include exemptions from assessments for local improvements, special assessments, or special ad valorem levies. During the period of this Agreement, the Company shall pay any service charges, special ad valorem levies, special assessments and improvement district charges or similar tax equivalents which are or would be levied upon or with respect to the Project by the Taxing Jurisdictions or any other taxing authority.
3. So long as the exemption hereunder continues, the Company shall make an annual payment in lieu of taxes (“PILOT”) in the amounts set forth in section 4 below, measured from the First Taxable Status Date, which payments shall cover all Local and Municipal Taxes owed in connection with the Property and the Project, and which payment shall be shared by Taxing Jurisdictions on the same basis as property taxes would be shared if the Property and the Project were fully taxed. So long as the tax exemption remains in effect, tenant rental charges shall not exceed the maximum established or allowed by law, rule or regulation, and the Property shall be operated in conformance with the provisions of Article XI of PHFL.
4. The first PILOT for the Property shall be in the amount of \$92,250.00 for the first taxable year and shall increase annually at the rate of three percent (3%). The annual payment schedule is annexed hereto as **Exhibit A**.
 - a. The first PILOT shall be made on or before February 15 of the calendar year following the first taxable year as contemplated in Section 2. Subsequent payments shall be due and received by the City on or before **February 15** of the calendar year to which this Agreement applies. Payment shall be payable to the “City of Newburgh.” Payment shall be mailed via first class mail through the United States Postal Service or personally delivered to the City of Newburgh, attention Tax Collector, 83 Broadway, Newburgh, New York 12550, or such other address as the City may specify in writing.

- b. The HDFC and the Company agree that any PILOT will not be reduced for any reason, nor will the HDFC or the Company seek to commence any action(s) to reduce a PILOT, as these factors have been considered in arriving at the payment amounts reflected in this Agreement.
 - c. The HDFC and the Company shall continue to pay all water/sewer, and sanitation charges in accordance with the assessments and rates established by the City.
5. The tax exemption provided by this Agreement will continue for the term described above provided that (a) the Property continues to be used as housing facilities for persons of middle and low-income in accordance with the income and rent limitations attached hereto as **Exhibit B**, and (b) any of the following occur (i) the HDFC and the Company operate the Property in conformance with Article XI of the PHFL; or (ii) the HDFC assumes sole legal ownership of the Property and the Company assumes sole beneficial ownership of the Property and operates the Property in conformance with Article XI of the PHFL; or (iii) in the event an action is brought to foreclose a mortgage upon the HDFC, and the legal and beneficial interest in the Project shall be acquired at the foreclosure sale or from the mortgagee, or by a conveyance in lieu of such sale, by a housing development fund corporation organized pursuant to Article XI of the PHFL, or by the Federal government or an instrumentality thereof, or by a corporation which is, or by agreement has become subject to the supervision of the superintendent of banks or the superintendent of insurance, such successor in interest, such successor in interest shall operate the property in conformance with Article XI of the PHFL, (c) the HDFC and the Company make repairs and renovations to the Property in accordance with Paragraph 6, below; and (d) none of the Parties are in default under this Agreement.
6. The HDFC and the Company shall make certain improvements and repairs (collectively the “Work”) to the buildings on the Property. The itemized Work list, with an estimate of costs, is annexed hereto as **Exhibit C**.
 - a. The HDFC shall be responsible for submitting applications, including requisite fees, for all Work to the City’s Code Compliance Bureau.
 - b. All specific items of Work must be authorized by permit, issued by the City’s Department of Code Compliance, prior to commencement of said Work.
 - c. All of the Work contemplated in **Exhibit C** shall be completed on or before three (3) years from the date of this Agreement. Completion of Work shall mean the HDFC’s receipt of a “Certificate of Compliance” (or multiple Certificates of Compliance that represent a complete aggregation of the Work) contemplated in Exhibit C. Failure to complete all of said Work shall be grounds for default and termination of this Agreement.
 - d. [After the Work is completed in accordance with Section 6\(c\), the HDFC and the Company shall be required to obtain a Rental License from the City in accordance with Chapter 240 of the City of Newburgh Code of Ordinances \(and as may be amended\) \(the “Code”\). The HDFC and the Company shall make application to the City’s Code Compliance Bureau for a Rental License and any subsequent Rental License renewals no later than 60 days prior](#)

to the expiration date of the Rental License then in effect. Inability to provide access to a dwelling unit shall not be a defense to the HDFC's and/or the Company's ability to obtain a Rental License.

- i. The expiration or lapse of a Rental License for more than 60 days after the expiration date of the Rental License then in effect shall be grounds for default and termination of this Agreement, unless:
 - A. The expiration or lapse results from a *force majeure*, a casualty caused by anyone other than an employee or agent of Company or the HDFC, the actions of an occupant of the Property, or the actions of a guest or invitee of an occupant of the Property, including but not limited to actions outlined in Code Sections 240-14(E)(3), (4), (5), (6), (7), or (8); and
 - B. The Company and HDFC are diligently taking steps to abate and resolve such actions, including, without limitation, seeking to evict such offending occupant, or taking steps to remedy the casualty.
 - ii. This Section 6(d) shall not affect the HDFC's and/or the Company's obligation to obtain a Rental License prior to the completion of the Work in accordance with Section 6(c) and generally in accordance with Chapter 240 of the City of Newburgh Code of Ordinances. However, failure to obtain a Rental License during the Work period shall be enforced by usual and customary methods of City Code enforcement and shall not be grounds for default and termination of this Agreement.
7. Failure to make a scheduled PILOT payment will be treated as failure to make payment of taxes and will be governed by the same provisions of law as apply to the failure to make payment of taxes, including but not limited to imposition of penalty and interest charges as allowed under state and local law, and enforcement and collection of taxes to the extent permitted by law. Any payment not received by its due date shall accrue interest and penalties at the rates provided for late payment of taxes to the Taxing Jurisdictions.
 8. Failure to make payments required pursuant to Section 4 of this agreement or failure to complete the Work in accordance with Section 6 of this Agreement, which failure continues for more than thirty (30) days following written notice from the City shall constitute an Event of Default hereunder.
 - a. Whenever an Event of Default under this Agreement for failure to make required payments shall have occurred and be continuing, the City shall have the following remedies: The City may terminate this Agreement and exercise all of the rights and remedies available for failure to pay property taxes accruing following the date of termination as and when due had this Agreement not been in effect. The City may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of HDFC and the Company under this Agreement, and the Company shall further pay the reasonable fees and disbursements of such attorneys as the City shall engage for the enforcement of performance or observance of any obligation, covenant or agreement on

the part of HDFC and the Company and all other reasonable expenses, costs and disbursements so incurred.

- b. Whenever an Event of Default under this Agreement for failure to complete the Work shall have occurred and be continuing, the City shall have the following remedies: The City may terminate this Agreement and exercise all of the rights and remedies available to in in an action at law or in equity as may appear necessary or desirable to enforce the performance and observance of the obligations, agreements and covenants of HDFC and the Company under this Agreement, and the Company shall further pay the reasonable fees and disbursements of such attorneys as the City shall engage for the enforcement of performance or observance of any obligation, covenant or agreement on the part of HDFC and the Company and all other reasonable expenses, costs and disbursements so incurred.
 - c. No remedy herein conferred reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.
 - d. No delay or omission in exercising any remedy shall impair any such remedy or construed to be a waiver thereof. It shall not be necessary to give any notice other than as expressly required under this Agreement. In the event any provision contained in this Agreement should be breached and thereafter duly waived by the party or parties so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder.
9. All notices and other communications by and between the Parties shall be in writing and shall be sufficiently given when delivered to the applicable address stated above (or such other address as the party to whom notice is given shall have specified to the party giving notice) by registered or certified mail, return receipt requested or by such other means as shall provide the sender with documentary evidence of such delivery. This provision shall not apply in the event that the HDFC, its successors or assigns, become subject to the City's procedures with respect to the collection of delinquent taxes.
- a. With respect to any notice(s) of default in accordance with Section 8 that may be issued by the City to the HDFC and/or the Company under the terms of this Agreement, the City shall also provide Project lenders with such notice(s) of default at the following addresses (or such other address(es) as any Project lender shall provide in writing to the City Clerk and City's Office of the Corporation Counsel):

Lender:

[LENDER NAME]

[ADDRESS]

[ADDRESS]

10. This Agreement shall inure to the benefit of and shall be binding upon the City the Company and the HDFC and their respective successors and assigns, including the successors in interest of the Company and the HDFC. There shall be no assignment of this Agreement except with consent of the other party, which consent shall not be unreasonably withheld. In the event that

the Company and the HDFC seeks to assign this agreement, the Company and the HDFC must demonstrate to the City, at a minimum, that the record owner of the Property is a housing development fund company subject to Article XI of the PHFL, the assignee is willing to assume the obligations of this Agreement in writing, and the assignee shall have provided such financial and other information as shall be reasonably requested by the City in order to assure the proper completion and operation of the housing project and the compliance with the terms of this Agreement and all applicable laws, regulations and covenants.

11. If any provision of this Agreement or its application is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances shall be enforced to the greatest extent permitted by law.
12. This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.
13. This Agreement constitutes the entire agreement of the parties relating to payments in lieu of taxes and anticipated Work with respect to the Property, and supersedes all prior contracts, or agreements, whether oral or written, with respect thereto.
14. Each of the parties individually represents and warrants that the execution, delivery and performance of this Agreement, (i) has been duly authorized by proper action of its governing body and does not require any other consent or approval for the execution thereof by such municipality, (ii) does not violate any law, rule, regulation, order, writ, judgment or decree by which it is bound, and (iii) will not result in or constitute a default under any agreement or instrument to which it is a party. Each such party represents that this Agreement shall constitute the legal, valid and binding agreement of such party enforceable in accordance with its terms.
15. The Company and HDFC jointly and severally make the following representations, warranties and covenants:
 - a. The HDFC is a “housing development fund company” under Article XI of the PHFL, and the Company is a limited liability company, each of which is organized, validly existing and in good standing under the laws of the State and is authorized under the laws of the State to do business in the State, has the power to enter into this Agreement and to perform the transactions contemplated hereby and its obligations hereunder and by proper action has duly authorized the execution and delivery of this Agreement and the performance of its obligations hereunder, and the execution, delivery and performance of this Agreement does not require any other consent or approval. This Agreement shall constitute the legal, valid and binding agreement of HDFC and the Company enforceable in accordance with its terms.
 - b. To the Company and the HDFC’s knowledge, neither the Company nor HDFC is in default under, or in violation of, any indenture, mortgage, declaration, lien, lease, contract, note, order, judgment, decree or other instrument of any kind to which any of its assets are subject, and the execution, delivery and compliance by the Company or HDFC with the

terms and conditions of this Agreement do not and will not conflict with or constitute or result in a default by the Company or HDFC in any material respect under or violation of, (1) the entity's organizational documents, (2) any agreement or other instrument to which such entity is a party or by which, to such entity's knowledge, it is bound, or (3) any constitutional or statutory provision or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Company or HDFC or its property, and no event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

- c. The Company has provided to the City true and complete financial information with respect to the Property, including without limitation project costs, financing sources, rents and income limitations.
 - d. The Company covenants and agrees to operate the Property in accordance with all applicable rules and regulations of Article XI of the PFHL.
 - e. The Company covenants and agrees to provide to the City any information or documents reasonably requested in writing by the City in order to provide any federal, state or local entity with information or reports required under any applicable law, rule or regulation.
16. The City shall file a copy of the fully-executed Agreement with the City Assessor. The Company shall be responsible for taking such actions as may be necessary to ensure that the Property shall be assessed as exempt upon the assessment rolls of the respective Taxing Jurisdictions, including without limitation ensuring that any required exemption form shall be filed with the appropriate officer or officers of each respective Taxing Jurisdiction. Such exemption shall be effective as of the first taxable status date of the applicable Taxing Jurisdiction following the date of this Agreement, provided that the Company shall timely file any requisite exemption forms.
17. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The Parties each consent to the jurisdiction of the New York courts in and for the County of Orange regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising hereunder shall be brought solely in such courts.
18. Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them.
19. Amendments. This Agreement may not be amended, changed, modified, altered or terminated except by an instrument in writing executed by the Parties hereto.
20. Termination of Prior PILOT agreements. The Parties acknowledge that certain agreements with respect to payments in lieu of taxes for the Property are currently in effect by and between Bourne and Kenney Redevelopment Company (as successor in interest to Kenney Redevelopment Company, LLC and Bourne Redevelopment Company, LLC) and the City of Newburgh ("Current PILOT Agreements") It is the intent of the Parties to revoke any and all

PILOT agreements that affect the Property and replace it with this Agreement. Thus, simultaneous with the execution of this Agreement, Developer shall either: (a) secure the written consent of the Bourne and Kenney Redevelopment Company to terminate the Current PILOT Agreements; or (b) become successor in interest to the Current PILOT Agreements and consent to their termination. Developer shall then present said written termination document(s) to the City for countersignature.

21. No Third Party Beneficiaries. The Parties state that there are no third-party beneficiaries to this Agreement.
22. All Terms Material. Each and every term and condition of this Agreement is of the essence and constitutes a material part of the bargained-for consideration, without which this Agreement would not have been executed.
23. This Agreement shall be deemed withdrawn unless fully-executed by the Parties on or before [PLACEHOLDER DATE - December 31, 2026].

Remainder of page intentionally left blank.

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

DATED: _____, 2026

CITY OF NEWBURGH

By: _____

Name: Jason Morris

Title: Interim City Manager

DATED: _____, 2026

BOURNE AND KENNEY HOUSING
DEVELOPMENT FUND COMPANY, INC.

By: _____

Name:

Title:

DATED: _____, 2026

BOURNE AND KENNEY LLC

By: _____

Name:

Title:

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

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

NOTARY PUBLIC

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

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

NOTARY PUBLIC

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

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

NOTARY PUBLIC

Exhibit A (Payment Schedule)

(Numeric Refers to the Annual PILOT Year)

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

Exhibit B
(Project)

Project Name: Bourne & Kenney Apartments

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

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

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

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

2 units may be superintendent's units.

Exhibit C
(Work Schedule – Separate Attachment)

DRAFT

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

RESOLUTION NO.: _____ - 2026

OF

APRIL 13, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. (QUES&T)
FOR A LIMITED ASBESTOS BULK SAMPLING SURVEY
FOR THE POLICE DEPARTMENT LOBBY AT A COST OF \$651.50**

WHEREAS, the City of Newburgh wishes to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) for a limited asbestos bulk sampling survey at the lobby of the Police Department located at 55 Broadway; and

WHEREAS, the proposal provides for services that include the inspection, testing and sampling analysis, and the preparation of a report; and

WHEREAS, the cost for these services will be \$651.50 which shall be derived from A.1440.0455 - Consultant Services; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such work 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 accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for a limited asbestos survey bulk sampling at the lobby at the Police Department located at 55 Broadway in the amount of exceed \$651.50.

QuES&T

Quality Environmental Solutions & Technologies, Inc.

March 27, 2026

City of Newburgh
83 Broadway
Newburgh, NY 12550

ATTN: Jason Morris – Commissioner of Public Works & City Engineer

Via E-Mail: jmorris@cityofnewburgh-ny.gov

Re: Limited Asbestos Bulk Sampling @ Police Department Lobby (Ceiling Tiles)

Dear Mr. Morris,

Thank you for the opportunity to discuss the needs of the City of Newburgh in the environmental consulting and remediation services area. Quality Environmental Solutions & Technologies, Inc. is pleased to submit the attached proposal to perform a Limited Asbestos Bulk Sampling Survey of suspect ceiling tiles within the lobby of the Police Department at the City of Newburgh Public Safety Building, located at 55 Broadway, Newburgh, NY 12550.

QuES&T is a NYS Certified Minority Business Enterprise committed to remaining a leader in the environmental training and technical consulting industry. QuES&T's extensive Nuclear Power Industry experience makes us uniquely qualified to provide technical support in state-of-the-art techniques for engineering and contamination control. Additionally, this experience enables us to integrate the essential concepts of "critical path" schedules and minimizing personnel exposures while maintaining a high level of attention to the specific details of each project. QuES&T personnel satisfy numerous ANSI and NUREG experience requirements of the Nuclear Regulatory Commission. Our staff has served in various capacities in the Health Physics and Nuclear Engineering disciplines in operational power reactors, nuclear powered vessels, radio-pharmaceuticals and government prototypes.

We are confident you recognize that selection of a qualified technical consultant for professional services, such as pre-construction inspection, project design, project management and air monitoring, represents a step as critical as selecting a reputable environmental remediation contractor. QuES&T feels strongly that the success of any remediation project is defined primarily in the planning and design phase. A technically sound project design combined with proper oversight provides the most cost-effective solution and ensures the gains recognized are not at the expense of future liability to the City of Newburgh.

In this regard, QuES&T has successfully completed remediation projects, for our client companies, in support of Nuclear and Fossil commercial power plant maintenance outages, facility renovation

and demolition, cGMP facility upgrades, recovery from contamination following catastrophic events (e.g. steam line explosions, fires), school building renovations, Corporate asbestos management programs, facility Operations & Maintenance (O&M) programs, UST removals, sub-surface investigations, contaminated soil remediation, LBP stabilization and commercial/residential asbestos & lead abatements.

Technical consulting services are available in the area of regulatory compliance audits, OSHA safety, air monitoring, respiratory protection, laboratory services, building hazard assessments (EPA, HUD, commercial), LBP Risk Assessments, management plans, NYS/NESHAP pre-demolition inspections and full scope project management; including development of remediation response actions and management of all required project and personnel records. Our staff of experienced environmental professionals can prepare all required specifications and procedures to ensure your programs comply with federal, state and municipal regulatory requirements.

QuES&T offers a wide range of OSHA and environmental safety training. Our full range of asbestos safety certification training ensures that our client's employees receive the appropriate training to maximize their safety and minimize your liability. QuES&T offers accredited initial and refresher training programs for Operations & Maintenance (O&M), Asbestos Abatement Workers and Supervisors, Project Monitors, Asbestos Project Sampling Technicians (RH-II), Asbestos Project Designers, Asbestos Inspectors (RH-III) and Management Planners. Our accredited training facility (EPA, NYS) contains the most modern equipment to support the hands-on portion of each training program. On-site training services are available for groups of at least twenty-five students and can be tailored to meet the specific needs of the City of Newburgh.

QuES&T provides a full range of services in the area of Respiratory Protection. Our technical staff has extensive experience in the development of regulatory compliance programs for NUREG 0041 and OSHA 1910.134 Respiratory Protection Programs. Quantitative or qualitative respirator fit services can be provided at QuES&T's facility or yours.

For additional information concerning any of our services, please contact me. We look forward to working with the City of Newburgh in the environmental consulting and remediation services area.

Sincerely,



Rudy Lipinski - LEED® AP
Director of Field Operations
NYS/AHERA Inspector/Project Designer
Cert. #AH 24-6IES9-SHAB

QuES&T to provide the following services:

Limited Asbestos Bulk Sampling Survey

- Provide certified NYSDOL Asbestos Inspector(s) to perform a Limited Survey of suspect Asbestos-containing Materials (ACM) within the lobby of the Police Department at the City of Newburgh Public Safety Building.
- Perform collection and analysis of suspect friable Asbestos-containing Materials (ACM) using Polarized Light Microscopy (PLM) analytical protocol.
- Perform collection and analysis of suspect non-friable organically bound Asbestos-containing Materials (ACM) using both Polarized Light Microscopy-NOB (PLM-NOB) and Quantitative Transmission Electron Microscopy (QTEM) analytical protocols.
- Perform collection and analysis of vermiculite-containing surfacing materials using Surfacing Materials with Vermiculite (SM-V) analytical protocols.
- Discussion of laboratory results for all bulk samples (PLM/QTEM/SM-V).
- Documentation of all analytical laboratory certifications.
- Provide a written report with results and findings.

RESOLUTION NO.: _____ - 2026

OF

APRIL 13, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. (QUES&T)
FOR A LIMITED ASBESTOS BULK SAMPLING SURVEY
FOR THE DEPARTMENT OF PUBLIC WORKS GARAGE AT A COST OF \$667.50**

WHEREAS, the City of Newburgh wishes to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) for a limited asbestos bulk sampling survey at the garage at the Department of Public Works located at 88 Pierces Road; and

WHEREAS, the proposal provides for services that include the inspection, testing and sampling analysis, and the preparation of a report; and

WHEREAS, the cost for these services will be \$667.50 which shall be derived from A.1440.0455 - Consultant Services; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such work 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 accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for a limited asbestos survey bulk sampling at the garage at the Department of Public Works located at 88 Pierces Road in the amount of exceed \$667.50.

QuES&T

Quality Environmental Solutions & Technologies, Inc.

March 27, 2026

City of Newburgh
83 Broadway
Newburgh, NY 12550

ATTN: Jason Morris – Commissioner of Public Works & City Engineer

Via E-Mail: jmorris@cityofnewburgh-ny.gov

Re: Limited Asbestos Bulk Sampling @ Department of Public Works Garage (Pipe Insulation)

Dear Mr. Morris,

Thank you for the opportunity to discuss the needs of the City of Newburgh in the environmental consulting and remediation services area. Quality Environmental Solutions & Technologies, Inc. is pleased to submit the attached proposal to perform a Limited Asbestos Bulk Sampling Survey of suspect pipe insulation at the City of Newburgh Department of Public Works Garage, located at 88 Pierces Road, Newburgh, NY 12550.

QuES&T is a NYS Certified Minority Business Enterprise committed to remaining a leader in the environmental training and technical consulting industry. QuES&T's extensive Nuclear Power Industry experience makes us uniquely qualified to provide technical support in state-of-the-art techniques for engineering and contamination control. Additionally, this experience enables us to integrate the essential concepts of "critical path" schedules and minimizing personnel exposures while maintaining a high level of attention to the specific details of each project. QuES&T personnel satisfy numerous ANSI and NUREG experience requirements of the Nuclear Regulatory Commission. Our staff has served in various capacities in the Health Physics and Nuclear Engineering disciplines in operational power reactors, nuclear powered vessels, radio-pharmaceuticals and government prototypes.

We are confident you recognize that selection of a qualified technical consultant for professional services, such as pre-construction inspection, project design, project management and air monitoring, represents a step as critical as selecting a reputable environmental remediation contractor. QuES&T feels strongly that the success of any remediation project is defined primarily in the planning and design phase. A technically sound project design combined with proper oversight provides the most cost-effective solution and ensures the gains recognized are not at the expense of future liability to the City of Newburgh.

In this regard, QuES&T has successfully completed remediation projects, for our client companies, in support of Nuclear and Fossil commercial power plant maintenance outages, facility renovation

and demolition, cGMP facility upgrades, recovery from contamination following catastrophic events (e.g. steam line explosions, fires), school building renovations, Corporate asbestos management programs, facility Operations & Maintenance (O&M) programs, UST removals, sub-surface investigations, contaminated soil remediation, LBP stabilization and commercial/residential asbestos & lead abatements.

Technical consulting services are available in the area of regulatory compliance audits, OSHA safety, air monitoring, respiratory protection, laboratory services, building hazard assessments (EPA, HUD, commercial), LBP Risk Assessments, management plans, NYS/NESHAP pre-demolition inspections and full scope project management; including development of remediation response actions and management of all required project and personnel records. Our staff of experienced environmental professionals can prepare all required specifications and procedures to ensure your programs comply with federal, state and municipal regulatory requirements.

QuES&T offers a wide range of OSHA and environmental safety training. Our full range of asbestos safety certification training ensures that our client's employees receive the appropriate training to maximize their safety and minimize your liability. QuES&T offers accredited initial and refresher training programs for Operations & Maintenance (O&M), Asbestos Abatement Workers and Supervisors, Project Monitors, Asbestos Project Sampling Technicians (RH-II), Asbestos Project Designers, Asbestos Inspectors (RH-III) and Management Planners. Our accredited training facility (EPA, NYS) contains the most modern equipment to support the hands-on portion of each training program. On-site training services are available for groups of at least twenty-five students and can be tailored to meet the specific needs of the City of Newburgh.

QuES&T provides a full range of services in the area of Respiratory Protection. Our technical staff has extensive experience in the development of regulatory compliance programs for NUREG 0041 and OSHA 1910.134 Respiratory Protection Programs. Quantitative or qualitative respirator fit services can be provided at QuES&T's facility or yours.

For additional information concerning any of our services, please contact me. We look forward to working with the City of Newburgh in the environmental consulting and remediation services area.

Sincerely,



Rudy Lipinski - LEED® AP
Director of Field Operations
NYS/AHERA Inspector/Project Designer
Cert. #AH 24-6IES9-SHAB

QuES&T to provide the following services:

Limited Asbestos Bulk Sampling Survey

- Provide certified NYSDOL Asbestos Inspector(s) to perform a Limited Survey of suspect Asbestos-containing Materials (ACM) at the City of Newburgh Department of Public Works Garage.
- Perform collection and analysis of suspect friable Asbestos-containing Materials (ACM) using Polarized Light Microscopy (PLM) analytical protocol.
- Perform collection and analysis of suspect non-friable organically bound Asbestos-containing Materials (ACM) using both Polarized Light Microscopy-NOB (PLM-NOB) and Quantitative Transmission Electron Microscopy (QTEM) analytical protocols.
- Perform collection and analysis of vermiculite-containing surfacing materials using Surfacing Materials with Vermiculite (SM-V) analytical protocols.
- Discussion of laboratory results for all bulk samples (PLM/QTEM/SM-V).
- Documentation of all analytical laboratory certifications.
- Provide a written report with results and findings.

Estimated Cost:

City of Newburgh Department of Public Works Garage – Asbestos

Inspector Labor	\$ 292.50
PLM Bulk Samples 5 Day TAT (6 Samples @ \$19/sample)	\$ 114.00
Summary Report	\$ 250.00
Mileage, Shipping & Misc.	\$ 11.00
Estimated Total	\$ 667.50

Project Notes:

- Mileage will be billed at a rate of \$ 0.725 for actual mileage traveled.
- Any additional services provided to the client will be billed at standard company rates plus travel, tolls, materials, samples and miscellaneous expenses.
- OT Rate Applies to hours: > 8 hrs/day; > 40 hrs/wk; Weekends & Holidays.
- Taxes are not included in this proposal.

ACCEPTANCE OF PROPOSAL
Proposal No. P269836

Payment Terms: Payment Shall Be Net 30 Days; Following Delivery Of Letter Report. To Execute This Agreement, Please Review, Sign, Date & Return. Late Payments Shall Be Assessed a Penalty of 1.5% per Month.

City of Newburgh – Authorized Representative

By _____
Signature
Print Name & Title
Date

RESOLUTION NO.: _____ - 2026

OF

APRIL 13, 2026

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH ADOPTING
THE 2025 ORANGE COUNTY MULTI-JURISDICTIONAL MULTI-HAZARD
MITIGATION PLAN CITY OF NEWBURGH JURISDICTIONAL ANNEX**

WHEREAS, the City Council of the City of Newburgh, New York recognizes the threat that natural hazards pose to people and property within (local government); and

WHEREAS, the City of Newburgh has prepared a multi-hazard mitigation plan, hereby known as The 2025 Orange County Multi-Jurisdictional Multi-Hazard Mitigation Plan City of Newburgh Jurisdictional Annex accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, The 2025 Orange County Multi-Jurisdictional Multi-Hazard Mitigation Plan City of Newburgh Jurisdictional Annex identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Newburgh from the impacts of future hazards and disasters; and

WHEREAS, adoption by the City Council of the City of Newburgh demonstrates their commitment to hazard mitigation and achieving the goals outlined in The 2025 Orange County Multi-Jurisdictional Multi-Hazard Mitigation Plan City of Newburgh Jurisdictional Annex;

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF NEWBURGH, NEW YORK, THAT:

Section 1. In accordance with Article 20 of the Newburgh City Code of Ordinances, the City Council of the City of Newburgh adopts The 2025 Orange County Multi-Jurisdictional Multi-Hazard Mitigation Plan City of Newburgh Jurisdictional Annex. This plan, approved by the community, may be edited or amended after submission for review, but will not require the community to re-adopt any further iterations. This only applies to this specific plan and does not absolve the community from updating the plan in 5 years.

ADOPTED by a vote of ____ in favor and ____ against, and ____ abstaining, this _____ day of _____, _____.

By: _____
(print name)

ATTEST: By: _____
(print name)

APPROVED AS TO FORM: By: _____
(print name)



MULTI-JURISDICTIONAL MULTI-HAZARD MITIGATION **PLAN** CITY OF NEWBURGH JURISDICTIONAL ANNEX



2025
ORANGE COUNTY

THIS PAGE INTENTIONALLY LEFT BLANK

Table of Contents

City of Newburgh Annex 1

Contact Information 1

Jurisdictional Profile 1

 Population 1

 Location 1

 Brief History 2

 Governing Body 3

 Growth and Development Trends 3

Public Involvement 3

 Public Involvement Process for Annual Reviews 3

 Public Involvement in Five-Year Updates 4

Previous Plan Integration 4

 Integration into Local Planning Mechanisms 4

Critical Facilities Information 6

Jurisdiction/Public Identified Vulnerabilities 7

Hazard Identification Specific to Jurisdiction 9

Hazard Risk Assessment 10

 Probability of Future Events 10

 Consequence 11

 Maximum Probable Extent 11

Hazard Impact 12

Hazard Event History 15

 Drought 16

 Earthquakes 16

 Extreme Temperatures 17

 Floods 18

 Hurricanes/Tropical Storms 20

 Ice Jams 21

 Severe Thunderstorms 22

 Severe Winter Storms 22

Wildfires23

National Flood Insurance Program (NFIP) Summary.....25

Capability Assessment29

 Planning and Regulatory Capability30

Administrative and Technical.....31

Financial.....33

Education and Outreach.....35

Opportunities to Expand and/or Improve Capabilities.....36

Mitigation Strategy.....36

 Mitigation Goals36

 Prioritization of Mitigation Activities.....36

 Previous Mitigation Activities.....38

 2025 Proposed Mitigation Activities41

List of Figures

Figure 1: City of Newburgh Public Invitation Outreach 3

Figure 2: New York State Heat Projections by CIA Region 18

Figure 3: Rising Temperatures in the United States 24

Figure 4: Changing Precipitation in the United States Due to Climate Change..... 24

Figure 5: Mapped Flood Zones for the City of Newburgh..... 26

List of Tables

Table 1: Jurisdiction’s Points of Contact..... 1

Table 2: Previous Plan Integration for the City of Newburgh.....5

Table 3: Future Types of Plans the City of Newburgh Can Use for Mitigation Actions.....5

Table 4: Critical and Essential Facilities Located in the City of Newburgh6

Table 5: City of Newburgh Identified Vulnerabilities7

Table 6: City of Newburgh Natural Hazards9

Table 7: Hazard Ranking for the City of Newburgh..... 10

Table 8: Hazard Extent for City of Newburgh 11

Table 9: Hazard Impacts for the City of Newburgh 12

Table 10: Historical Events in the City of Newburgh Since 2019..... 15

Table 11: NFIP Floodplain Management Capabilities and Compliance..... 27

Table 12: Assessment of the Planning Capabilities of the City of Newburgh 30

Table 13: Assessment of the Regulations and Ordinances Capabilities of the City of Newburgh..... 31

Table 14: Assessment of the Administrative Capabilities of the City of Newburgh 31

Table 15: Assessment of the Technical Capabilities of the City of Newburgh..... 32

Table 16: Assessment of the Financial Capabilities of the City of Newburgh 33

Table 17: Assessment of the Education and Outreach Capabilities of the City of Newburgh..... 35

Table 18: Capabilities to Expand or Improve in the City of Newburgh..... 36

Table 19: Previous Mitigation Activities for the City of Newburgh 38

Table 20: 2025 Proposed Mitigation Activities for the City of Newburgh..... 41

Table 21: City of Newburgh Critical Infrastructure and Key Resources 46

THIS PAGE INTENTIONALLY LEFT BLANK

City of Newburgh Annex

This section presents the jurisdictional annex for the City of Newburgh. The jurisdiction's governing body passed a formal resolution to participate in this multijurisdictional hazard mitigation plan (MJHMP) update. A copy of their resolution is maintained at the local government offices and the Orange County Emergency Services Center.

Contact Information

Table 1 provides the contact information for this plan.

Table 1: Jurisdiction's Points of Contact

Name	Title	Jurisdiction
Paul Pullar	Fire Chief	City of Newburgh
Michael Wyman	Assistant Fire Chief	City of Newburgh
Jason C. Morris, P.E.	Commissioner of Public Works and City Engineer	City of Newburgh
Jason C. Morris, P.E.	Interim City Manager and CEO	City of Newburgh
Mike Neppl	Deputy City Manager	City of Newburgh

Jurisdictional Profile

Population

The 2023 U.S. Census reported a population of 28,237 people, resulting in approximately 7,553.9 people per square mile. The population at the 2020 census was 28,862, a decrease of 2.2%. However, the true population is believed to be approximately 35,000 due to uncounted residents.

Location

The City of Newburgh is located on the Hudson River, 60 miles north of New York City. The city lies near the intersection of Interstate 84 (running west to Pennsylvania and east to Connecticut) and the New York State Thruway (I-87), which runs from New York City north to Albany. The City of Newburgh is bordered by the Town of Newburgh to the north and west, the Town of New Windsor to the south, and the Hudson River to the east.

Brief History

The City of Newburgh is located on the western shore of the Hudson River, on lands that belonged to the Munsee Lenape peoples, a band of the Lenni Lenape and part of the Algonquin nation. In 1609, Henry Hudson, an Englishman sailing under contract to the Dutch government on his ship the Half Moon, was the first European to explore the river as far north as Newburgh. Sailing past present-day Newburgh, Hudson's first mate noted in his journal that this was "a pleasant place to build a town." It was not for another 100 years, in 1709, that the first European settlement was made by German Lutherans from the Rhenish Palatine. The Palatines named their new settlement Palatine Parish by Quassaick. By 1750, people of English and Scottish descent outnumbered the original German settlers and changed the name to Parish of Newburgh.

Newburgh was the headquarters of the Continental Army from April 1782 until the latter part of 1783. During that time, George Washington resided in the Hasbrouck House on Kings Highway in Newburgh. It was from here that Washington quelled the Newburgh Conspiracy, a move by some of the Army's senior officers to overthrow the government. It was also here that General Washington received the famous "Newburgh Letter" from Lewis Nicola, a Colonel in the Continental Army, which proposed the General become king. Washington vehemently refused the crown, and Newburgh became the birthplace of the Republic. In honor of his refusal of the crown, Kings Highway was renamed Liberty Street. Washington's Headquarters became the United States' first publicly owned historic site.

Newburgh was incorporated as a village in 1800, and as a city in 1865. Situated midway between New York City and Albany, and with its naturally deep port, Newburgh became a prosperous shipping, transportation, and industrial hub. Shipyards, foundries, and tanneries dotted the shore, and her industries included the manufacture of cottons, woolens, silks, paper, felt hats, baking powder, soap, brick, steam boilers, automobiles, coin silver, ice machines, moving picture screens, and lawn mowers. The confluence of the natural beauty of the Hudson Highlands and the flourishing 19th century economy led to an extraordinary flowering of art and architecture that had a lasting impact on the developing national identity.

As the 20th century dawned, Newburgh's manufacturing industry was thriving. The city was a major center for retail shopping for the entire Hudson Valley. Newburgh was also a recreational hub. Sports included speed skating, ice boating, yachting and rowing clubs, baseball leagues; picnic groves, amusement parks, and river excursion steamers were popular with tourists. The city's largest population of 32,000 was recorded in the 1950 census. The N.Y. State Thruway, Interstate 84 and the Newburgh-Beacon Bridge centered Newburgh on northeast U.S. maps and helped develop the surrounding townships into busy suburban hubs. Following the failed federal urban renewal program of the 1950s and 1960s that resulted in the destruction of the city's "Hillside" neighborhoods and disconnected the Broadway commercial district from the Hudson River port, residents worked to preserve the city's remaining architectural gems. In the 1970s, volunteers cataloged over 4000 historic buildings in the east end, which was declared a National Historic District in 1973. Today, the diversity of Newburgh's architecture is matched by the diversity of its community and citizens whose talents keep reinventing the fortunes of the old river port.

Governing Body

The City of Newburgh operates under the council-manager form of municipal government. The City Council comprises the mayor and six council members. The Chief Executive Officer is the administrative head of the city government and manages the city's day-to-day affairs.

Growth and Development Trends

After decades of declining population, the City of Newburgh began experiencing population growth in the early 1990s. While the growth has been modest, the city has recognized the need to appropriately plan for this change and the opportunity this growth presented to revitalize long-neglected areas. Accordingly, in the mid-2000s, the city began updating its planning documents.

In 2008, the city adopted Plan-It Newburgh, its sustainable master plan. In 2011, the city adopted the Future Land Use Plan, which described and mapped its land use goals. In 2012, the city adopted a report by the Pace Land Use Law Center on streamlining the land use review and approval process. Since approximately 2019, the city has experienced a significant housing stock and development increase.

Public Involvement

Continued public involvement is essential for the overall success of the plan's implementation. The update process provides an opportunity to solicit participation from new and existing stakeholders, publicize mitigation success stories, and seek additional public comment. The plan maintenance and update process will include continued public and stakeholder involvement and input through attendance at designated committee meetings, web postings, press releases to local media, and public hearings.

Figure 1 displays how the public was encouraged to attend the public meeting at Orange County Emergency Services Center on November 21, 2024, at 4:30 p.m., as well as the survey used to gather information from community members within the City of Newburgh. The draft plan was posted on the jurisdiction's website for 30 days, allowing the city to gather public feedback through a user-friendly form or survey.

[Pending]

Figure 1: City of Newburgh Public Invitation Outreach

Public Involvement Process for Annual Reviews

The public will be notified using the city's website or any other publicly accessible social platform (e.g., local newspaper, Facebook, X) well before public meetings or comment periods.

Public Involvement in Five-Year Updates

When the plan is ready for its five-year update, the jurisdictions will coordinate with all stakeholders participating in the planning process. The jurisdiction will develop a plan for public involvement and will be responsible for disseminating information through various media channels, detailing the plan update process. As part of this effort, public meetings will be held, and public comments will be solicited on the plan update draft.

Previous Plan Integration

Integration into Local Planning Mechanisms

Incorporating the underlying principles of the MJHMP and its recommendations into other plans is a highly effective and low-cost way to expand their influence. All plan participants will use existing methods and programs to implement hazard mitigation actions where possible. As previously stated, mitigation is most successful when it is incorporated into the day-to-day functions and priorities of government and public service. This plan builds on the momentum developed through previous and related planning efforts and mitigation programs. Where possible, it recommends implementing actions through these other program mechanisms, including:

- Regulatory capabilities
- Administrative capabilities
- Fiscal capabilities

Implementation and incorporation into existing planning mechanisms will be conducted by the respective planning stakeholders and accomplished through the routine actions of:

- Monitoring other planning/program agendas
- Attending other planning/program meetings
- Participating in other planning processes
- Monitoring community budget meetings for other community program opportunities

The successful implementation of this plan will require constant and vigilant review of existing plans and programs for coordination and multi-objective opportunities that promote a safe, sustainable community. Regular efforts should be made to monitor the progress of mitigation actions implemented through other planning mechanisms. Where appropriate, priority actions should be incorporated into planning updates. Existing planning mechanisms into which the MJHMP has been integrated are listed in Table 2.

Table 2: Previous Plan Integration for the City of Newburgh

Type of Plan	Integration Method
Capital Improvement Budget	Hazard mitigation actions will be considered while developing annual capital improvement plans. Compliance with mitigation goals and objectives and the site's hazard vulnerability will also be considered during the evaluation of infrastructure and facilities projects.
Operating Budget	Hazard mitigation actions are to be considered within day-to-day operating budgets as funding permits.
Comprehensive Land Use Plan	Such elements as hazard vulnerability and hazard area extents will be considered during the development of future land use maps and other elements of comprehensive planning.

The plan must also identify the local planning mechanisms where the updated hazard mitigation information/actions may be integrated. The plan must describe each participant's individual process for integrating information from the mitigation strategy into their identified planning mechanisms.

Table 3: Future Types of Plans the City of Newburgh Can Use for Mitigation Actions

Type of Plan	Integration Method
Capital Improvement Budget	Hazard mitigation actions will be considered while developing annual capital improvement plans. Compliance with mitigation goals and objectives and the site's hazard vulnerability will also be considered during the evaluation of infrastructure and facilities projects.
Operating Budget	Hazard mitigation actions are to be considered within day-to-day operating budgets as funding permits.
Building & Zoning Ordinances	Review of the hazard mitigation plan (HMP) and hazard analyses are part of the evaluation of land use, zoning, and development review ordinances and permitted processes.
Comprehensive Land Use Plan	Such elements as hazard vulnerability and hazard area extents will be considered during the development of future land use maps and other elements of comprehensive planning.
Human Resource Manual	Employee job descriptions may contain elements related to hazard mitigation planning and associated recommendations.
Grant Applications	Support for funding requests in the form of data, maps, and priority recommendations will be drawn from the HMP.

Type of Plan	Integration Method
Fire Plan	Fire plans for the municipality and local fire departments can use data and mapping in the HMP.
Local School Service Projects	Municipal officials and staff can explore the possibility of collaboration with local school districts to provide avenues for student community service projects and educational opportunities.
Economic Development	Local chambers of commerce and other economic development agencies can use the HMP to better inform new/expanding businesses in finding suitable locations.

Critical Facilities Information

Table 4 provides information on critical facilities located within the floodplain for the City of Newburgh. Identifying critical facilities in flood-prone areas is crucial for effective emergency planning and risk management. By understanding the potential impact of flooding on these facilities, local authorities can develop proactive strategies to mitigate risks and ensure the safety and functionality of these important assets during flood events. This information is valuable for decision-making and prioritizing resources for emergency response and preparedness efforts.

Table 4: Critical and Essential Facilities Located in the City of Newburgh

Facility Name	Address	Facility Type	Located in 1% or 0.2% Flood Event Chance Area?	Protected to a 0.2% chance flood event?	Associated Mitigation Action
Crystal Lake Dam	N/A	Dam	Y	Not applicable with this type of infrastructure	CN-10
Decarlo Dam	N/A	Dam	Y	Not applicable with this type of infrastructure	CN-10
Harrison Dam	N/A	Dam	Y	Not applicable with this type of infrastructure	CN-10
Holden Dam	N/A	Dam	Y	Not applicable with this type of infrastructure	CN-10
McDole Mill Pond Dam	N/A	Dam	Y	Not applicable with this type of infrastructure	CN-10

Facility Name	Address	Facility Type	Located in 1% or 0.2% Flood Event Chance Area?	Protected to a 0.2% chance flood event?	Associated Mitigation Action
Muchattoes Lake Dam	N/A	Dam	Y	Not applicable with this type of infrastructure	CN-10
Delano-Hitch Park	401 Washington St, Newburgh, NY 12550	Park	N	N	N/A
Downing Park	181-141 Carpenter Ave, Newburgh, NY 12550	Park	N	N	N/A

While it is assumed that most municipal water systems facilities are not located within the floodplain, the city will explore hardening/relocation opportunities for those located within the floodplain should such actions become necessary due to the incidence of flooding impacts.

By necessity, critical wastewater facilities are located within the 500-year floodplain due to discharge requirements and gravity-fed systems optimization. While relocation is neither desired nor feasible, the City of Newburgh will seek to harden these facilities where feasible and fiscally viable. The city provided an extensive listing of such facilities in Table 21.

Jurisdiction/Public Identified Vulnerabilities

Table 5: City of Newburgh Identified Vulnerabilities

Vulnerable Assets	What makes this group/asset vulnerable during hazards? Have there ever been issues with recovery after an event?
People	
People with Health Issues	<ul style="list-style-type: none"> Extreme heat conditions can induce heat-related illnesses, as can stagnant atmospheric conditions and poor air quality. Higher temperatures and more direct sunlight lead to increased ozone production. Ozone forms in the air from other pollutants, such as volatile organic compounds (VOCs) and nitrogen oxides (NOx).
Population with a Disability	<ul style="list-style-type: none"> 17.4% of the population has some type of disability, with ambulatory, cognitive, and independent living challenges being the most prevalent.

Vulnerable Assets	What makes this group/asset vulnerable during hazards? Have there ever been issues with recovery after an event?
Non-English-Speaking Population	<ul style="list-style-type: none"> 41.2% of people speak a language other than English, creating a possible barrier during evacuations and disasters.
Poverty Rate	<ul style="list-style-type: none"> 26.5% of City of Newburgh residents live below the poverty line, meaning emergency expenses and increased utility bills can put a significant burden on households.
Structures	
Residential Structures	<ul style="list-style-type: none"> Individuals may be harmed when walking below building ornamentation and chimneys that may be shaken loose and fall due to an earthquake. A structure located within a 100-year floodplain has a 26% chance of suffering flood damage during the term of a 30-year mortgage. Residential buildings account for the majority of potential building stock damage and also comprise the majority of total building inventory. Due to differences in building construction, residential structures are generally more susceptible to wind damage than commercial and industrial structures.
Critical Facilities	<ul style="list-style-type: none"> Critical facilities located in the floodway could be damaged during a major flood event, causing disruption for recovery. Utility structures could suffer damage associated with falling tree limbs or other debris.
Economic Assets	
Available Housing	<ul style="list-style-type: none"> The city has 1,328 vacant housing units. There is a limited amount of vacant housing, which can hinder relocation efforts during an emergency.
Financial Vulnerabilities	<ul style="list-style-type: none"> The high cost of fuel to heat residential homes can create a financial strain on populations with low or fixed incomes (a portion of which includes the elderly population). Residents with low incomes may lack access to housing or live in homes that are less able to withstand cold temperatures (e.g., homes with poor insulation and heating systems).
Natural, Historic, and Cultural Resources	
Historical Homes	<ul style="list-style-type: none"> Many were built before modern building codes, making them ill-equipped to withstand extreme weather like floods and storms. The materials used, such as wood and plaster, may not resist water damage effectively. Additionally, some homes have inadequate foundations, and their proximity to rivers increases risk. They often lack modern retrofitting for enhanced resilience and energy efficiency, and their architectural styles may not support contemporary sustainability practices.
Critical Facilities and Infrastructure	
Flood-Prone Assets	<ul style="list-style-type: none"> Some identified critical infrastructure assets could significantly impact the community if affected by an extreme flooding event.

Vulnerable Assets	What makes this group/asset vulnerable during hazards? Have there ever been issues with recovery after an event?
	<ul style="list-style-type: none"> Approximately 22% of the land in the city is within high flood risk areas and approximately 1% is within moderate flood risk areas.
Water Consumption	<ul style="list-style-type: none"> Drought conditions can cause a shortage of water for human consumption and hinder local firefighting capabilities.
Community Activities	
City-Sponsored Recreational Activities	<ul style="list-style-type: none"> Multiple city-sponsored events—such as farmers’ markets, senior center activities, summer camps, and community pool events—give the community a sense of belonging. These events may be canceled in the event of a significant disaster.
Are there any other assets you can think to include?	
None	

Hazard Identification Specific to Jurisdiction

Orange County has a history of natural hazard events. During the 2025 HMP planning process, Orange County selected natural hazards that have impacted or could potentially impact the county. The City of Newburgh did not identify any technological hazards during this planning process, but it did identify 12 natural hazards that impact the municipality, found in 6.

Table 6: City of Newburgh Natural Hazards

Hazards of Prime Concern
Drought
Earthquakes
Extreme Temperatures
Floods
Hurricanes/Tropical Storms
Ice Jams
Severe Thunderstorms
Severe Winter Storms
Tornadoes
Wildfires

- The City of Newburgh will not be profiling landslides due to its topography and the fact that the community is mostly built out, resulting in lower susceptibility.

Hazard Risk Assessment

After the hazards of concern for the City of Newburgh were identified, they were reviewed to analyze the probability of future events, their consequence, and the maximum probable extent. This risk assessment systematically helps identify which hazards are of the most concern for each jurisdiction. For further information about these hazards, as well as other identified hazards, please refer to the hazard profiles for an in-depth review.

Table 7: Hazard Ranking for the City of Newburgh

Rank of Risk	Probability of Future Events	Consequence	Maximum Probable Extent
Drought	Medium	Medium	Minor
Earthquakes	Very Low	Medium	Minor
Extreme Temperatures	Medium	Low	Medium
Floods	Medium	High	Major
Hurricanes/Tropical Storms	Medium	High	Medium
Ice Jams	Low	Medium	Major
Severe Thunderstorms	High	Medium	Medium
Ice Storm	Medium	Low	Low
Severe Winter Storms	High	Medium	Medium
Tornadoes	Medium	High	Medium
Wildfires	Low	Medium	Medium

The following terms are used to describe the hazard consequence, the probability of future occurrence, and the maximum probable extent.

Probability of Future Events

The probability of future events is pulled from the likelihood categories of the 2022 County Emergency Preparedness Assessment (CEPA). All jurisdictions reviewed Orange County's results. Any disagreements with the likelihood of future events are reflected in Table 7.

- **Very Low:** This event is not expected to occur within this county.
- **Low:** There is the potential for this event to occur, but it is very unlikely within 50 years.
- **Medium:** This event could occur within the next 20 years, but it generally does not happen with regular frequency in this county (for natural/accidental hazards) or current intelligence does not consider it an imminent threat (for terrorism).

- **High:** This event is likely to occur in this county within the next 5 years, based on historical precedence (natural/accidental hazards) or current intelligence reporting (terrorism threats).
- **Very High:** This event is expected to occur within the next year, without question, based on historical precedence in this county (natural/accidental hazards) or current intelligence reporting (terrorism threats).

Consequence

The hazard consequence is pulled from the 2022 CEPA. All jurisdictions reviewed Orange County’s results. Any disagreements with the category are reflected in Table 7.

- **Very Low:** This event would cause virtually no impact on the people, responders, property, and economy in this county.
- **Low:** The impact of this event would be minimal on the people, responders, property, and economy in this county; response could generally be accomplished without mutual aid.
- **Medium:** The impact of this event would be noticeable on the people, responders, property, and economy in this county; mutual aid would likely be needed from other counties and/or the state.
- **High:** The impact of this event would be very significant on the people, responders, property, and economy in this county; significant mutual aid resources would be called in from surrounding counties, the state, and the federal government.
- **Very High:** This event would have a devastating (or potentially catastrophic) impact on the people, responders, property, and economy in this county; all mutual aid networks (local, state, and federal) would be immediately utilized, and government functions would be severely or wholly compromised.

Maximum Probable Extent

Magnitude/strength of hazard using the extent scale in Table 8:

- **Minor:** Limited classification on scientific scale, slow onset, or short event duration.
- **Medium:** Moderate classification on scientific scale, moderate onset speed, or moderate event duration.
- **Major:** Severe classification on scientific scale, fast/immediate onset, or long event duration.

Table 8: Hazard Extent for City of Newburgh

Hazard	Minor	Medium	Major
Drought	Presence-Sensing Device Initiation (PSDI) –1.99 to 1.99+	PSDI –2.00 to –2.99	PSDI –3.00 to –5.00

Hazard	Minor	Medium	Major
Earthquakes	Mercalli Scale: I–V Richter Scale: 0–4.8	Mercalli Scale: VI–VII Richter Scale: 4.9–6.1	Mercalli Scale: VIII–XII Richter Scale: 6.2–8.1+
Extreme Temperatures	Heat Index: 80°F to 105°F Cold Temperature: 40°F to 35°F Wind chill: 36°F to 17°F	Heat Index: 105°F to 129°F Cold Temperature: 30°F to 15°F Wind chill: 25°F to –4°F	Heat Index: >130°F Cold Temperature: 15°F to –20°F Wind chill: –7°F to –98°F
Floods	Outside of 100-year and 500-year flood zones, Zones A, AE, X	500-year flood zone, Zone X	100-year flood zone, Zone AE
Hurricanes/Tropical Storms	Saffir–Simpson Hurricane Wind Scale, Category 1–2	Saffir–Simpson Hurricane Wind Scale, Category 3	Saffir–Simpson Hurricane Wind Scale, Category 4–5
Ice Jams	Small localized buildup, short duration	Moderate ice accumulation covering a more extensive section of the river	Extensive ice buildup, often involving a large section of the river
Severe Thunderstorms	Hail: H0–H4, 5–40mm Wind Force: 0–3 Knots: <1–10 LAL ¹ : 1–2	Hail: H5–H6, 30–60mm Wind Force: 4–6 Knots: 11–27 LAL: 3–4	Hail: H7–H10, 50–>100mm Wind Force: 7–12 Knots: 28–64+ LAL: 5–6
Severe Winter Storms	Temperature: 40°F to 35°F Wind chill: 36°F to 17°F	Temperature: 34°F to 15°F Wind chill: 25°F to –4°F	Temperature: 15°F to –20°F Wind chill: 7°F to –98°F
Wildfires	Keetch–Byram Drought Index (KBDI): 0–200	KBDI: 200–500	KBDI: 500–800

Hazard Impact

Table 9 presents a list of possible impacts on the City of Newburgh; however, given the magnitude, intensity, and land use trends, it is difficult to predict the impact a hazard could have on a community.

Table 9: Hazard Impacts for the City of Newburgh

Hazard	Impact
Drought	<ul style="list-style-type: none"> Property damage Loss of water supply

¹ LAL: Lightning activity Levels

Hazard	Impact
	<ul style="list-style-type: none"> • Increase in grassfire potential and intensity • Negative impact on citizens, including water restrictions and lack of drinkable water supply • Impact on car washes, parks, and pools
Earthquakes	<ul style="list-style-type: none"> • Injury or death • Property and infrastructure damage • Water contamination or loss from broken pipes • Transportation and communication disruption or damage • Increase in traffic accidents • Building collapse • Natural gas leak • Displaced residents • Power outages • Damage to the natural environment, including protected species and critical habitats
Extreme Temperatures	<ul style="list-style-type: none"> • Heatstroke/hypothermia or death • Property damage • Loss of water supply • Increased grassfire potential and intensity • Impact on logistics • Power outages • Road buckling • Disruption in critical infrastructure operations • Vehicle engine failure
Floods	<ul style="list-style-type: none"> • Loss of electricity • Loss or contamination of water supply • Loss of property • Structure and infrastructure damage—flooded structures and eroded roads • Displaced residents • Snake migration and increase in mosquitoes • Fire due to loss of water supply • Debris in transportation paths • Emergency response delays • Disruption of traffic that can lead to economic impacts • Damage to the natural environment, including protected species and critical habitats
Hurricanes/Tropical Storms	<ul style="list-style-type: none"> • Coastal flooding • Wind damage • Inland flooding

Hazard	Impact
	<ul style="list-style-type: none"> • Power outages • Transportation disruptions • Economic losses • Resident displacement • Water contamination • Erosion • Strained emergency response
Ice Jams	<ul style="list-style-type: none"> • River flooding • Infrastructure damage • Road closures • Power outages • Transportation delays • Erosion • Water contamination • Emergency response strain • Property damage • Economic losses
Severe Thunderstorms	<ul style="list-style-type: none"> • Property damage to fences, vehicles, equipment, and roofs • Transportation delays • Injuries and deaths • Debris from trees and damaged property • Electrical grid problems • Communication problems—phone and internet lines down • Damage to the natural environment, including protected species and critical habitats
Severe Winter Storms	<ul style="list-style-type: none"> • Structural damage • Injuries or death • Power outages • Inability to use roads for driving • Increased traffic accidents • Loss of heat • Stranded travelers/motels at full capacity • Tree debris, creating fuel load for fire hazard • Delayed emergency response time • Frozen/burst pipes, leading to loss of water • Disruption of traffic • Impacts on the economy • Reduced communications capabilities
Ice Storm	<ul style="list-style-type: none"> • Structural damage • Injuries or death

Hazard	Impact
	<ul style="list-style-type: none"> • Power outages • Inability to use roads for driving • Increased traffic accidents • Loss of heat • Stranded travelers/motels at full capacity • Tree debris, creating fuel load for fire hazard • Delayed emergency response time • Frozen/burst pipes, leading to loss of water • Disruption of traffic • Impacts on the economy • Reduced communications capabilities
Wildfires	<ul style="list-style-type: none"> • Injury or death • Property and fence damage • Road closure • Traffic accidents • Loss of power—burning utility poles • Loss of property • Structure and infrastructure damage • Displaced residents • Loss of resources • Damage to the natural environment, including protected species and critical habitats

Hazard Event History

Table 10 presents natural hazard events in the City of Newburgh between 2019 and 2024, taken from the National Centers for Environmental Information. The data are organized by location and date.

Table 10: Historical Events in the City of Newburgh Since 2019

Location	Date	Event Type	Deaths	Injuries	Property Damage	Crop Damage
City of Newburgh	7/8/2020	Thunderstorm wind	0	0	\$2,000	\$0
City of Newburgh	7/8/2020	Flash flood	0	0	\$0	\$0
City of Newburgh	6/26/2024	Thunderstorm wind	0	0	\$1,000	\$0

Drought

PREVIOUS HISTORICAL OCCURRENCES

- Since the last plan update, there is no record of drought that has explicitly impacted the City of Newburgh; however, there have been a number of recorded occurrences within Orange County. This information can be found in the main body of the document.

IMPACT OF CLIMATE CHANGE

It is anticipated that climate change may increase the frequency and intensity of droughts in New York State. Warmer temperatures will increase evaporation and reduce surface water levels, leading to drier soil. Additionally, the variability of precipitation may increase, meaning there will be more periods of extreme precipitation and more periods of little to no precipitation, with the latter potentially spurring a drought. Some studies project that late-summer, short-duration droughts will become more common due to climate change. Currently, climate change has yet to meaningfully affect drought occurrence in New York; drought frequency in the Northeast has stayed relatively constant, decreasing only slightly. Models have shown that increases in temperature have been counteracted by increases in humidity, resulting in negligible impacts on drought trends in the Northeast between 1980 and 2020. It is unclear to what extent increases in humidity are caused by global climate change versus more localized environmental effects.²

Earthquakes

PREVIOUS HISTORICAL OCCURRENCES

- Since the last plan update, there is no record of earthquakes that have explicitly impacted the City of Newburgh; however, there have been a number of recorded occurrences within Orange County. This information can be found in the main body of the document.

IMPACT OF CLIMATE CHANGE

Earthquakes are unlikely to be affected by climate change. The causes of earthquakes are largely unaffected by atmospheric changes brought on by climate change. There are some indications that earthquakes became more frequent as glaciers melted thousands of years ago, and more common earthquakes in Greenland may be tied to warming temperatures, but the links between these phenomena and anthropogenic climate change are uncertain at best and have not affected New York. Earthquakes are not discussed in local, regional, or national climate impact assessments, highlighting that climate change is not expected to impact their frequency or intensity in the U.S.

² MitigateNY. "New York State Hazard Mitigation Plan." 2023. <https://mitigateny.org/>

Extreme Temperatures

Both extreme heat and cold can be detrimental to human health and property. Associated risks include sunstroke and hypothermia as well as brownouts and flooding caused by the ice dams created by extreme cold.

According to the 2020 census, the City of Newburgh's vulnerable populations include 12.4% aged 65 and above and 5.6% younger than age 5.

PREVIOUS HISTORICAL OCCURRENCES

- Since the last plan update, there is no record of extreme temperatures that have explicitly impacted the City of Newburgh; however, there have been some recorded occurrences within Orange County. This information can be found in the main body of the document.
- July 2011: Heat between 95°F and 105°F, along with heat indices in excess of 105°F, occurred for a couple of days. The heat index was as high as 115°F at New York Stewart International Airport (KSWF) in Newburgh at 1 p.m. and 2 p.m. on July 22. One death in Orange County was attributed.
- July 2012: Excessive heat—the heat index reached or exceeded 107°F at Newburgh Airport (New York Stewart International Airport). July 2013: Excessive heat—the combination of high heat and humidity resulted in heat index values between 105°F and 110°F for a few hours during the afternoon at Montgomery Airport and New York Stewart International Airport.
- September 2013: Excessive heat—at New York Stewart International Airport, the heat index reached 105°F at 2 p.m. At nearby Poughkeepsie Airport, the heat index reached 105°F at 3 p.m.
- February 2015: Cold/wind chill—wind chills fell to -26°F at 6 a.m. at both Orange County Airport and Stewart International Airport.

IMPACT OF CLIMATE CHANGE

The Northeast is warming faster than many other U.S. regions. Therefore, extreme cold events will likely become less frequent and have already become milder. For much of North America, including the Northeast, extreme cold events have become less severe over time due to warming temperatures. High-profile severe cold events have still occurred in recent years, but this is likely due to natural variability. Between 1900 and 2017, New York City saw a clear decline in cold days, defined as when the minimum temperature is equal to or less than the 10th percentile of the daily minimum temperature of a given year. The impacts of climate change on the duration of individual cold waves are currently uncertain.

Climate change will significantly increase the frequency, severity, and duration of extreme heat events, including multiday events, in every region of the state, with an expected corresponding increase in impacts without adequate adaptation. Statewide, New York is expected to see a fivefold increase in heat wave days by 2050. By that same year, different regions of New York State are projected to experience between 11 and 30 additional days above 90°F per year, above the 1981–2010 baseline. The number of extreme heat events (periods of three or more days above 90°F) per year in different regions is expected

to rise from a baseline of zero to two per year (1981–2010) by an additional one to four extreme heat events per year by the 2050s.

In areas where heat events occur less frequently now, extreme heat impacts will occur more frequently and become more widespread by mid-century. For example, the Saint Lawrence Valley historically experiences one to two extreme heat events per decade; this is expected to increase to two to three events per year by 2050. Due to the relatively rapid change in frequency, severity, and duration of extreme heat events, New York State will experience new impacts while existing impacts may be significantly exacerbated if no adaptive measures are taken. The New York State Energy Research and Development Authority's (NYSERDA) Climate Impacts Assessment (CIA) projects changes in heat-related extremes across 12 regions, as shown in Figure 2. The CIA provides projections for the following heat-related extremes: days over 90°F, days over 95°F, number of heat waves, average length of heat waves, maximum heat index, days heat index is over 85°F, and days heat index is over 95°F. For the purposes of this hazard profile, days over 95°F, number of heat waves, and average length of heat waves are included as they align closest with state hazard mitigation plan (SHMP) data and definitions. For more information on the CIA's projections, including projections for every decade through the 2080s, see [NYS Climate Impacts Assessment](#). By the 2050s, different regions of New York State are projected to experience an additional five to 46 days above 90°F per year above their 1981–2010 baselines.

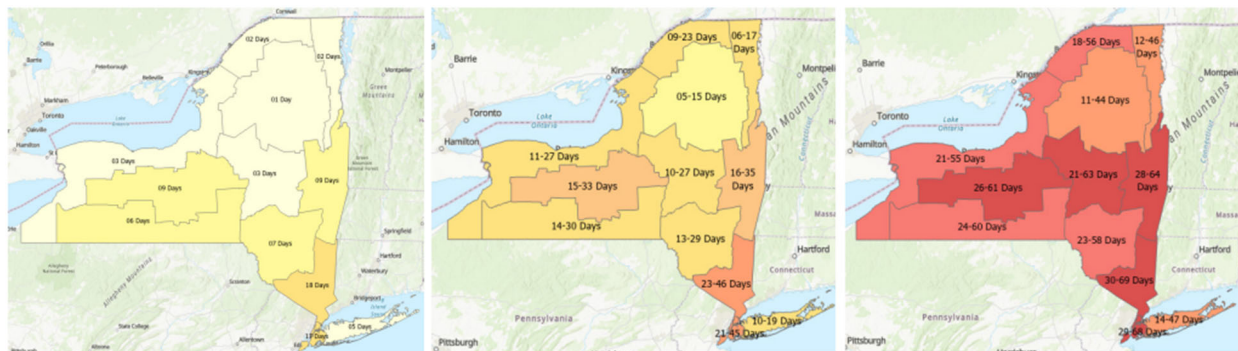


Figure 2: New York State Heat Projections by CIA Region

Left: Number of days above 90°F during the baseline period (1981–2010)

Middle: Additional days above 90°F by the 2050s, showing middle range (25th–75th percentile) 30-year mean values from model-based outcomes

Right: Additional days above 90°F by the 2080s, showing the middle range of values³

Floods

Flooding in the city is a result of snow melt, heavy rains, or other weather conditions. By identifying areas that are prone to flooding, it is possible to restrict development to open space uses, including passive recreation and agricultural uses, which do not obstruct water flow and are tolerant of flooding. The

³ New York State Energy Research and Development Authority. "New York State Climate Impacts Assessment: Understanding and Preparing for Our Changing Climate." <https://nysclimateimpacts.org/>

Federal Emergency Management Agency (FEMA) has identified potential flood hazard areas in the City of Newburgh, which are shown on FEMA maps.

PREVIOUS HISTORICAL OCCURRENCES

- July 8, 2020:** With a warm front north of the area, showers and thunderstorms developed by early afternoon in an airmass with precipitable water values approaching 2 inches. Some locations received 1–2 inches of rain from these storms based on Community Collaborative Rain, Hail & Snow Network (CoCoRaHS) observations across the area, resulting in isolated flash flooding. An observer in Shrub Oak reported 1.25 inches of rain. In Newburgh, the basement of a house on Wilkin Street between Dupont Avenue and Larter Avenue flooded. Four feet of water was reported in the basement of a home on Fullerton Avenue between 1st Street and Galloway Avenue in Newburgh. A vehicle was stranded in flood waters on Broadway in Newburgh, with the fire department responding.

IMPACT OF CLIMATE CHANGE⁴

Climate change will alter the probability of extreme flood events, making them more likely to occur. Given that projected climate change will affect the frequency and intensity of flood events, its impacts will likely change recurrence intervals. In one study focused on New York City, modeling showed that a 0.2% annual chance of flood in preindustrial times would see its return period shortened to roughly five years by 2045 due to climate change. The size of these events is also projected to change; for example, the study projected that a 0.2% annual chance of flood, which resulted in 11 feet of flooding above the mean tide level in 1970–2005, would cause 13–16.7 feet of flooding above the mean tide level by 2080–2100. Climate change will not only make extreme flooding events more common but also more severe.

Climate change will primarily affect flooding in New York through changing precipitation patterns and rising sea levels. Climate change directly affects precipitation and, with it, flooding. Extreme precipitation events have become more common as temperatures have warmed due to the increased capacity of warm air to hold water. Precipitation has increased across the Northeast in all seasons, while the heaviest precipitation events have increased by 60% since 1958, leading to more frequent flood events. In the future, precipitation is expected to become more frequent, intense, and prolonged, while extreme precipitation events will also become more common. This will lead to more flooding across the state. Meanwhile, sea levels are rising faster along New York's coast than the global mean, a phenomenon directly linked to climate change. Sea level rise has significant implications for storm surge, high-tide flooding, and other coastal flood-related hazards.

The Intergovernmental Panel on Climate Change (IPCC) projects that short-duration, high-intensity rainfall, which causes flash flooding, is likely to increase in the northeastern U.S. due to climate change. However, localized increases in short-duration extreme rainfall may be heightened beyond what would be expected from temperature increases alone, possibly due to convective cloud feedback with uncertain links to climate change. The “flashiness” of flash floods, a metric for the speed and volume of flood events, may also increase due to climate change. In the Northeast, it is unclear whether there will be significant

⁴ MitigateNY. “New York State Hazard Mitigation Plan.” 2023. <https://mitigateny.org/>

changes in the duration of flash flood events, but there are likely to be increases in both the volume and peak rainfall rates. This means that flash flood events could dump more water in a shorter or unchanged amount of time, with potentially grave impacts on affected communities. The extreme rainfall events made more frequent and intense by climate change will make urban flooding more likely, as already overburdened or insufficient drainage and infiltration systems are overwhelmed.

NYSERDA's CIA projects change in extreme precipitation events across 12 regions for precipitation-related extremes: days with over 1 inch of precipitation, days with over 2 inches of precipitation, and days with over 4 inches of precipitation. The CIA also has data on changes in annual precipitation that are not included in this profile. For more information on the CIA's projections, including projections for every decade through the 2080s, see the [NYS Climate Impacts Assessment](#).⁵

The probability of climate-related hazard events is generally expected to increase in the future within the City of Newburgh. This anticipated increase results from the expected increase in weather volatility associated with climate change. Hudson River communities will also experience an increased threat of flooding due to sea level rise. Upstream tributaries such as Quassaick Creek and Bushfield Creek will also experience increased flooding occurrences.

Hurricanes/Tropical Storms

PREVIOUS HISTORICAL OCCURRENCES

- Since the last plan update, there is no record of hurricane/tropical storms that have explicitly impacted the City of Newburgh; however, there have been a number of recorded occurrences within Orange County. This information can be found in the main body of the document.

IMPACT OF CLIMATE CHANGE

Climate change will cause hurricanes to intensify more rapidly, produce heavier rainfall, and result in more severe storm surges. Hurricane intensity decay is also anticipated to continue slowing. Models suggest that hurricane frequency will decrease, but the proportion of Category 4 and 5 hurricanes will increase. However, this finding has mixed to low certainty. Some studies have suggested that as the world warms, a greater percentage of tropical storms in the Atlantic will form closer to the coast than historically, increasing the likelihood of landfall, particularly along the East Coast. A more granular study reported similar findings and asserted that tropical cyclones may travel closer to Boston and Norfolk than New York City. However, there is not yet a scientific consensus on this finding, and most papers on the potential climate-induced geographic shifts in tropical cyclones include significant caveats and low-confidence findings.

Hurricane intensity typically lessens, or decays, as it moves inland. This is because hurricanes gain intensity from ocean moisture. However, studies have shown that the decay in intensity has lessened proportionally

⁵ New York State Climate Impacts Assessment. "New York State Climate Impacts Assessment: Understanding and Preparing for Our Changing Climate." <https://nysclimateimpacts.org/>

with increased sea surface temperatures, meaning that hurricanes are maintaining more of their destructiveness as they move further inland compared to historic levels. Hurricanes have also slowed, causing more rainfall, wind damage, and other impacts; while trends since 1979 suggest that hurricane season in the North Atlantic is starting increasingly earlier in the year.⁶

Ice Jams

PREVIOUS HISTORICAL OCCURRENCES

- Since the last plan update, there is no record of ice jams that have explicitly impacted the City of Newburgh; however, there have been a number of recorded occurrences within Orange County. This information can be found in the main body of the document.

IMPACT OF CLIMATE CHANGE

Ice jam impacts are more common in the vicinity of Port Jervis than other portions of the county due to the major riverine systems that travel through the city's boundaries. Information regarding losses associated with these reported ice jams was unavailable or limited. It is likely that future ice jams will impact the City of Newburgh, as they are common given the location of the city at the confluence of two large riverine systems.

Climate change may affect ice jam flooding differently than other flood types. Research on the impacts of climate change on ice jams is very limited and largely based outside the U.S. Findings from these studies may be used to make broad inferences about climate effects on ice jams in New York. Studies have shown that increasing temperatures are reducing the duration of the ice cover season in the Northern Hemisphere, which includes New York. Going forward, rising temperatures are expected to continue causing later freeze-ups and earlier breakups, further reducing the duration of the ice cover season. In snowy regions, ice jam flooding is often closely preceded by snowmelt. With warmer temperatures likely to cause earlier snowmelt, it is plausible that the timing of ice jam flooding may shift as well. Southeastern Canada, part of which borders New York, has already experienced ice jam flooding earlier in the year than is typical. Despite this, anecdotal evidence from the northeastern U.S. indicates that ice jam flood frequency is declining as temperatures rise, cold snaps become less severe, and more frequent precipitation prevents ice formation. However, it is unclear how the severity of ice jam flooding will be affected. One study on Canadian ice jams hypothesized that as winter snowmelt increases and ice thickness decreases due to warmer temperatures, midwinter ice breakups could become more common, and with them, ice jam flooding. Midwinter breakups often lead to more damaging ice jam floods because they occur with little to no warning. There are a number of other complex processes affecting ice jams, both directly and indirectly, which may be influenced by climate change.⁷

⁶ MitigateNY. "New York State Hazard Mitigation Plan." 2023. <https://mitigateny.org/>

⁷ MitigateNY. "New York State Hazard Mitigation Plan." 2023. <https://mitigateny.org/>

Severe Thunderstorms

PREVIOUS HISTORICAL OCCURRENCES

- **July 8, 2020:** A weak upper-level disturbance in a humid air mass triggered strong to severe thunderstorms across southeastern New York. There was a tree down on wires at City Terrace.
- **June 26, 2024:** Showers and thunderstorms formed west of our area along a cold front and then moved east toward our area. The storms became severe and continued in a warm and moist environment, producing damaging winds across southeast New York. There was a tree down on NY 32 northbound at Ruscitti Road in New Windsor. Alternate lanes of two lanes were blocked.

IMPACT OF CLIMATE CHANGE

Climate change will potentially make hailstones bigger and hailstorms more intense but less frequent in North America. This is true in the Northeast, where the overall number of hail days is projected to drop, along with small- and medium-sized hail events. Nonetheless, in the Northeast, models show that very large hailstones will become more common. Ultimately, while hail is projected to become less frequent but more severe, these models remain uncertain. The effects of climate change on the duration of hail events, if any, are uncertain.

Research on how climate change may affect lightning is limited. One model projected that the number of lightning strikes in the U.S. will increase 12% for every degree increase in global average air temperatures. A more recent study in Europe projected that the impacts of climate change on lightning would be location-specific, with some areas experiencing more lightning strikes and some experiencing less, largely based on latitude. While projections of changes to intensity and duration remain limited, one study suggested that long-continuing-current lightning flashes—intense lightning flashes that are longer in duration and more likely to spark fires than other types of lightning—may become more common, though not significantly so in the Northeast. Ultimately, while specific impacts on lightning remain uncertain, it is reasonable to expect an increase in lightning occurrence with projected climate change, as lightning occurs more frequently in warmer temperatures. As of early 2023, there was no clear change in lightning frequency or intensity in the U.S. While there have been an increasing number of lightning-caused fires in the West, this is largely due to dry conditions rather than a change in the frequency or intensity of the lightning itself.⁸

Severe Winter Storms

PREVIOUS HISTORICAL OCCURRENCES

- Since the last plan update, there is no record of winter storms that have explicitly impacted the City of Newburgh; however, there have been a number of recorded occurrences within Orange County. This information can be found in the main body of the document.

⁸ MitigateNY. "New York State Hazard Mitigation Plan." 2023. <https://mitigateny.org/>

IMPACT OF CLIMATE CHANGE

In the Northeast, while snow events may become less common and snow seasons may be shorter due to higher average temperatures, extreme snowstorms (including lake-effect snowstorms) may increase in frequency relative to historical levels. However, this trend may not hold toward the end of the century as warming continues to increase. One study suggested that while snowstorms will likely become less frequent due to atmospheric warming, they will produce more snow than historically when temperatures are cold enough. Climate-linked changes to snowstorm duration are currently unclear. Many areas in the Northeast have seen record snowstorm events in recent years. The relative increase in extreme snowstorm events over the past decades has been linked to climate change.⁹

Wildfires

Wildfires can be caused by natural hazards (lightning) but are much more often human-caused, either accidentally or intentionally. Fires most often occur during the summer, associated with the drier conditions that allow vegetation and brush to burn readily. Though no historical occurrences have affected the city, these events are most likely to occur in tracts of undeveloped land.

Wildfires are particularly concerned in the Wildland Urban Interface WUI because they bring humans—the primary cause of wildfire ignition in the U.S. and our primary concern for public safety—into closer contact with flammable wildlands. The WUI grows nationwide by approximately 2 million acres each year as communities continue to expand, often due to the pressures of high housing costs in more densely populated areas. Recent WUI maps show that almost every county in New York State has both interface and intermix zones.¹⁰

Wildfire smoke arrives in New York State when weather patterns blow wildfire smoke in our direction. The duration of smoke impacts is therefore influenced by a combination of the size and duration of the fires creating the smoke and the duration of the weather pattern bringing the smoke into the state. Major fires that create enough smoke to reach New York tend to have durations of weeks or longer.¹¹

PREVIOUS HISTORICAL OCCURRENCES

- Since the last plan update, there is no record of wildfires that have explicitly impacted the City of Newburgh; however, there have been a number of recorded occurrences within Orange County. This information can be found in the main body of the document.

⁹ Ibid.

¹⁰ MitigateNY. "Wildfire Risk Profile-General Risk." https://mitigateny.org/hazards_of_concern/wildfire/wildfire_risk_profile

¹¹ MitigateNY. "Wildfire Smoke-Description." https://mitigateny.org/hazards_of_concern/wildfire/wildfire_smoke

IMPACT OF CLIMATE CHANGE

Wildfires are directly impacted by climate change. Climate change will lead to warmer temperatures and drought conditions, which create an environment ripe for fires, particularly in the western U.S.¹²

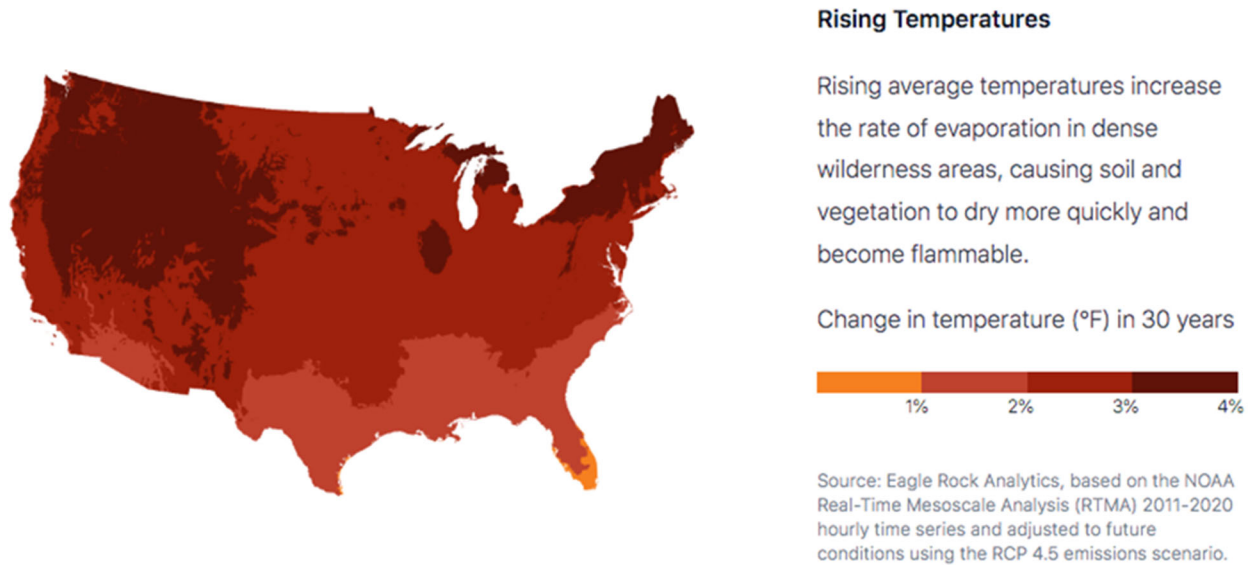


Figure 3: Rising Temperatures in the United States¹³

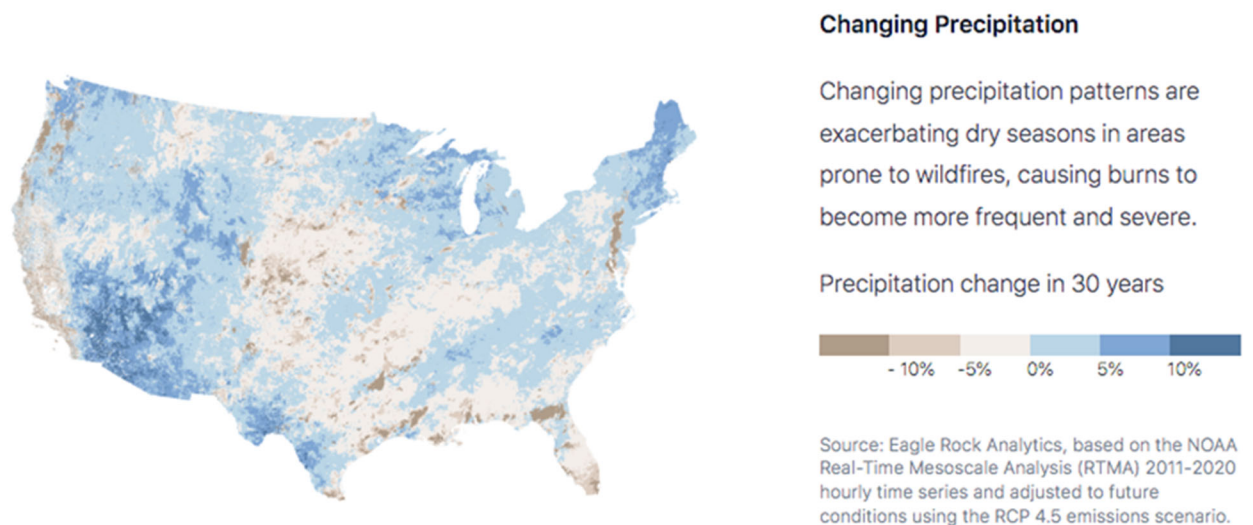


Figure 4: Changing Precipitation in the United States Due to Climate Change¹⁴

¹² Center for Climate and Energy Solutions. "Wildfires and Climate Change." <https://www.c2es.org/content/wildfires-and-climate-change/>

¹³ First Street. "Changing Precipitation Trends are Drying Already Vulnerable Areas." <https://firststreet.org/environmental-changes/fire>

¹⁴ Ibid.

Information on the impacts of climate change on wildfire frequency, intensity, duration, and location in New York State is currently limited. Generally, it is not expected that climate change will make wildfires a significant hazard of concern in New York. Wildfire occurrence is projected to increase in New York, but baseline occurrence levels are so low that this increase is not expected to have a meaningful effect. Impacts on the duration and intensity of wildfires in New York are currently unclear, although the start and peak of wildfire season may occur earlier in the year.¹⁵

National Flood Insurance Program (NFIP) Summary

The City of Newburgh has been a participant in the NFIP since 1974. Details of NFIP policies within the City of Newburgh are provided in Table 11. Continued compliance with NFIP requirements is expected for the City of Newburgh. Mapped flood zones are illustrated in Figure 5.

¹⁵ MitigateNY. "New York State Hazard Mitigation Plan." 2023. <https://mitigateny.org/>

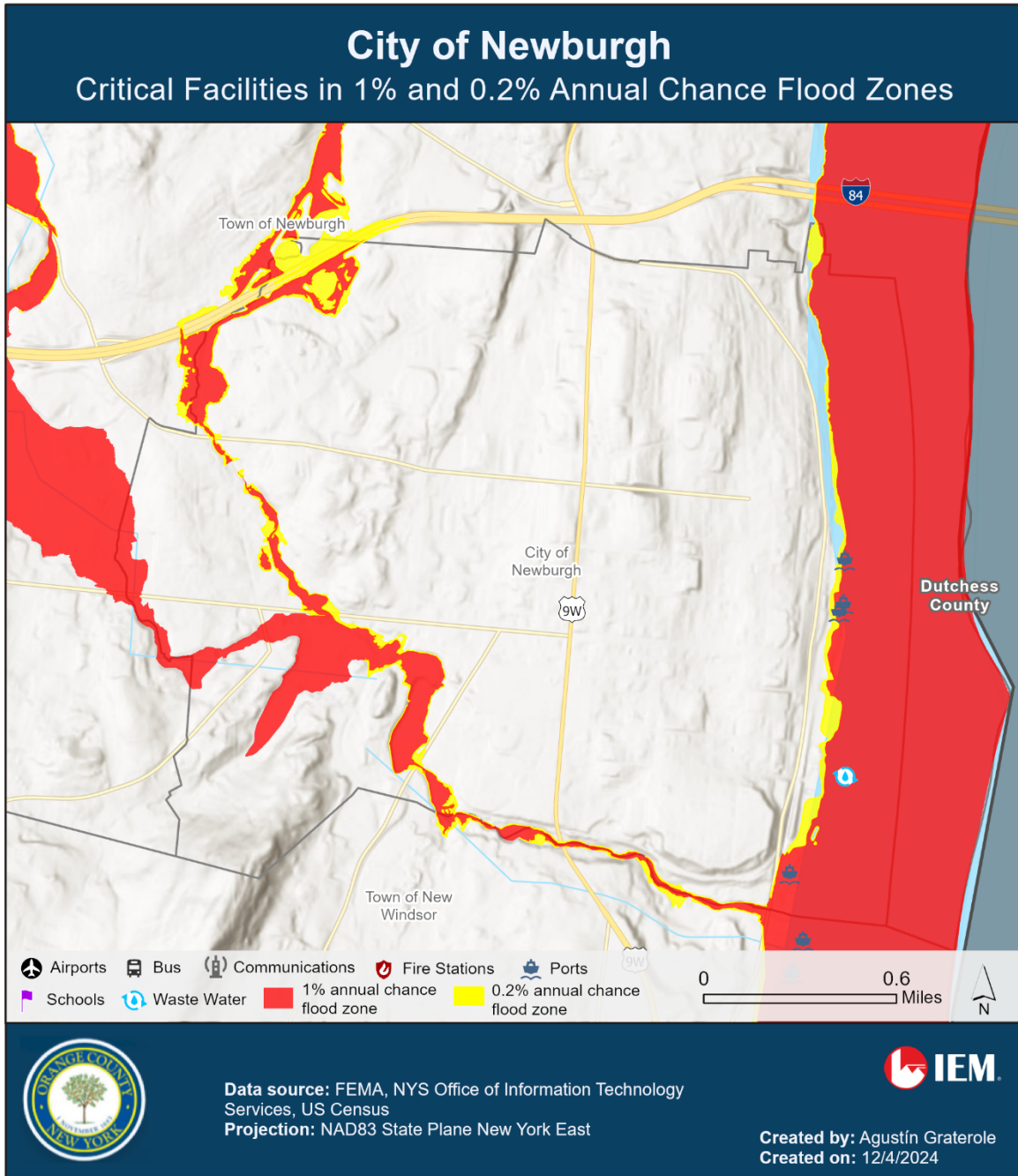


Figure 5: Mapped Flood Zones for the City of Newburgh

The NFIP questions in Table 11 were answered to the best of the City of Newburgh's ability.

Table 11: NFIP Floodplain Management Capabilities and Compliance

Floodplain Management	
Who is the floodplain manager? Is this their primary or secondary role?	Building Inspector, secondary role
Does the floodplain manager have adequate training and capacity for their role? If not, what else is needed?	Additional floodplain management training is necessary.
How does the community enforce its floodplain rules? Does enforcement include monitoring compliance and acting to correct violations?	Yes. It is monitored and enforced through the building permit process in the city's Codes Department.
When was the community's most recent Community Assistance Visit (CAV)?	2017
Were any violations noted on the community's most recent CAV?	Yes
Is there an upcoming CAV? If not, is one needed?	No
When was the most recent floodplain management ordinance adopted?	2009
Does your community participate in the Community Rating System (CRS)? If so, describe the steps the community has taken to achieve the CRS goals.	No
Does the community's floodplain management ordinance include any higher standards? If so, please list.	No
Who is responsible for permitting?	Building Inspector, Codes Department
How does the community issue development permits in the special flood hazard area?	Through the building permit process
Does the community maintain elevation certificates?	No
Does the community track the number of buildings in the special flood hazard area? If yes, are there any trends?	No
How many repetitive loss (RL) structures does the community have? (List number and type of structure.)	2 residential properties

Floodplain Management	
How many severe repetitive loss (SRL) structures does the community have? (List number and type of structure.)	0
Have any RL/SRL properties been mitigated since the last plan update?	None
Who is responsible for making substantial damage/substantial improvement determinations?	Codes Department
How does the substantial damage/substantial improvement process work in your community?	Building Inspector and City Engineer work on the determination immediately following an event.
Is there sufficient staff and training to make substantial damage/substantial improvement determinations?	Additional Codes staff is required
How are substantial damage/substantial improvement requirements messaged to the public before and after an event?	Not at this time
Have any substantially damaged/substantially improved structures been mitigated since the last plan update?	None
How will the community remain in compliance with the NFIP moving forward? (Simply stating "the community will continue to comply with the NFIP" will not meet FEMA's planning requirements.)	In addition to responding to updates in federal and state regulations regarding flooding, the city will monitor conditions as the climate changes over time, update zoning accordingly, and increase community outreach to affected areas.

Floodplain Mapping	
How does the community support map change requests? This could be requests during the Risk MAP process or through Letters of Map Amendment or Revision.	LOMA process
When did the latest Flood Insurance Rate Map (FIRM) become effective?	2009
When was the latest FIRM adopted?	2009
Is the FIRM and Flood Insurance Study (FIS) report in an accessible location? How would the public get access to their flood map information?	The city utilizes the online FIRM mapping tool.

Floodplain Mapping	
Does the community use any Risk MAP products? If so, describe.	No
Does the community collect updated floodplain data or modeling? Is this shared with partners and with FEMA?	No
Other comments?	None

Flood Insurance and Outreach	
How does the community educate the public on floodplain management and the availability of flood insurance, in and out of the floodplain?	No public outreach
How does the community engage with insurance agents on flood insurance?	Through the Codes Department
Does the community (or state) have flood hazard disclosure laws?	No
How familiar is the public with their flood insurance options?	Unknown
How many properties have flood insurance in the community?	34 policies
Are there any areas where flood insurance is lacking?	Unknown
Other comments?	None

Capability Assessment

Local mitigation capabilities are essential for reducing the impact of hazards on communities. Local authorities can effectively mitigate hazards by leveraging existing authorities, policies, programs, and resources. These capabilities encompass a range of strategies, such as land-use planning, building codes and enforcement, public education and outreach, infrastructure protection, and natural resource protection. Through collaboration with various stakeholders, including emergency management agencies, public works departments, and environmental organizations, local communities can implement comprehensive mitigation efforts to minimize the impact of disasters. Tables 13–19 provide the City of Newburgh’s capabilities.

Planning and Regulatory Capability

A series of jurisdiction capability assessment forms were provided to the community to identify local mitigation capabilities already in place within the City of Newburgh. These policies, programs, and resources can reduce hazard impacts and be used to implement hazard mitigation activities. Table 12 and Table 13 present the City of Newburgh's planning and regulatory capabilities, such as the plans, policies, codes, and ordinances that prevent and reduce the impacts of hazards.

Table 12: Assessment of the Planning Capabilities of the City of Newburgh

Plans	Does the plan address hazards? (Y/N)	How can the plan be used to implement mitigation actions?	When was it last updated? When will it next be updated?
General Plan	Yes	Plan alignment on areas and hazards of concern.	Unknown
Capital Improvement Plan (CIP)	Yes	The CIP lists projects that are concurrent with those in the HMP	2024
Climate Change Adaptation Plan	No	Plan alignment on areas and hazards of concern.	Unknown
Community Wildfire Protection Plan	No	No	Unknown
Economic Development Plan	No	No	Unknown
Land Use Plan	Yes	Plan alignment on areas and hazards of concern.	Unknown
Local Emergency Operations Plan	Yes	Plan alignment on areas and hazards of concern.	Unknown
Stormwater Management Plan	Yes	Plan alignment on areas and hazards of concern.	Unknown
Transportation Plan	No	N/A	N/A
Substantial Damage Plan	No	N/A	N/A
Other? (Describe)	No	N/A	N/A

Table 13: Assessment of the Regulations and Ordinances Capabilities of the City of Newburgh

Regulation/ Ordinance	Does this regulation/ordinance effectively reduce hazard impacts?	Is It adequately administered and enforced?	When was it last updated? when will it next be updated?
Building Code	Yes	Yes	Unknown
Flood Insurance Rate Maps	Yes	Yes	2009
Floodplain Ordinance	Yes	Yes	2009
Subdivision Ordinance	No	Yes	N/A
Zoning Ordinance	No	Yes	N/A
Natural Hazard- Specific Ordinance (Stormwater, Steep Slope, Wildfire)	Yes, Steep Slope	Yes	Unknown
Acquisition of Land for Open Space and Public Recreation Use	Yes	Yes	Unknown
Prohibition of Building in At-Risk Areas	No	N/A	N/A
Other? (Describe)	No	N/A	N/A

Administrative and Technical

Administrative and technical capabilities include staff and their skills. They also include tools that can aid in conducting mitigation actions.

Table 14: Assessment of the Administrative Capabilities of the City of Newburgh

Administrative Capability	In Place? (Y/N)	Is staffing adequate?	Is staff trained on hazards and mitigation?	Is coordination between agencies and staff effective?
Chief Building Official	Yes	Yes	No	Yes
Civil Engineer	Yes	Yes	Yes	Yes
Community Planner	Yes	Yes	Yes	Yes
Emergency Manager	Yes	Yes	Yes	Yes

Administrative Capability	In Place? (Y/N)	Is staffing adequate?	Is staff trained on hazards and mitigation?	Is coordination between agencies and staff effective?
Floodplain Administrator	Yes	Yes	Yes	Yes
Geographic Information System (GIS) Coordinator	Yes	Yes	Yes	Yes
Planning Commission	N/A			
Fire Safe Council	N/A			
Community Emergency Response Team (CERT)	Yes	Yes	Yes	Yes
Active Voluntary Agencies Active in Disasters (VOADs)	No	N/A	N/A	N/A
Other? (Describe)				

Table 15: Assessment of the Technical Capabilities of the City of Newburgh

Technical Capability	In Place? (Y/N)	How has the capability been used to assess/mitigate risk in the past? (Answer or N/A)	How can the capability be used to assess/mitigate risk in the future?
Mitigation Grant Writing	Yes	Yes, obtained FEMA grants	Obtain future grants
Hazard Data and Information	No	N/A	N/A
GIS	Yes	Unknown	Unknown
Mutual Aid Agreements	Yes	Yes	Continued Participation
Other? (Please Describe)	WARN (water supply)	Unknown	Unknown

Financial

Financial capabilities are the resources to fund mitigation actions. Discussing funding and financial capabilities is crucial to determine what kinds of projects are feasible given their cost. Mitigation actions such as outreach programs have lower costs and often use staff time and existing budgets. Other actions, such as earthquake retrofits, could require substantial funding from local, state, and federal partners. Partnerships, including those with entities willing to donate land, supplies, cash, or in-kind matches, can be included.

Table 16: Assessment of the Financial Capabilities of the City of Newburgh

Funding Resource	In Place? (Y/N)	Has this funding resource been used in the past and for what types of activities?	Could this resource be used to fund future mitigation actions?	Can this be used as the local cost match for a federal grant?
Capital Improvement Project Funding	Yes	Yes, various capital improvement projects	Yes	Yes
General Funds	Yes	Yes	Yes	Yes
Hazard Mitigation Grant Program (HMGP/404)	Yes	Unknown	Unknown	Unknown
Building Resilient Infrastructure & Communities (BRIC)	No	Unknown	Unknown	Unknown
Flood Mitigation Assistance (FMA)	No	Unknown	Unknown	Unknown
Public Assistance Mitigation (PA Mitigation/406)	No	Unknown	Unknown	Unknown
Community Development Block Grant (CDBG)	Yes	Yes	Yes	No
Natural Resources Conservation Service (NRCS) Programs	No	N/A	N/A	N/A
U.S. Army Corps of Engineers (USACE) Programs	No	N/A	N/A	N/A

Funding Resource	In Place? (Y/N)	Has this funding resource been used in the past and for what types of activities?	Could this resource be used to fund future mitigation actions?	Can this be used as the local cost match for a federal grant?
Property, Sales, Income, or Special Purpose Taxes	No	N/A	N/A	N/A
Stormwater Utility Fee	No	N/A	N/A	N/A
Fees for Water, Sewer, Gas, or Electric Services	Yes	Yes	Yes	Yes
Impact Fees from New Development and Redevelopment	No	N/A	N/A	N/A
General Obligation or Special Purpose Bonds	Yes	Yes	Yes	Yes
Federal-Funded Programs (Please Describe)	Yes	Yes	Yes	No
State-Funded Programs (Please Describe)	Yes	Yes	Yes	Yes
Private Sector or Nonprofit Programs	No	No	Unknown	Unknown
Other?	No	N/A	N/A	N/A

Education and Outreach

Education and outreach capabilities are programs and methods designed to communicate about and encourage risk reduction. These programs may be run by a participant or a community-based partner. Partners, especially those who work with underserved communities, can help identify additional education and outreach capabilities.

Table 17: Assessment of the Education and Outreach Capabilities of the City of Newburgh

Education and Outreach Capability	In Place? (Y/N)	Does this resource currently incorporate hazard mitigation?	Notes
Community Newsletter(s)	No	N/A	
Hazard Awareness Campaigns (e.g., Firewise, Storm Ready, Severe Weather Awareness Week, School Programs)	No	N/A	
Public Meetings/Events (Please Describe)	Yes	Yes	
Emergency Management Listserv	No	Yes	
Local News	Yes	Yes	
Distributing Hard Copies of Notices (e.g., Public Libraries, Door-to-Door Outreach)	Yes	Yes	
Insurance Disclosures/Outreach	No	N/A	
Organizations That Represent, Advocate for, or Interact with Underserved and Vulnerable Communities (Please Describe)	Yes	Yes	
Social Media (Please Describe)	Yes	Yes	
Other? (Please Describe)			

Opportunities to Expand and/or Improve Capabilities

Actions that can expand and improve existing authorities, plans, policies, and resources for mitigation include budgeting for mitigation actions, passing policies and procedures for mitigation actions, adopting and implementing stricter mitigation regulations, approving mitigation updates, and making additions to existing plans as new needs are identified.

Table 18: Capabilities to Expand or Improve in the City of Newburgh

Capability	Opportunity to Expand and/or Improve
Planning and Regulatory	<ul style="list-style-type: none"> Continue to update plans on schedule to allow alignment of priorities.
Administrative and Technical	<ul style="list-style-type: none"> Additional Codes staff training if floodplain management is necessary.
Financial	<ul style="list-style-type: none"> Increase funding opportunities to mitigate actions identified in plan.
Education and Outreach	<ul style="list-style-type: none"> Increase public awareness about flooding insurance.

Mitigation Strategy

Mitigation Goals

All jurisdictions in Orange County have opted to adopt the same goals.

- Promote disaster-resistant development.
- Build and support local capacity to enable the public to prepare for, respond to, and recover from disasters.
- Reduce the possibility of damages and losses to government-owned assets, including buildings, infrastructure, and protected land.
- Reduce the possibility of damage and losses from all hazards of concern.
- Enhance public safety and reduce flood risks by addressing vulnerabilities associated with high hazard potential dams.
- Prioritize reaching vulnerable populations through targeted outreach strategies and inclusive communication methods.

Prioritization of Mitigation Activities

The STAPLEE method is vital for hazard mitigation planning because it provides a structured, comprehensive approach to prioritizing actions based on their feasibility, impact, and alignment with community goals. By examining social, technical, administrative, political, legal, economic, and

environmental criteria, STAPLEE ensures that the chosen actions are not only effective at reducing hazard risks but also practical to implement and sustain. This method emphasizes balancing costs with benefits, ensuring that resources are allocated to the most impactful actions. Furthermore, STAPLEE promotes community support and stakeholder buy-in, as it prioritizes actions that reflect local values and gain political backing. This holistic approach ultimately fosters more resilient communities, as mitigation actions chosen through STAPLEE are better integrated into local frameworks and supported over the long term. The STAPLEE method is a tool for prioritizing hazard mitigation actions based on seven key criteria, ensuring that the selected actions maximize benefits relative to their costs and align with community goals. Following is a breakdown of the STAPLEE criteria:

1. **Social:** Assesses public support and potential impacts on the community. It considers whether an action aligns with community values and avoids disproportionately affecting any group.
2. **Technical:** Evaluates whether the action is technically feasible and effective in reducing future losses without creating new issues. This ensures that solutions address root causes rather than symptoms.
3. **Administrative:** Reviews available resources, staffing, and maintenance needs to determine if the jurisdiction has the capability to implement and sustain the action.
4. **Political:** Considers political and stakeholder support, including commitment from local leaders and champions, to ensure the action has a stable foundation for success.
5. **Legal:** Confirms the legal authority to conduct the action, checking if current laws and regulations support it or if changes are necessary.
6. **Economic:** Weighs the action's costs against its financial benefits and impact on the local economy, favoring cost-effective solutions that fit within budget constraints.
7. **Environmental:** Considers the environmental impact, ensuring the action aligns with sustainability goals and complies with federal laws, like the National Environmental Policy Act (NEPA), especially when federal funding is involved.

Previous Mitigation Activities

Table 19: Previous Mitigation Activities for the City of Newburgh

#	Project Title	Hazard Addressed	Responsible Agency	Potential Funding Source	Progress
CN-1	Lake Drive culvert replacement	Flood	City of Newburgh Engineering Department	Transportation Improvement Program 20% Match, Bridge NY, FEMA Hazard Mitigation Grant Program (HMGP), FEMA Hazard Mitigation Assistance (HMA)	Completed 2021
CN-2	Install backup generators	Severe thunderstorms, winter storms, earthquakes, wildfires, ice storms, hurricanes/tropical storms, ice jams, extreme temperatures, floods	City of Newburgh Engineering and Fire Dept.	Local Bond Anticipation Note (BAN), FEMA (HMGP, HMA)	Partially completed, bring forward to 2025 plan
CN-3	Walsh Road bridge rehabilitation	Floods	City of Newburgh Engineering	Transportation Improvement Program 20% Match, Bridge NY, FEMA (HMGP, HMA)	Currently under construction. Construction completion in 2025
CN-4	Washington Lake dam reconstruction	Floods	City of Newburgh Engineering and Water Departments	Local BAN, FEMA (HMGP, HMA)	Completed

#	Project Title	Hazard Addressed	Responsible Agency	Potential Funding Source	Progress
CN-5	Citywide emergency communications system	Severe thunderstorms, winter storms, earthquakes, wildfires, ice storms, hurricane/tropical storms, ice jams, extreme temperatures, floods	City of Newburgh Fire Department	Municipal budget, county budget, FEMA (HMGP, HMA)	Bring forward to 2025 plan
CN-6	Develop an emergency operations center	Severe thunderstorms, winter storms, earthquakes, wildfires, ice storms, hurricanes/tropical storms, ice jams, extreme temperatures, floods	City of Newburgh IT and Fire Department	Municipal budget, FEMA (HMGP, HMA)	Bring forward to 2025 plan
CN-7	Silver Stream dam repairs	Floods	City of Newburgh Engineering and Water Department	Local BAN, FEMA (HMGP, HMA)	Currently under construction, scheduled for completion in 2026
CN-8	Mill Street bridge rehabilitation	Floods	City of Newburgh Engineering Department	Local BAN, Bridge NY, FEMA (HMGP, HMA)	Completed
CN-9	Purchase ground penetrating radar	Earthquakes	City of Newburgh Engineering Department	Municipal budget, FEMA (HMGP, HMA)	Bring forward to 2025 plan
CN-10	National Incident Management System (NIMS) training	Severe thunderstorms, winter storms, earthquakes, wildfires, ice storms, hurricanes/tropical storms, ice jams, extreme temperatures, floods	City of Newburgh Fire Department	Municipal budget, FEMA (HMGP, HMA)	Bring forward to 2025 plan
CN-11	Local emergency planning committee training	Severe thunderstorms, winter storms, earthquakes, wildfires, ice storms, hurricanes/tropical	City of Newburgh Fire Department	Municipal budget, FEMA (HMGP, HMA)	Bring forward to 2025 plan

#	Project Title	Hazard Addressed	Responsible Agency	Potential Funding Source	Progress
		storms, ice jams, extreme temperatures, floods			
CN-12	City WWTP flood protection redesign	Floods	City of Newburgh Engineering & Fire Department	Municipal budget (alone), FEMA (HMGP, HMA), Clean Water State Revolving Fund (CWSRF), Water Quality Improvement Project (WQIP)	Currently under construction
CN-13	Secondary access to police building	Severe thunderstorms, severe winter storms	City of Newburgh Engineering Department	New York State Division of Homeland Security and Emergency Services (NYS DHSES), NYS Police grants	Bring forward to 2025 plan
CN-14	Phase 1 sewer separation project	Floods	City of Newburgh Engineering & Water Department	Municipal budget (unable to fund)	Completed
CN-15	Update floodplain maps	Floods	City of Newburgh Engineering & Fire Department	Municipal budget	Ongoing and carry forward
CN-16	Emergency auxiliary water supply pumping station	Drought, floods, earthquakes, hurricanes/tropical storms	City of Newburgh Engineering & Water Department	New York State Environmental Facilities Corporation	Completed

#	Project Title	Hazard Addressed	Responsible Agency	Potential Funding Source	Progress
				(NYSEFC), Drinking Water State Revolving Fund (DWSRF), NYSEFC Water Infrastructure Improvement Act (WIIA)	
CN-17	Newburgh watershed protection plan	Floods, hurricanes/tropical storms	City of Newburgh Engineering & Water Department	New York State Department of Conservation (NYSDEC), Hudson River Estuary Program	Bring forward to 2025 plan

2025 Proposed Mitigation Activities

Table 20: 2025 Proposed Mitigation Activities for the City of Newburgh

#	Project Title	Hazard Addressed	Responsible Agency	Potential Funding Source	Cost Estimate	Project Useful Life	Time Frame	Priority
CN-1	Emergency backup generators Installation: Mitigating loss of public services due to power loss related to certain hazards (City	Severe thunderstorms, winter storms, wildfires, ice storms, hurricanes/tropical storms, ice jams extreme temperatures, floods	City of Newburgh – Engineering Department	FEMA	\$300,000	30 years	Medium-term	Medium

#	Project Title	Hazard Addressed	Responsible Agency	Potential Funding Source	Cost Estimate	Project Useful Life	Time Frame	Priority
	Hall, 123 Grand Street, 401 Washington Street, Armory Unity Center)							
CN-2	Citywide Emergency Communication System Mitigation Retrofit	Severe thunderstorms, winter storms, earthquakes, wildfires, ice storms, hurricanes/tropical storms, ice jams, extreme temperatures, floods	Fire Department	FEMA, municipal budget, county budget	\$500,000	15 years	Medium-term	High
CN-3	Emergency Operations Center Retrofit (EOC): Protecting against hazards that can interrupt continuity of government during disasters	All Hazards; Severe thunderstorms, winter storms, earthquakes, wildfires, ice storms, hurricanes/tropical storms, ice jams, extreme temperatures, floods	Fire Department & Information Technology	FEMA, municipal budget	\$500,000	25 years	Medium-term	High
CN-4	Mapping Underground Utilities: Ground-penetrating radar equipment for detecting subsurface utilities in high risk areas	Earthquakes	Engineering Department, Department of Public Works and Water Department	Municipal budget, Dormitory Authority of the State of New York (DASNY)	\$35,000	15 years	Medium-term	Medium

#	Project Title	Hazard Addressed	Responsible Agency	Potential Funding Source	Cost Estimate	Project Useful Life	Time Frame	Priority
CN-5	Hazard Mitigation Plan Overview Training for City Staff: Plan Integration Workshops	Severe thunderstorms, winter storms, earthquakes, wildfires, ice storms, hurricanes/tropical storms, ice jams, extreme temperatures, floods	Fire Department	FEMA, municipal budget	\$10,000	25 years	Short-term	High
CN-6	Hazard Mitigation Plan Overview For Local Emergency Planning Committee-Cascading Hazard Planning/Integration Workshop	Severe thunderstorms, winter storms, earthquakes, wildfires, ice storms, hurricanes/tropical storms, ice jams, floods	Fire Department	FEMA, municipal budget	\$10,000	25 Years	Short-term	High
CN-7	Drinking Watershed Protection Plan/Code Development/Signage For Protected Areas	Drought, floods, hurricanes/tropical storms	Water Department & Engineering Department	NYSDEC	\$1,000,000	100 years	Medium-term	High
CN-8	Feasibility Study for Retrofit Solutions for bridge carrying Little Britain Road (NY 207) over Quassaick Creek	Floods	Engineering Department	Transportation Improvement Plan (TIP) Orange County Transportation Council (OCTC),	\$7 million	50 years	Medium-term	High

#	Project Title	Hazard Addressed	Responsible Agency	Potential Funding Source	Cost Estimate	Project Useful Life	Time Frame	Priority
				BRIDGENY Grant Funds, New York State Department of Transportation (NYSDOT) Touring Route Funds				
CN-9	Coordination with dam owners within City for assessing monitoring equipment for the dams located in the jurisdiction	Dam Failure	City Board	HHPD FEMA, General Fund	\$150,000	50 years	3-5 years	High
CN-10	Severe Thunderstorms Public Awareness Campaign	Severe Storms	City Board	HMGP, Tax Base	\$500	5 years	1-3 years	High
CN-11	Severe Winter Storms Public Awareness Campaign	Severe Winter Storms	City Board	HMGP, Tax Base	\$500	5 years	1-3 years	High
CN-12	Tornadoes Public Awareness Campaign	Tornadoes	City Board	HMGP, Tax Base	\$500	5 years	1-3 years	High
CN-13	Hurricane/Tropical Storm Public Awareness Campaign	Hurricanes	City Board	HMGP, Tax Base	\$500	5 years	1-3 years	High

#	Project Title	Hazard Addressed	Responsible Agency	Potential Funding Source	Cost Estimate	Project Useful Life	Time Frame	Priority
CN-14	Drought Public Awareness Campaign	Drought	City Board	HMGP, Tax Base	\$500	5 years	1-3 years	High
CN-15	Wildfire Public Awareness Campaign	Wildfire	City Board	HMGP, Tax Base	\$500	5 years	1-3 years	High
CN-16	Ice Jams Public Awareness Campaign	Ice Jams	City Board	HMGP, Tax Base	\$500	5 years	1-3 years	High
CN-17	Flooding Public Awareness Campaign	Flooding	City Board	HMGP, Tax Base	\$500	5 years	1-3 years	High
CN-18	Weather Detection System (Mesonet)	Thunderstorms	City Board	HMGP, EMPG, General funds	\$25,000	25 years	1-3 years	High
CN-19	Cool Corridors for Walking Paths for Pedestrians	Extreme Temperatures	City Board	HMGP, General Funds for Tree Planting	\$500,000	10 years	1-3 years	Low

Table 21: City of Newburgh Critical Infrastructure and Key Resources

Category	Facility Name	CIKR Type	Street #	Street Name
Hazmat Manufacturing/ Storage/Use	Sunoco	Fuel Station	115	Lake Street
Hazmat Manufacturing/ Storage/Use	Sunoco	Fuel Station	510	Broadway
Hazmat Manufacturing/ Storage/Use	Mobil Mart	Fuel Station	310	Broadway
Hazmat Manufacturing/ Storage/Use	Shell	Fuel Station	405	Broadway
Hazmat Manufacturing/ Storage/Use	Urethane Technology Company	Hazmat	59	Temple Avenue
Hazmat Manufacturing/ Storage/Use	Arctic Glacier	Hazmat	225	Lake Street
Hazmat Manufacturing/ Storage/Use	Verizon	Hazmat	220	Liberty Street
Hazmat Manufacturing/ Storage/Use	Propane Mixing Station	Hazmat	Unknown	Renwick & Water Street
High Occupant Habitation	Bourne Apartments	High-rise building	150-154	Smith Street
High Occupant Habitation	UTC High Rise	High-rise building	207	Lake Drive
High Occupant Habitation	Hudson Pointe Apartments	High-rise building	90	Grand Street
High Occupant Habitation	Burton Towers	High-rise building	36	Cerone Place
High Occupant Habitation	Cerone Place	High-rise building	35	Cerone Place
Special Occupant Habitation Private Nonprofit (PNP Facility)	Gidney Avenue Magnet School	Educational facility	300	Gidney Avenue

Category	Facility Name	CIKR Type	Street #	Street Name
Special Occupant Habitation (PNP Facility)	Newburgh Free Academy - Main Campus	Educational facility	201	Fullerton Avenue
Special Occupant Habitation (PNP Facility)	Newburgh Free Academy - North Campus	Educational facility	301	Robinson Avenue
Special Occupant Habitation (PNP Facility)	South Middle School	Educational facility	33-63	Monument Street
Special Occupant Habitation (PNP Facility)	Pre-K Center	Educational facility	191	Washington Street
Special Occupant Habitation (PNP Facility)	Horizons-on-the-Hudson Magnet School	Educational facility	137	Montgomery Street
Special Occupant Habitation (PNP Facility)	Bishop Dunn Memorial School	Educational facility	50	Gidney Avenue
Special Occupant Habitation (PNP Facility)	Nora Cronin Presentation Academy	Educational facility	120	South Street
Special Occupant Habitation (PNP Facility)	San Miguel Academy of Newburgh	Educational facility	Unknown	Renwick Street

RESOLUTION NO.: _____ - 2026

OF

APRIL 13, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A SALES ORDER AGREEMENT AND PRODUCT SCHEDULE
WITH RICOH USA, INC. FOR A NEW COPIER IN THE CITY CLERK'S OFFICE
AT A COST OF \$437.79 PER MONTH FOR 48 MONTHS**

WHEREAS, the City Clerk's Office requires a replacement copier to perform statutory duties, assigned tasks and day-to-day operations; and

WHEREAS, the City is a party to a Master Lease Agreement with Ricoh USA, Inc. for copiers and other office equipment and the replacement cost for the new copier is \$437.79 per month for 48 months; and

WHEREAS, such funds are established and shall be derived from A.1670.0400; and

WHEREAS, this Council has reviewed the sales order and product schedule agreement and has determined the agreements are in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to execute a sales order and product schedule agreement for a replacement copier in the City Clerk's Office at a cost of \$437.79 per month for 48 months with Ricoh USA, Inc.

RESOLUTION NO.: _____ - 2026

OF

APRIL 13, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A MASTER LEASE AGREEMENT AND SERVICE ORDER
WITH RICOH USA, INC. FOR A NEW PRINTER FOR
THE POLICE DEPARTMENT AT A COST OF \$137.46 PER MONTH
FOR A PERIOD OF 48 MONTHS**

WHEREAS, the Police Department requires a new printer for use in the Juvenile Room to perform their statutory duties, assigned tasks and day-to-day operations; and

WHEREAS, the Master Lease Agreement and Service Order provide a monthly cost of the printer and related equipment of \$137.46 for a period of 48 months; and

WHEREAS, such funds are established and shall be derived from Budget Line A.1670.0400; and

WHEREAS, a copy of said Master Lease Agreement and Service Order is attached hereto; and

WHEREAS, this Council has reviewed such agreement and has determined that it is in the best interests of the City of Newburgh to enter into such agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to execute a Master Lease Agreement and Service Order with Ricoh USA, Inc. in substantially the same form as annexed hereto for a new printer and related services for the Police Department according to the terms therein stated at the cost of \$137.46 per month for 48 months.

RESOLUTION NO.: _____ - 2026

OF

APRIL 13, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND ENTER INTO AN AGREEMENT WITH CJS ENGINEERING SERVICES, PC FOR
PROFESSIONAL SERVICES IN CONNECTION WITH
CHEMICAL BULK STORAGE COMPLIANCE IN THE WATER DEPARTMENT
AT A COST OF \$2,600.00**

WHEREAS, the City of Newburgh is required to comply with New York State Department of Environmental Conservation Chemical Bulk Storage regulations issued under Article 40 of the NYS Environmental Conservation Law; and

WHEREAS, CJS Engineering Services, PC has provided proposal for professional engineering services associated with the 4 chemical bulk storage tanks located at the City of Newburgh Water Treatment Plant; and

WHEREAS, the cost for these services will be \$2,600.00 and funding shall be derived from the F 8330.0448; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such work 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 hereby is authorized to accept a proposal and enter into an agreement with CJS Engineering Services, PC for professional engineering services related to Chemical Bulk Storage compliance at the Water Treatment Plant at a cost of \$2,600.00.

CJS ENGINEERING, PC
323 Glen Cove Avenue, Box #1
Sea Cliff, NY 11579
516-674-0101 • 516-674-4719 • CScolaro@cjs-inc.com

March 5, 2026

Wayne Vradenburgh
City of Newburgh
493 Little Britain Road
Newburgh, NY 12550

Re: Chemical Bulk Storage
Spill Prevention Report and Inspection Proposal

Dear Wayne:

We are pleased to provide this proposal for engineering inspection services associated with the four (4) registered chemical bulk storage tanks located at the City of Newburgh Water Treatment Plant. These tanks include two 3,000-gallon and two 300-gallon tanks for storage of sodium hypochlorite. The New York State Department of Environmental Conservation (NYSDEC) regulates these tanks under 6 NYCRR Parts 596 through 599, and requires that annual and five-year inspections be performed. This proposal outlines the services offered to meet the annual inspection requirements.

PROPOSED SERVICES

The services to be provided are described below:

- 1 **Annual Inspection:** 6NYCRR Part 598.7 (b) requires that all aboveground chemical storage tanks and piping be inspected annually by a licensed engineer or “qualified person”. This is a visual inspection that includes the following:
 - a. Checking of equipment, structures and foundations for excessive wear or damage.
 - b. Reviewing compliance with Parts 598 and 599 of the NYS DEC regulations.
 - c. Checking for cracks, areas of wear, corrosion, poor maintenance and operating practices, excessive settlement, malfunctioning equipment, safety interlocks, safety trips, and monitoring, warning or gauging equipment that may not be operating properly.
 - d. Checking secondary containment systems for erosion, cracks, evidence of releases, excessive settlement, and structural weaknesses.
 - e. Checking the adequacy of exterior coatings, corrosion protection systems, exterior welds, foundations, spill control equipment, emergency response equipment and fire extinguishing equipment.

March 5, 2026

Wayne Vradenburgh
City of Newburgh

- 2 **CBS - Spill Prevention Report (SPR):** The current SPR will be reviewed, updated, and revised to meet 6NYCRR Part 598.1.
- 3 **Summary Reports & Attachments:** Reports summarizing the results of each inspection, with updated pages for the SPR, and a stamped and sealed Certification Statement, will be provided.

PROPOSED COMPENSATION

CJS proposes to provide the above services for a lump sum fee of \$2,600.

All billings will be submitted at the completion of the work and payment is expected within 30 days. The inspection report should be available within 3 to 4 weeks after the inspection.

Thank you for the opportunity to present our Proposal. Should you have any questions or require additional information, please do not hesitate to contact us.

To accept this proposal, please sign and return one copy.

Very truly yours,

CJS ENGINEERING, PC



Charles Scolaro, P.E.
Principal

ACCEPTED BY: _____
TITLE: _____
DATE: _____
P.O. NUMBER: _____

RESOLUTION NO.: _____ - 2026

OF

APRIL 13, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
A PROPOSAL AND EXECUTE AN AGREEMENT WITH
SOLITUDE LAKE MANAGEMENT FOR PROFESSIONAL SERVICES FOR
WATER QUALITY SAMPLING AND ANALYSIS OF BROWNS POND
AT A COST OF \$12,824.00**

WHEREAS, the City of Newburgh needs to monitor water quality at Browns Pond for potential harmful algal blooms as the City's back up water supply; and

WHEREAS, a water quality monitoring program will focus on proactive management of monitoring for potential harmful algal blooms; and

WHEREAS, Solitude Lake Management has submitted a proposal for professional services related to water quality sampling and analysis of Browns Pond; and

WHEREAS, the cost for such professional services will be \$12,824.00 and funding shall be derived from F.8333.0448; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such work would be in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Solitude Lake Management for professional services related to a Water Quality Sampling and Analysis Program for Browns Pond at a cost of \$12,824.00.

SERVICES AGREEMENT

PROPERTY NAME: City of Newburgh - Acct #: N0074

CUSTOMER NAME: City of Newburgh

SERVICE DESCRIPTION: Annual Maintenance Service Renewal for Water Quality Testing at Browns Pond

EFFECTIVE DATE: May 1, 2026 through December 31, 2026

SUBMITTED TO: Wayne Vradenburgh

SUBMITTED BY: Camila Morao

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.

2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").

3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B. Prices are subject to annual increases. SOLitude will notify the Customer in writing (which may be by invoice) of such increases.

4. **PAYMENT.** Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.

5. **TERM AND EXPIRATION.** This Agreement shall commence on the Effective Date and shall remain in effect for an initial term of eight (8) month(s) (the "Initial Term"). Thereafter, this Agreement shall automatically renew under the



same terms, conditions and specifications as set forth by this Agreement and for the same period of time as the Initial Term (each an "Additional Term") (the "Initial Term" and each "Additional Term" thereafter are collectively referred to herein as the "Term") unless either party gives written notice of cancellation thirty (30) days prior to the termination date of the Term then in effect. The parties understand and agree that the prices for each Additional Term shall automatically increase by six percent (6%) of then current annual pricing. SOLitude reserves the right to increase the amount charged for the Services. Such increase shall be communicated by written notice to the Customer, which notice may be by invoice. Customer may reject any such additional increase by notifying SOLitude in writing within fifteen (15) days of receiving such price increase notice.

6. TERMINATION. SOLitude may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Customer. Subject to Sec. 7, in the event that this Agreement is terminated for any reason prior to the end of the Term, Customer agrees to pay SOLitude, in addition to all other amounts owed, an early termination fee of fifty percent (50%) of the remaining value of the Agreement (the "Early Termination Fee"). The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Agreement in which the Customer's pricing plan is based.

7. TERMINATION FOR CAUSE. If SOLitude fails to materially perform pursuant to the terms of this Agreement, Customer shall provide written notice to SOLitude specifying the default. If SOLitude does not cure such default within forty-five (45) days of SOLitude's receipt of Customer's written notice, Customer may terminate this Agreement, in whole or in part, for cause. The Company, in case of such default, shall be entitled to receive payment only for work completed prior to said default, so long as the total paid hereunder does not exceed the contract sum. Either party may terminate this Agreement immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.

9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.

10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available



in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

11. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

12. RIGHT TO SUBCONTRACT. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

15. E-VERIFY. SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be



resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.

18. **ASSIGNMENT.** The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

19. **NOTICES.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.



21. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.



ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

City of Newburgh

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

Customer's Address for Notice Purposes:

**SOLitude Lake Management, LLC
1320 Brookwood Drive Suite H
Little Rock AR 72202**

Please Mail All Notices and Agreements to:

**SOLitude Lake Management, LLC
1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451**



SCHEDULE A – SCOPE OF SERVICES

A SOLitude Aquatic Specialist will visit the site and inspect the Browns Pond for Water Quality Sampling and Analysis during the months of May, June, July, August, September, and October. Phytoplankton Analysis and Microcystin Testing will be performed May through December.

Water Quality Sampling and Analysis:

1. Water quality assessments are to be conducted at Brown's Pond throughout the season. Two (2) sampling stations will be established, a north station and a south station. All stations will be GPS-referenced.
2. All sampling will be conducted with a gas-powered motor boat.
3. At each station the following parameters will be measured on each date in situ:

Water Temperature	Dissolved Oxygen
pH	Water Clarity
Alkalinity	Total Hardness
4. In 2025, phycocyanin (a pigment produced by cyanobacteria) data will also be collected at both sites using a calibrated meter. At the deep-water station, a temperature/dissolved oxygen profile (2-foot intervals) will be performed. The following samples would be collected for analysis at a verified analytical laboratory:

Total Phosphorus	Total Nitrogen
Nitrate	Total Suspended Solids
Chlorophyll A	Conductivity
5. Results of the tests will be emailed two to three (2-3) weeks after field collection.

Phytoplankton Analysis:

1. Phytoplankton samples will be collected at each station on all sampling dates. Samples will be sand filtered and microscopically identified to genus level (natural units/ml), and enumeration will be performed at a SOLitude lab in Washington, NJ. Phytoplankton results will be provided with forty-eight (48) hours of collection.
2. Samples will be collected by the client (a week after the sampling event) and mailed overnight to SOLitude's lab for analysis. Samples should be collected in 1-liter plastic jars, labeled with proper identification, and refrigerated during shipment. A visibility measurement taken with a secchi disk should accompany each sample.
3. Additional Phytoplankton testing and treatments if needed outside of the above scope of work are available and outlined on the additional separate Task Contract.

Microcystin Testing:

1. A water sample will be collected during each sampling event to measure for the algal toxin Microcystin, utilizing the Abraxis Algal Toxin Test Strip Kit. Results will be reported with twenty-four (24) hours of collection.

Service Reporting:

1. Customer will be provided with a service report detailing all of the work performed as part of this Agreement after each visit.



Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this Agreement where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this Agreement will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment



(boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.

7. Any technician visit that will require the application of any pesticide (to include herbicides and algaecides) must be scheduled by the Wednesday prior to the week of the visit.



SCHEDULE B – PRICING SCHEDULE

Total Price: **\$12,824.00**

Invoice Amount: **\$1,603.00**

Invoice Frequency: **Monthly**

RESOLUTION NO.: _____ - 2026

OF

APRIL 13, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
A PROPOSAL AND EXECUTE AN AGREEMENT WITH
SOLITUDE LAKE MANAGEMENT FOR PROFESSIONAL SERVICES FOR
ALGAE TREATMENT AT BROWNS POND
AT A COST OF \$3,691.00 PER TREATMENT**

WHEREAS, the City of Newburgh needs to monitor water quality at Browns Pond for potential harmful algal blooms; and

WHEREAS, Solitude Lake Management has submitted a proposal for professional services related to water quality monitoring and treatment for harmful algal blooms that may impact the water quality; and

WHEREAS, the cost of each service will be \$3,691.00 and funding for such services shall be derived from F.8320.0448; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such services are in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Solitude Lake Management for professional services related to water quality monitoring and treatment for harmful algal blooms at Browns Pond at a cost of \$3,691.00 per treatment.

SERVICES AGREEMENT

PROPERTY NAME: City of Newburgh

CUSTOMER NAME: **City of Newburgh**

SERVICE DESCRIPTION: 2026 As Needed Pond treatment services at Browns Pond

EFFECTIVE DATE: **January 9, 2026**

SUBMITTED TO: Wayne Vradenburgh

SUBMITTED BY: LisaMarie Strawser, Sales Support Administrator

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.
2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").
3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.
4. **PAYMENT.** SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.



5. TERM AND EXPIRATION. This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.
6. TERMINATION. In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.
7. RESERVED.
8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.
9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.
10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably



and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

11. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

12. RIGHT TO SUBCONTRACT. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

15. E-VERIFY. SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.



18. ASSIGNMENT. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

19. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

21. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE]



By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

CITY OF NEWBURGH

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

Customer's Address for Notice Purposes:

*SOLitude Lake Management, LLC
1320 Brookwood Drive Suite H
Little Rock AR 72202*

Please Mail All Notices and Agreements to:

*SOLitude Lake Management, LLC
1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451*



SCHEDULE A – SCOPE OF SERVICES

Task 1: Algae Treatment:

1. As needed, Algae found in the pond at the time of application, shall be treated and controlled through the application of Copper Sulfate.
2. Water use restrictions will be posted in the vicinity at the time of treatment. The customer is responsible for removal of any treatment posting upon completion.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this Agreement where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.



4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this Agreement will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.



SCHEDULE B – PRICING SCHEDULE

Total Price: **\$3,691.00** Price is valid for 60 days from the Effective Date. **Upon request of as needed services, an amendment will be sent to the customer for signature.**

Due upon completion of each Task:

Task 1: (Algae Treatment)	\$3,691.00	(Per Treatment As Needed)
---------------------------	------------	---------------------------

RESOLUTION NO.: _____-2026

OF

APRIL 13, 2026

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO
M & M CONSTRUCTION TO THE PREMISES KNOWN AS
56 GROVE STREET (N/K/A 60 GROVE STREET) (SECTION 26, BLOCK 7, LOT 17)**

WHEREAS, on September 12, 1984, the City of Newburgh conveyed property located at 56 Grove Street (n/k/a 60 Grove Street), being more accurately described on the official Tax Map of the City of Newburgh as Section 26, Block 7, Lot 17, to M & M Construction; and

WHEREAS, the title company acting on behalf of the current owners, 76 Grove Street LLC (Lisa Cassas, managing member), has requested a release of the restrictive covenants contained in the deed from the City of Newburgh; and

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

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

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 56 Grove Street (n/k/a 60 Grove Street), Section 26, Block 7, Lot 17 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated September 12, 1984, from THE CITY OF NEWBURGH to M & M CONSTRUCTION, recorded in the Orange County Clerk's Office on December 20, 1984, in Book 2311, Page 289 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2026

THE CITY OF NEWBURGH

By: _____
Jason Morris, Interim City Manager
Pursuant to Res. No.: _____-2026

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

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

Notary Public

RESOLUTION NO. _____ - 2026

OF

APRIL 13, 2026

**A RESOLUTION AUTHORIZING THE EXTENSION OF TIME TO CLOSE TITLE
TO PROPERTY LOCATED AT 30 BENKARD AVENUE (SECTION 45, BLOCK 4, LOT 15)**

WHEREAS, by Resolution No.: 227-2025 of October 14, 2025, the Council of the City of Newburgh, New York, authorized the sale of 30 Benkard Avenue (Section 45, Block 4, Lot 15) to George Keyer III; and

WHEREAS, the purchaser requested a 60-day extension of time to close title for the purpose of completing his financing requirements, and the City Manager granted the request to extend the time to close title until March 17, 2026; and

WHEREAS, the purchaser has been diligently pursuing financing requirements and meeting financing conditions for the purchase of the property; and

WHEREAS, the purchaser has requested additional time to close title to the property; and

WHEREAS, this Council has determined that granting such request 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 an extension of time to close title for the property located at 30 Benkard Avenue is hereby authorized until June 19, 2026.

RESOLUTION NO.: 227 - 2025

OF

OCTOBER 14, 2025

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 30 BENKARD AVENUE (SECTION 45, BLOCK 4, LOT 15)
AT PRIVATE SALE TO GEORGE KEYER III FOR THE AMOUNT OF \$130,000.00

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell a parcel of real property identified as 30 Benkard Avenue, being more accurately described as Section 45, Block 4, Lot 15 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,


NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before Friday, January 16, 2026, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
30 Benkard Avenue	45 - 4 - 15	George Keyer III	\$130,000.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

I, Katrina Cotten, City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held Oct. 14, 2025 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 15th day of Oct. 2025


City Clerk

Giuseppina “Pina” Lita, Esq.

1136 Route 9
LL2
Wappingers Falls, NY 12590

PO Box 73
Stormville, NY 12582

Tel: 845-418-6133
Fax: 845-704-0755
GLita@LitaLaw.com

March 17, 2026

Jeremy Kaufman
Assistant Corporation Counsel
City of Newburgh - City Hall
83 Broadway
Newburgh, NY 12550

Re: City of Newburgh to George Keyer III
30 Benkard Avenue, Section 45, Block 4, Lot 15

Dear Mr. Kaufman:

Regarding the above matter, I am requesting an extension of time to close for a period of sixty-five (65) days.

This transaction is still proceeding; we had a prior title issue, which has now been resolved and as such we now have a title company willing to insure the transaction.

Additionally, the lender is pending FHA approval. The lender requires closing after the one year anniversary of Mr. Keyer’s full-time employment with the City of Newburgh Police Department.

We are pending an appraisal that will show the value of the premises after rehabilitation/repairs.

Once we have the commitment/approval letter from the lender, we will forward you a copy.

Very Truly Yours,


Giuseppina “Pina” Lita, Esq.

Cc: George Keyer

RESOLUTION NO.: _____ - 2026

OF

APRIL 13, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER OR POLICE CHIEF,
AS MANAGER'S DESIGNEE, TO EXECUTE AN INTER-MUNICIPAL AGREEMENT
WITH THE COUNTY OF ORANGE CONFIRMING CITY OF NEWBURGH
PARTICIPATION IN THE STOP-DWI PROGRAM FOR THE ENFORCEMENT PERIOD
OF MARCH 11, 2026 TO JANUARY 1, 2027 AND TO ACCEPT AN AWARD NOT TO
EXCEED \$1,000.00 FOR THE FIRST ENFORCEMENT PERIOD OF 2026
(MARCH 11, 2026 - JUNE 1, 2026)**

WHEREAS, the County of Orange (hereinafter "County") has provided the City of Newburgh (hereinafter "City") with an Inter-Municipal Agreement for a full year of participation to provide for the funding of the STOP-DWI Program within the City of Newburgh and an award notification for the enforcement period of March 11, 2026 and ending January 1, 2027; and

WHEREAS, the City of Newburgh agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows: First Enforcement Period - March 11, 2026 through June 1, 2026, which includes St. Patrick's Day and the Memorial Day holiday weekend; Second Enforcement Period - July 1, 2026 through September 8, 2026, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns; and the Third Enforcement Period - November 10, 2026 through January 1, 2027, which includes Thanksgiving, Christmas and New Year's holiday enforcement campaigns; and

WHEREAS, the County shall reimburse the City of Newburgh for increased patrol and court time in connection with enhanced enforcement of laws prohibiting driving while intoxicated; and

WHEREAS, based on the data submittals submitted for the prior year the City of Newburgh is eligible for an award not to exceed \$1,000.00 for the first enforcement period; and

WHEREAS, the County will notify the City in writing of its eligibility for awards, if any, for the second and third enforcement periods of 2026 by a separate written award letter prior to the commencement of each such enforcement period; and

WHEREAS, this Council has determined that entering into such agreement 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, or Police Chief, as Manager's designee, be and he is hereby authorized

to execute an Inter-Municipal Agreement with the County of Orange confirming the City's participation in the STOP-DWI Program for the period March 11, 2026 through January 1, 2027 in order to fund the additional cost of stepped-up police patrols and related court appearances and providing the City of Newburgh with an award not to exceed \$1,000.00 for the First Enforcement Period of 2026 (March 11, 2026 through June 1, 2026); and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh, New York that the City Manager, or Police Chief as Manager's designee, be and he is hereby authorized to accept subsequent awards for the Second Enforcement Period (July 1, 2026 through September 8, 2026) and Third Enforcement Period (November 10, 2026 through January 1, 2027) covered by the 2026 STOP-DWI Agreement; and to execute all necessary documents to receive and comply with the terms of such Agreement and to carry out the program funded thereby.

ORANGE COUNTY, NEW YORK



STOP-DWI / Traffic Safety Programs
22 Wells Farm Road
Goshen, New York 10924
845-615-0566



Steven M. Neuhaus
County Executive

Coordinator
Robert Doss
Deputy Commissioner
OC Emergency Services

Administrator
John Jones



TO: CITY OF NEWBURGH POLICE DEPARTMENT

FROM: Robert Doss, Deputy Commissioner/Orange County STOP-DWI Coordinator

DATE: March 7, 2026

Enclosed is your department's contract for the 2026 STOP-DWI (Regular) enforcement patrol year funding **beginning on March 11, 2026, and ending on January 1, 2027**. The contract is for participation for the **full year**. The enclosed contract indicates the **Not-to-Exceed dollar amount** for the 1st Period beginning on March 11, 2026, and ending on June 1, 2026, in the amount of **\$1000**. **The contract no longer includes a limit on the number of hours you may use**. You will be subsequently notified by letter of the awarded amount of the total dollars for the 2nd and 3rd periods of the year. Please review the attached Schedule A of the contract for enforcement dates and reimbursement requirements.

Please sign and return this contract at your earliest convenience to ensure that your department can participate in the enforcement period. **A BOARD-CERTIFIED RESOLUTION IS REQUIRED FOR THE ACCEPTANCE OF THIS CONTRACT AS WELL AS FOR THE AUTHORIZATION OF A DESIGNATED OFFICIAL TO EXECUTE THE CONTRACT FOR YOUR MUNICIPALITY.**

PLEASE NOTE THAT ARTICLE 17. SIGNATURES ALLOWS FOR A MANUALLY SIGNED COPY OF THIS AGREEMENT TO BE DELIVERED BY EMAIL TO csaccone@orangecountygov.com OR OTHER MEANS OF ELECTRONIC TRANSMISSION.

Also included in the mailing is a completion packet containing:

- Enforcement Patrol Sheet (Copy as needed)
- Patrol Summary Sheet – To be completed at the end of the enforcement period by compiling all Patrol Sheets.
- Final Reimbursement Claim Form – To include participating officers' names, hours and salary/overtime costs per patrol shift. **The maximum reimbursement will be time and one-half based on the participating officer's hourly salary rates and no hourly rate higher than that of your department's highest paid Sergeant will be approved.**

If you have any questions, please do not hesitate to contact me.

Your officers are the front line of defense in keeping our roadways safe from impaired and intoxicated drivers. On behalf of County Executive, Steven Neuhaus and Orange County's STOP-DWI Program, thank you to you and your officers for your commitment to patrolling and protecting the County.



INTER-MUNICIPAL AGREEMENT

THIS INTER-MUNICIPAL AGREEMENT (“IMA”) is entered into this 11th day of March, 2026, by and between the **COUNTY OF ORANGE**, a County of the State of New York, with its principal offices at 255-275 Main Street, Goshen, New York, by and through its Department of Emergency Services (“COUNTY”), and the **CITY OF NEWBURGH**, a City of the State of New York, with its principal offices at 55 Broadway, Newburgh, NY 12550 by and through its Police Department (“MUNICIPALITY”).

ARTICLE 1. SCOPE OF AGREEMENT

The COUNTY is a municipal corporation chartered under the authority of the State of New York. Among other powers and duties, the COUNTY, by and through its Department of Emergency Services, administers the COUNTY’s Special Traffic Options Program for Driving While Intoxicated in accordance with New York State Vehicle and Traffic Law Section 1197 (“STOP DWI Program”). The purpose of the STOP DWI Program is to coordinate and fund Orange County’s town, city, and village efforts to reduce alcohol-related traffic injuries and fatalities. To facilitate this goal the COUNTY and the MUNICIPALITY recognize that police patrol enforcement campaigns are an effective tool towards ensuring safe and sober roadways.

It is the intention of the COUNTY, in order to carry out the goals of the STOP DWI Program, to award to the MUNICIPALITY funds in the manner set forth on Schedule A to be used solely to reimburse the MUNICIPALITY for man-hours dedicated to enforcement campaigns during the applicable campaign periods as more particularly described on Schedule A. The expenditure of these funds and all activity of the MUNICIPALITY relating to such funds, shall be in full compliance with the terms and conditions of this IMA and federal, State of New York (“State”), and local laws.

ARTICLE 2. TERM OF AGREEMENT

The term of this IMA shall commence on March 11, 2026 and end January 1, 2027.

ARTICLE 3. PROCUREMENT OF AGREEMENT

The MUNICIPALITY represents and warrants that no person or selling agency has been employed or retained by the MUNICIPALITY to solicit or secure this IMA upon an agreement for, or upon an understanding of, a commission, percentage, a brokerage fee, contingent fee

or any other compensation. The MUNICIPALITY further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The MUNICIPALITY makes such representations and warranties to induce the COUNTY to enter into this IMA and the COUNTY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to immediately recover the funds paid hereunder from the MUNICIPALITY. This remedy, if effected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY’s right to claim damages or to take any other action provided for by law or pursuant to this IMA.

ARTICLE 4. CONFLICT OF INTEREST

The MUNICIPALITY represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have an interest, and shall not acquire an interest, directly or indirectly which would or may conflict in any manner or degree with the performance of this IMA. The MUNICIPALITY further represents and warrants that in the performance of this IMA, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this IMA or in the proceeds thereof, unless such person (1) is required by the Orange County Ethics Law, as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure form to include his/her interest in this IMA, or (3) submits such a Disclosure form and (a) discloses his/her interest in this IMA, or (b)

seeks a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to recover the funds. This remedy, if elected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or otherwise refuse payment to or to take any other action provided for by law in equity or, pursuant to this IMA.

ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

No party shall assign any of its rights, interest, or obligations under this IMA, or enter into a sub-contract relating to the funds, without the prior written consent of the COUNTY.

ARTICLE 6. BOOKS AND RECORDS

The MUNICIPALITY agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IMA.

The MUNICIPALITY shall, within five (5) business days written notice from the COUNTY, have all records associated with the funds awarded and the enforcement campaigns available for a physical inspection and/or audit by the COUNTY.

ARTICLE 7. RETENTION OF RECORDS

MUNICIPALITY agrees to retain all books, records and other documents relevant to this IMA for six (6) years after the funds are delivered. The COUNTY, or any State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 8. AUDIT BY THE COUNTY AND OTHERS

All claimant certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said claimant's certification forms or invoices are based are subject to audit by the COUNTY. The MUNICIPALITY shall submit any and all documentation and justification in support of expenditures or fees under this IMA as may be required

by the COUNTY, so that it may evaluate the reasonableness of the charges, and the MUNICIPALITY shall make its records available to the COUNTY upon request. All books, claimant's certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. The MUNICIPALITY shall not be entitled to any interim or final payment under this IMA if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 9. INDEMNIFICATION

The MUNICIPALITY agrees to defend, indemnify and hold harmless the COUNTY, its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including reasonable attorney fees and costs of litigation and/or settlement) arising out of any act or omission of the MUNICIPALITY, its employees, representatives, subcontractor, assignees, or agents, relating to this IMA or the funds.

ARTICLE 10. TERMINATION

The COUNTY may, by written notice to the MUNICIPALITY, effective upon mailing, terminate this IMA in whole or in part at any time (i) for the COUNTY's convenience, (ii) upon the failure of the MUNICIPALITY to comply with any of the terms or conditions of this IMA, or (iii) upon the MUNICIPALITY becoming insolvent or bankrupt.

Upon termination of this IMA, the MUNICIPALITY shall comply with any and all COUNTY closeout procedures, including, but not limited to, (i) accounting for and refunding to the COUNTY within thirty (30) days, any unexpended funds which have been paid and/or transferred to MUNICIPALITY pursuant to this IMA; and (ii) furnishing within thirty (30) days an inventory to the COUNTY of all equipment, appurtenances and property purchased by MUNICIPALITY through or provided under this IMA, and carrying out any COUNTY directive concerning the disposition thereof.

Notwithstanding any other provision of this IMA, the MUNICIPALITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the MUNICIPALITY's breach of this IMA or failure to perform in accordance with applicable standards.

Any rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this IMA.

ARTICLE 11. GENERAL RELEASE

The acceptance by the MUNICIPALITY, or its assignees, of the funds and of the terms of this IMA, shall constitute, and operate as a general release in favor of the COUNTY, from any and all claims of the MUNICIPALITY arising out of the performance of this IMA.

ARTICLE 12. SET-OFF RIGHTS

The COUNTY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the COUNTY's right to withhold for the purposes of set-off any monies otherwise due to the MUNICIPALITY (i) under any other agreement or contract with the COUNTY, including any agreement or contract commencing prior to or after the term of this IMA, or (ii) from the COUNTY by operation of law.

ARTICLE 13. GOVERNING LAW

This IMA shall be governed by the laws of the State of New York. The MUNICIPALITY shall utilize the funds in accordance with this IMA and applicable provisions of all federal, State, and local laws, rules, and regulations.

ARTICLE 14. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this IMA, including Schedule A and each award letter, which supersedes any other understandings or writings between or among the parties.

ARTICLE 15. MODIFICATION

No amendment or modification of any of the terms and/or conditions of this IMA shall be valid unless reduced to writing and signed by both parties. The COUNTY shall not be bound by any changes made to this IMA that is not made in compliance with the above, and which imposes on the COUNTY any financial obligation. Unless otherwise specifically provided for therein, the provisions of this IMA shall apply with full force and effect to any such amendment, modification or change order.

ARTICLE 16. SEXUAL HARASSMENT CERTIFICATION

Pursuant to State of New York State Finance Law §139-l, by execution of this IMA, the MUNICIPALITY and the individual signing this IMA on behalf of the MUNICIPALITY certifies, under penalty of perjury, that the MUNICIPALITY has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the State of New York Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at:

<https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

The COUNTY's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the COUNTY's website at:

<https://www.orangecountygov.com/1137/Human-Resources>.

ARTICLE 17. SIGNATURES

A manually signed copy of this IMA delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal force and effect as delivery of an original signed copy of this IMA.

IN WITNESS THEREOF, the parties hereto have executed this IMA as of the date set forth above.

COUNTY OF ORANGE

MUNICIPALITY

By: _____
Steven M. Neuhaus
County Executive

By: _____
Name: _____
Title: _____

DATE: _____

DATE: _____

SCHEDULE A-1
NEW YORK STATE VEHICLE AND TRAFFIC LAW §1197 FUNDS

ENFORCEMENT CAMPAIGNS/AGREEMENT TO PARTICIPATE.

MUNICIPALITY agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows:

First Enforcement Period – March 11, 2026 through June 1, 2026, which includes St. Patrick’s Day and the Memorial Day holiday weekend.

Second Enforcement Period – July 1, 2026 through September 8, 2026, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns.

Third Enforcement Period –November 10, 2026 through January 1, 2027, which includes Thanksgiving, Christmas, and the New Year’s holidays enforcement campaigns.

Each of the three (3) enforcement campaigns coincides with state and national enforcement campaign efforts.

DATA SUBMITTAL.

MUNICIPALITY agrees to deliver to the COUNTY enforcement activity data in the form provided by the COUNTY, in its sole discretion, and required to be completed by the COUNTY, no later than ten (10) calendar days after the end of each enforcement period. Failure to timely submit the data may result in the MUNICIPALITY receiving the calculated minimum amount of hours/dollars for the next succeeding enforcement period or no award at all.

AWARD OF FUNDS.

Provided that MUNICIPALITY has performed in accordance with the terms of this IMA, the COUNTY, to the extent that funds are appropriated and available, will make up to three (3) awards of funds to support the MUNICIPALITY’s STOP DWI Program enforcement campaigns. Each such award shall be data driven based upon the data submitted by the MUNICIPALITY to the COUNTY for enforcement activities occurring during the preceding enforcement period.

FIRST ENFORCEMENT PERIOD AWARD.

Based on data submittals from the MUNICIPALITY for the prior enforcement period November 11, 2025 through January 1, 2026, which submittals were required to be submitted to the COUNTY pursuant to a separate IMA between MUNICIPALITY and COUNTY, MUNICIPALITY is eligible for an award not to exceed **\$1000 for the first enforcement period of 2026**. The actual award payment to MUNICIPALITY shall be that amount earned as a result of man-hours expended by the MUNICIPALITY for STOP DWI Program enforcement activities during each preceding enforcement period as supported by the data submitted by the MUNICIPALITY.

WRITTEN NOTIFICATION OF AWARDS FOR THE SECOND AND THIRD ENFORCEMENT PERIODS OF 2026.

COUNTY will notify MUNICIPALITY in writing of its eligibility for awards, if any, for the second and third enforcement period of 2026 by a separate written award letter delivered to MUNICIPALITY prior to the commencement of such enforcement period. Each award letter shall state a not to exceed dollar value of the funds available to the MUNICIPALITY for reimbursement of man hours expended operating enforcement patrols during the applicable enforcement period and shall be annexed to and made a part of this IMA.

RESOLUTION NO.: _____ - 2026

OF

APRIL 13, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF ORANGE
FOR THE SUMMER YOUTH EMPLOYMENT AND TRAINING PROGRAM TO
PROVIDE YOUNG PEOPLE TO WORK FOR THE CITY OF NEWBURGH
FOR THE SUMMER OF 2026**

WHEREAS, the County of Orange is once again offering a Summer Youth Employment and Training Program for the purpose of providing meaningful work experience for participants; and

WHEREAS, the City of Newburgh proposes to apply for at least 5 youth participants for positions in the Code Compliance Bureau and Water Department and for additional participants for other departments as may be proposed before the application deadline of April 30, 2026; and

WHEREAS, this Council finds that entering into an agreement with Orange County for this purpose 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 an agreement and other necessary documents with the County of Orange in order to participate in the Summer Youth Employment and Training Program which provides young people to work in the City of Newburgh for the Summer of 2026.



EMPLOYMENT & TRAINING ADMINISTRATION

Stephen Knob
Director

Steven M. Neuhaus
County Executive

18 Seward Ave, 1st Floor
Middletown, NY 10940
TEL: (845) 360-0325

Lisa Halpern, Chair
Workforce Development Board

E-MAIL: kfabiano@orangecountygov.com
www.orangecountygov.com

TO: Prospective 2026 Summer Youth Employment Program Worksites
FROM: Karina Fabiano, Employment Services Youth Coordinator
DATE: February 2, 2026

RE: 2026 SUMMER YOUTH EMPLOYMENT & TRAINING PROGRAM WORKSITE APPLICATION

Applications can be downloaded at www.orangecountygov.com/eta

The Orange County Employment & Training Administration (OCETA) operates a state-funded Summer Youth Employment Program (SYEP) for economically disadvantaged youth between *the ages of 14 and 20*. The SYEP provides youth with 5 weeks of paid employment for **up to 30 hours per week**. **OCETA pays the youth participants wages.**

The 2026 Summer Youth Employment Program (SYEP) will tentatively run from Monday, July 6th, through Friday, August 7th. The participants will go through an intake/orientation before the program begins. When hired and placed, they will be instructed to contact their worksite to introduce themselves, get job details (i.e. hours/days, location, etc.), and begin their employment at their designated worksite.

If you are interested in serving as a worksite, please complete and return the application by **April 30th, 2026** to:

Email to Karina Fabiano at kfabiano@orangecountygov.com

Worksites are selected based on a commitment to provide a learning-enriched employment experience for young workers. Worksites play a vital role in shaping the lives of youth, offering them opportunities to learn valuable skills, build confidence, and develop a strong work ethic. These spaces provide hands-on experience and inspire responsibility and a sense of purpose, preparing them to contribute meaningfully to society.

We sincerely appreciate everyone who comes together to mentor, teach, and invest in our young people, fostering their growth into responsible, productive members of our shared future.

Please be advised that the Orange County worker compensation coverage insures all summer youth participants.

We hope to work with you this summer. Thank you in advance for your willingness to guide and nurture the County's developing workforce.

Orange County Employment & Training Administration
Karina A. Fabiano
Employment Services Youth Coordinator
18 Seward Ave, 1st Floor
Middletown, NY 10940
kfabiano@orangecountygov.com



WHO MAY/SHOULD APPLY:

We welcome **businesses, nonprofits, and public agencies** that can provide:

- A safe work environment
- Adult supervision
- Age-appropriate job duties
- A positive learning experience

No prior experience as a SYEP WORKSITE is required.

WHY SHOULD YOU APPLY:

- **No payroll cost to you** – Youth wages and workers’ compensation are fully covered by Orange County.
- **Extra help during the busy summer months** – Get extra help where you need it most, while offering young people meaningful, hands-on work experience that prepares them for the future.
- **Build your future workforce** – Introduce young people to your industry and help develop motivated, job-ready talent.
- **Give back to the community** – Make a meaningful impact by providing mentorship, skills, and real-world experience to local youth.
- **Simple and supported process** – OCETA Youth staff guide you every step of the way, from application through program completion, provide support throughout, and available to answer questions.

WHAT IS ASKED/EXPECTED OF THOSE WHO APPLY TO BE A WORKSITE:

- **Commitment to youth development:** Provide a safe, supportive environment where young people are respected, encouraged, and guided in their personal and professional growth.
- **Empathy:** Staff and leadership are asked to be open to diverse backgrounds, listen actively, and respond to youth with compassion and cultural sensitivity.
- **Patience and emotional awareness:** Maintain calm, constructive responses to challenges, mistakes, and learning curves common in youth settings.
- **Positive role modeling:** Show respectful communication, healthy conflict resolution, and inclusive behavior that youth can learn from and emulate.
- **Structured support and supervision:** Offer clear expectations, mentoring, and regular feedback while adapting approaches to individual youth needs.
- **Commitment to safety and accountability:** Follow all safeguarding policies, maintain appropriate boundaries, and collaborate with program coordinators to ensure youth well-being.

“Youth should be viewed as an investment not an expense”



EMPLOYMENT & TRAINING ADMINISTRATION

Stephen Knob
Director

Steven M. Neuhaus
County Executive

18 Seward Ave, 1st Floor
Middletown, NY 10940
TEL: (845) 360-0325

Lisa Halpern, Chair
Workforce Development Board

E-MAIL: kfabiano@orangecountygov.com
www.orangecountygov.com

SUMMER YOUTH EMPLOYMENT PROGRAM WORKSITE APPLICATION

Agency's Legal Name (or D.B.A if applicable): _____

(proof of business license may be requested as needed)

Physical Address _____

Sector: **(Select One)** Private For-Profit/Public/Government Non-Profit

Name and Title of Director/Owner: _____

Phone Number _____ Fax _____ E-Mail _____

Person to Contact (if different than above) _____

Phone Number _____ Fax _____ E-Mail _____

Summer Contact Person: _____

Phone Number _____ Fax _____ E-Mail _____

Total Number of YOUTH Requested _____ (NOTE: less than the number requested may be placed)

I understand by submitting this form, I am not guaranteed participation in the SYEP as a Worksite. If selected, I will be notified by a SYEP Provider to complete the necessary documents to become an official SYEP Worksite. By signing below, I hereby certify that all information provided in this form is accurate and complete to the best of my knowledge.

Signature of Worksite Director/Owner _____

Print Name _____ **Title** _____ **Date** _____

ETA and all SYEP Providers reserve the right to decline participation with any organization. All participating worksites must be in compliance with all Federal, New York State, and Department of Labor regulations. Information provided may be used by the State of New York to improve services or to access additional funding.

IMPORTANT INFORMATION

- *Participants can only work up to 30 hours per week (excluding lunch) However, not mandatory to be scheduled for 30hrs.*
- *Based on NY State Labor Laws, participants can take half hour or one hour of unpaid lunch.*
- *Participants cannot work more than 6 actual hours per day (not including lunch).*
- *Participants can be scheduled from 8:30AM to 5:00PM, Monday through Friday, but cannot exceed 30 hours per week.*
- *Participants cannot participate in any recreational field trips or out-of-county*

Summer Youth Application 2026

1. Will your agency be able to accommodate youth participating in the program who must work less than 30 hours per week?

Yes

No

2. If applicable, how does the worksite plan to accommodate youth during inclement weather?

3. Does your agency require youth participants to meet any specific qualifications to perform work duties? (Please keep in mind program participants have little or no work experience)

Yes

No

If yes, please explain:

4. Does your agency require any of the following prior to program startup (please check what applies)?

Fingerprints/Criminal Background (**to be paid/covered by worksite**)

Required Medical Clearance (**paperwork to be provided by worksite**)

5. **JOB DESCRIPTION: Provide a job description for each position you are requesting. Please be specific about the tasks the participant(s) will be responsible for; “other duties” is not a sufficient job description. If more space is needed, please attach separate sheets.**

1. Youth's Job Title _____ Number of positions _____

Specific anticipated hours of work: _____ Specific anticipated workdays _____
(i.e. 9am-3pm) (i.e. Mon-Fri)

Worksite Address: _____

Worksite supervisor name: _____ Phone number: _____

Email: _____

Address where the youth is to report on day 1 (IF different from above): _____

Job Description: _____

2. Youth's Job Title _____ Number of positions _____

Specific anticipated hours of work: _____ Specific anticipated workdays _____
(i.e. 9am-3pm) (i.e. Mon-Fri)

Worksite Address: _____

Worksite supervisor name: _____ Phone number: _____

Email: _____

Address where the youth is to report on day 1 (IF different from above): _____

Job Description: _____

3. Youth's Job Title _____ Number of positions _____

Specific anticipated hours of work: _____ Specific anticipated workdays _____
(i.e. 9am-3pm) (i.e. Mon-Fri)

Worksite Address: _____

Worksite supervisor name: _____ Phone number: _____

Email: _____

Address where the youth is to report on day 1 (IF different from above): _____

Job Description: _____

4. Youth's Job Title _____ Number of positions _____

Specific anticipated hours of work: _____ Specific anticipated workdays _____
(i.e. 9am-3pm) (i.e. Mon-Fri)

Worksite Address: _____

Worksite supervisor name: _____ Phone number: _____

Email: _____

Address where the youth is to report on day 1 (IF different from above): _____

Job Description: _____

5. Youth's Job Title _____ Number of positions _____

Specific anticipated hours of work: _____ Specific anticipated workdays _____
(i.e. 9am-3pm) (i.e. Mon-Fri)

Worksite Address: _____

Worksite supervisor name: _____ Phone number: _____

Email: _____

Address where the youth is to report on day 1 (IF different from above): _____

Job Description: _____

6. Youth's Job Title _____ Number of positions _____

Specific anticipated hours of work: _____ Specific anticipated workdays _____
(i.e. 9am-3pm) (i.e. Mon-Fri)

Worksite Address: _____

Worksite supervisor name: _____ Phone number: _____

Email: _____

Address where the youth is to report on day 1 (IF different from above): _____

Job Description: _____

Check the following statements accordingly:

(That apply)

YES

NO

- | | | |
|---|-------|-------|
| 1. Can your agency provide transportation for SYEP participants? | _____ | _____ |
| 2. The agency is a bona fide non-profit organization operating on a Year-Round basis with verification of tax-exempt status. <i>(if applicable)</i> | _____ | _____ |
| 3. SYEP participants must have a supervisory ratio of 12:1. The number of regular employees plus program participants equals this ratio. | _____ | _____ |
| 4. Work location is large enough to accommodate both staff and the number of participants requested. | _____ | _____ |
| 5. Sheltered facilities are available in the event of inclement weather. | _____ | _____ |
| 6. Is your worksite(s) free from hazardous/harmful conditions? | _____ | _____ |
| 7. Location has all the equipment and supplies necessary for youth to perform work activities. | _____ | _____ |
| 8. Work activities proposed are sufficient to employ each youth working up to 30 hours per week. | _____ | _____ |
| 9. Has your agency previously participated in any YEP/SYEP?

If yes, when? _____ | _____ | _____ |

PLEASE NOTE

The program is scheduled to run from July 6th, 2026, to August 7th, 2026.

The following criteria must be met during programming:

- **All work locations must give access to be always inspected and monitored by the SYEP staff**
- **Worksite must complete the SYEP worksite application**
- **If photos will be taken of participants for marketing purposes, a consent form must be completed, signed, and returned to Karina Fabiano to keep on file.**

RESOLUTION NO.: _____ - 2026

OF

APRIL 13, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A LICENSE AGREEMENT WITH THE CATHEDRAL AT THE HOUSE
F/K/A HOUSE OF REFUGE
TO ALLOW USE OF CITY OWNED PROPERTY LOCATED AT
140 BROADWAY FOR THE HEALTHY ORANGE FARMERS MARKET**

WHEREAS, the City of Newburgh is the owner of several parcels of real property located at 132, 136, 138, 140, 140A, 144, 146 and 148 Broadway; 6, 10, 12, 16 and 18 Johnston Street; and 6, 8 and 10 Lander Street, and more accurately described on the official tax map of the City of Newburgh as Section 30, Block 3, Lot(s) 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 37 and 38, City of Newburgh, New York, hereinafter collectively referred to as “140 Broadway”; and

WHEREAS, the Healthy Orange Farmers Market f/k/a Tuesday Farm Market has been held at 140 Broadway since 2012 and provides the following benefits:

1. To provide greater visibility to attract more buyers and vendors;
2. To promote positive activity on Broadway; and
3. To provide more space for Orange County agencies to provide information and conduct demonstrations for the community; and

WHEREAS, holding the Healthy Orange Farmers Market at 140 Broadway requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such license and has determined that entering into the same would be 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 enter into the attached license agreement with The Cathedral at The House to allow access to and use of several City-owned properties for the purpose of holding the Healthy Orange Farmers Market.

LICENSE AGREEMENT

This Agreement, made this _____ day of _____, 2026, by and between The Cathedral at The House f/k/a HOUSE OF REFUGE, with offices at 131 Broadway, Newburgh, New York 12550 as “LICENSEE; and the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as “LICENSOR”;

WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to the premises of Licensor and in substantially the location and position shown as set forth on the map or plan hereto attached and made a part hereof and bearing the following address:

132, 136, 138, 140, 140A, 144, 146 and 148 Broadway; 6, 10, 12, 16 and 18 Johnston Street; and 6, 8 and 10 Lander Street, and more accurately described on the official tax map of the City of Newburgh as Section 30, Block 3, Lot(s) 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 37 and 38, City of Newburgh, New York, hereinafter collectively referred to as “140 Broadway”.

AND WHEREAS, Licensor is willing to give said license or privilege on the following terms and conditions:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions hereinafter contained, it is hereby agreed as follows:

Section 1. Grant of License. Licensor hereby gives to Licensee, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor’s property located at 140 Broadway, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, tables, chairs and other materials as may be necessary; for the purposes of hosting a farmer’s market, including but not limited to the sale of farm products, produce and other general information and demonstrations by Orange County agencies on property owned by Licensor. No permanent improvements may be erected on the premises.

Section 2. Scope of License. Use of and access to the 140 Broadway is limited to hosting a farmer’s market, including but not limited to the sale of farm products, produce and other general information and demonstrations by Orange County agencies. Licensee agrees to use and maintain said facilities in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority obtaining any and all permits required thereby and subject to the following conditions:

- a. Farmer’s Market Hours of Operation: 10:00 am to 2:00 pm.
- b. Parking: the parking spaces located on the north side of Broadway between Lander Street and Johnston Street during set up and clean up and hours of operation of the farmer’s market.

- c. Grilling is prohibited within or near tents and must be at least 25 feet from commercial structures (or 3 family or above).
- d. Grilling is prohibited on the public sidewalk.
- e. At all times there must be either an extinguisher, hose, or other source of water to extinguish the flames/fire when grilling activities are completed for the day.

Section 3. Licensor acknowledges that the use of the subject property shall inure to the benefit of both parties, and shall be satisfactory, adequate and sufficient consideration for the Licensee granted hereunder.

Section 4. Defense, Indemnity, and Insurance. Licensee hereby agrees to defend, indemnify and hold Licensor harmless against any claims, actions and proceedings brought against Licensor arising out of, in connection with and/or relating to Licensee's use of the premises. Licensee has posted evidence of and shall maintain throughout the term of this License public liability insurance naming the Licensor as additional insured in a minimum coverage amount of One Million (\$1,000,000.00) Dollars.

Section 5. Term. This Agreement and the license or privilege term shall commence on June 23, 2026 and shall expire without further notice to either party to the other at 11:59 pm to October 30, 2026.

Section 6. Assignment of License; No Sub-Licensing. This License may not be assigned or sub-let to any other party.

Section 7. Termination of License. Either party may terminate this license prior to the expiration of the term specified in paragraph 5, with or without cause, on at least thirty (30) days prior written notice to the other party. Upon termination by either party, Licensee shall not be entitled to reimbursement of any of its costs, and Licensee and its agents, employees and contractors will restore of the property to a clean and orderly state and in substantially the same condition as existed prior to the granting of this license.

Section 9. New York Law. This License Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York Supreme Court, Orange County.

Section 11. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 12. It is understood and agreed that no vested right in said premises 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 parties held said premises prior to the granting of this license.

Remainder of this page intentionally left blank

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

By: _____
_____, Interim City Manager
Per Resolution No.:

THE CATHEDRAL AT THE HOUSE
F/K/A HOUSE OF REFUGE
LICENSEE

By: _____
BISHOP JEFFREY WOODY

Approved as to Form:

NANCY BLOOM
Comptroller

Approved as to Form:

MICHELLE KELSON
Corporation Counsel

RESOLUTION NO.: _____ - 2026

OF

APRIL 13, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED AN ORANGE COUNTY
MUNICIPAL LEGISLATIVE PROGRAM GRANT IN THE AMOUNT OF \$4,999.00
WITH NO CITY MATCH TO SUPPORT
CITY OF NEWBURGH RECREATION DEPARTMENT
AFTERSCHOOL AND ARTS PROGRAMS**

WHEREAS, Orange County has launched a Municipal Legislative Grant Program to provide resources to municipalities to improve public safety, parks and recreation, senior citizens services or community enhancement activities; and

WHEREAS, the City of Newburgh Recreation Department proposes to apply for an Orange County Municipal Legislative Program grant to support its afterschool and arts programs; and

WHEREAS, if awarded, the grant funding will be used to purchase education materials and equipment for its English as a Second Language support services and to purchase software and materials to support arts programming; and

WHEREAS, the City Council of the City of Newburgh has determined that applying for and accepting such grant is in the best interests of the City and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept an Orange County Municipal Legislative Program grant with no City match in the amount of \$4,999.00 to support the afterschool and arts programs at the City of Newburgh Recreation Department.



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: Afterschool Programs Arts Programs	NAME OF DEPARTMENT REQUESTING GRANT: Recreation	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Nicholas Galella -Recreation Director
NAME OF GRANT/NAME OF AWARDING AGENCY: Orange County	GRANT SUBMITTAL DATE: 03/30/2026	AMOUNT OF AWARD: \$4,999
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) No	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: -0-	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:

The Afterschool Program continues to increase, there is a growing need for additional staff and educators to provide individualized academic assistance. Many participating students face challenges with English language comprehension, reading, and writing, which impacts their ability to succeed academically and perform on required assessments. To address this need, the Department seeks to incorporate English as a Second Language (ESL) instructors to deliver targeted support and test preparation. This initiative will enhance student achievement, reduce academic stress, and promote a more inclusive and equitable learning environment for the youth of the City of Newburgh.

The Art Program provides creative outlets that help them build confidence, improve focus, and express emotions in positive ways. To meet this need, the Department seeks to expand access to qualified art instructors and diverse art programming, including visual arts, crafts, and cultural projects. This initiative will enhance student engagement, support emotional well-being, and promote a more inclusive and enriching experience for the youth of the City of Newburgh.

Afterschool Program - \$2,500.00 - Education Materials, Activities and Chromebooks.

Arts Program - \$2,499.00 - Software and Materials.



City of Newburgh

GRANT APPLICATION FORM

SECTION B. FOR REVIEW BY CITY COMPTROLLER
GRANT MATCH REQUIREMENT REVIEWED? YES/NO: COMMENTS:
IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO COMMENTS:
STAFFING ISSUES REVIEWED? YES/NO: COMMENTS:
ANY ADDITIONAL COMMENTS:
→ APPROVED BY CITY COMPTROLLER? YES/NO CITY COMPTROLLER SIGNATURE: _____ DATE: _____
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: _____

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER

SIGNATURE: _____

DATE: _____

ORANGE COUNTY LEGISLATURE

2026 Municipal Legislative Grant Program



Municipal Legislative Grant Program

Municipality _____

Date of Application: _____

Legislative Sponsor _____

PURPOSE

The Orange County Legislature will, once again, launch its grant program which has been approved in the 2026 Legislative Budget.

The purpose of this grant is to assist in providing financial resources to municipalities as they plan and execute community enhancements in Orange County.

- Please mail or e-mail the completed application to your Orange County Legislator.

PROGRAM DETAILS

- Requests for grants will be awarded to municipalities **only**.
- Application deadline is April 3, 2026 at 3:00 p.m.
- Application will be reviewed by a committee comprised of Legislators and decisions will be rendered and approved on or before June 4, 2026.

PROGRAM GUIDELINES

- Grants will be awarded to municipalities that will use the resources towards the following categories:
 - ✓ Public Safety
 - ✓ Parks/Recreation
 - ✓ Programs and activities for Youth
 - ✓ Programs and activities for the Senior Citizen Community
 - ✓ Other municipal uses for community enhancement to be demonstrated by the municipality

AMOUNT OF GRANT

- The maximum Grant award per municipality is \$4,999.

CONTACT INFORMATION (TO BE COMPLETED BY MUNICIPALITY REPRESENTATIVE):

First Name: _____ Last Name: _____

Title/Role at Municipality: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email: _____

Signature of Applicant Representative _____ Date _____

REQUEST INFORMATION (PLEASE ADD ADDITIONAL PAGES, IF NECESSARY):

Amount requested: _____

Please provide an overview of reason for the application, being sure to include:

- Description for use of grant award;
- Purpose and key outcomes;
- Individuals or communities served;
- How funds will be expended;
- Proposed timeline

Signature of Legislative Sponsor

Date

04/03/26 NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY (NIDA)
 APPLICANT INTEREST LIST

NYS General Municipal Law Section 856 (2) provides for an agency of not less than three nor more than seven members who shall be appointed by the governing body of each municipality and who shall serve at the pleasure of the appointing authority. NIDA by-laws provide for an agency of seven members.

Current Members:

- Michael Nepl (current Chair)
- Alexandra Church
- Vickiana DeMora
- Sharonda Powell

3 Vacancies

Applicants who applied in 2026:	Applicants who applied in 2025:
<ul style="list-style-type: none"> • Christina Amato • Madeline Coilleopie • Gus Courtsunis • Gregory Daley • Julian de Mayo • Kamar Everett • Youssef Farkani • Jennifer Gardner • Dennis Grant • Cian Hammill • Manjun Morshed • Gregory Nato • Dora Paci • Maurice Quinlan • Anthony Royal • Nicole Russo • Wendy W. Smith • Amalie Thomas 	<ul style="list-style-type: none"> • Therese Cavalari • Mark Delfosse • Julian de Mayo • Edward Z. Domanico • Hilary Elkins • Joshua Ferbin • Megan Gailbraith • Vincent Hill • Kristina Santiago • Sue Sullivan • Logan Tierney • Alicia Vaughn • Shy'Queen Washington

LOCAL LAW NO.: _____ - 2026

OF

_____, 2026

**A LOCAL LAW OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
ESTABLISHING A CHARTER REVIEW COMMISSION**

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

SECTION 1 - TITLE

This Local Law shall be referred to as “A Local Law of the City Council of the City of Newburgh Establishing a Charter Review Commission”.

SECTION 2 - CHARTER REVIEW COMMISSION ESTABLISHED

§ 1. Establishment.

The City Council of the City of Newburgh hereby establishes a Charter Review Commission to draft a new or revised City Charter for the City of Newburgh.

§ 2. Membership; selection; qualifications; term of office.

A. The Commission shall be comprised of _____ members, designated and appointed as follows:

_____ Members appointed by _____.

_____ Members appointed by _____.

_____ Members appointed by _____.

_____ Alternates appointed by _____.

B. Ward Council Members _____ be required to appoint residents of their ward.

C. Applications for appointment to the Commission will be solicited through the City of Newburgh Board and Commission Appointment Policy and Procedure. The advertisement for applications will be issued within 30 days of the effective date of this local law. The period for submitting applications will be open for _____ days.

D. All appointments shall be made within _____ days of the last day for submission of applications as provided in the advertisement. Any vacancy in the membership of the

Commission during the term of the Commission shall be filled in the same manner as the original appointment.

- E. The appointment of Commission members is intended to be nonpartisan.
- F. Residency within the City of Newburgh is required to be eligible for appointment to the Commission.
- G. No person shall be disqualified to serve as a member, employee or consultant of the Commission by reason of holding any other public office or employment, nor shall the person forfeit any such office or employment by reason of appointment to the Commission notwithstanding the provisions of any general, special or local law, ordinance or City charter.
- H. The terms of office of the Commission members expire on the day of the election at which the proposed new or revised charter prepared by the Commission is submitted to the qualified electors of the City of Newburgh or on the day of the second general election following the date of the effective date of this local law if no such questions have been submitted by that time.

§ 3. Powers and duties.

- A. The Commission shall have all the powers and duties set forth in Section 36 of the New York State Municipal Home Rule Law.
- B. The Commission shall review the entire charter of the City and prepare a draft of a proposed new or revised charter of the City. The Commission may decide to make no changes to the charter. If the Commission decides to make no changes, it shall prepare and provide a report to the public explaining its determination. The Commission may decide to leave a part of the existing charter unchanged, and it may propose in one or more amendments, a revision of the remaining part. If the Commission proposes one or more amendments, it shall prepare and provide to the public a report, accompanying its proposals, in which it explains its decision to leave such part unchanged and the rationale for the proposed amendments.
- C. Such new charter or amendments shall be completed and filed in the office of the City Clerk no later than the second general election after the Commission is created and organized.
- D. The Commission shall provide for the publication or other publicity of the proposed charter or amendments as it may deem proper, and for the submission thereof to the electors of the City at a general or special election held not earlier than 60 days after the filing thereof in the office of the City Clerk and not later than the next general election which does not occur within the said 60 days, provided, however, that if such general election occurs within 90 days after said filing, the proposed charter or amendments shall be submitted at such general election. At such election, if a proposed new charter or significantly revised charter is submitted as a single proposal, there shall be submitted to the qualified electors of the City

the question: "Shall the revised City Charter proposed by the City Charter Commission be adopted?" The Commission may submit its proposed or revised charter in 2 or more parts and arranged so that corresponding parts of the existing charter shall remain in effect if one or more of such parts are not adopted and also may submit separate amendments or alternative provisions to supersede designated portions of a proposed charter or amendment if adopted. In such case the Commission shall prescribe the form of the questions to be submitted, which shall be such as clearly to indicate the effect of their approval.

- E. No provision for the election of any elective officers by any system of proportional representation shall become effective under the provisions of this section unless a definite question with respect to the adoption of such system for the election of such officers shall have been submitted as a separate question and separately approved at the same election by the affirmative vote of a majority of the qualified electors voting thereon.
- F. If any question submitted by the Commission receives the affirmative vote of a majority of the qualified electors of the city voting thereon, the proposal submitted thereby shall take effect as specified therein and the new charter or the amendment or amendments to the existing charter as so proposed shall become operative as prescribed therein; except that if there be a conflict between the provisions of two or more proposals approved by the electors at the same election, the proposal receiving the largest number of affirmative votes shall prevail to the extent of such conflict.
- G. At any election at which any question or questions shall be submitted to the qualified electors of the City by the Commission pursuant to this section or within sixty days thereafter, no other question or questions shall be submitted to or voted upon by such electors pursuant to any local law, ordinance, resolution or petition if such commission was created pursuant to subsection 4 of the New York State Municipal Home Rule Law, and no such other question or questions shall be submitted except by another charter commission if such commission was created otherwise, if such other question or questions involve or relate directly or indirectly to the adoption of a new city charter, the amendment of a city charter, charter revision, the establishment of a commission to draft a new or revised city charter, or the functions, powers or duties of any elective officer of the city, except as provided in paragraph 6 of subsection 5(g) of the New York State Municipal Home Rule Law.
- H. While the Commission is in existence under the provisions of this local law, the local legislative body shall not submit to the electors any of the questions specified in subsection 5(e) of the New York State Municipal Home Rule Law except at a general election.
- I. If a proposed local law submitted pursuant to section 37 of the New York State Municipal Home Rule Law would under the provisions of such section be submitted at a general election at which a question or questions submitted by a charter commission are to be voted on, such local law shall not be submitted at such election but shall be submitted at the general election in the year following regardless of other questions which may be voted on at the latter election and notwithstanding any inconsistent provision of this title.

§ 4. Procedures; appropriations; rules and regulations.

- A. The Commission may designate its chairperson and vice-chairperson from among its members. The chairperson shall preside over all meetings and hearings. In the absence of the chairperson, the vice-chairperson shall act in their stead. In the absence of both the chairperson and vice-chairperson, a majority of members present shall select a chairperson pro tempore to preside over the meeting.
- B. The Commission shall adopt rules and procedures governing its meetings and keep accurate records of its meetings and activities.
- C. Commission meetings shall be held in accordance with applicable provisions of New York State Law.
- D. The Commission shall conduct at least one public hearing. All public hearings shall be held at such time and place within the City of Newburgh as the Commission shall deem necessary.
- E. The Commission shall have the power to conduct private hearings, take testimony, subpoena witnesses and require the production of books, papers and records.
- F. Members of the Commission shall receive no compensation for the services but shall be reimbursed for the actual and necessary expenses incurred by them in the performance of their duties.
- G. The Commission may appoint and remove employees and consultants and fix their compensation and may accept any services, facilities or funds and use or expend the same for its purposes. The Commission may request that the City Manager direct any board, body, officer, or employee of the City to cooperate with, assist, advise, provide facilities, materials or data and render services to the Commission.
- H. The Commission may request that the appropriate City officials make appropriations for its expenses incurred in the course of its operations. In the event that the appropriating body or officials do not take affirmative action to appropriate funds for such expenses within 45 days of the Commission's request, the Mayor of the City shall have the power to authorize, by certificate filed with the fiscal officer(s) of the City, the Commission to incur expenses within the amounts requested, which shall be paid by the appropriate officials of the City.

SECTION 3 - SEVERABILITY

The provisions of this Local Law are separable and if any provision, clause, sentence, section, subsection, word or part thereof is held to be illegal, invalid, or unconstitutional, or inapplicable to

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

SECTION 4 - VALIDITY

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

SECTION 5 - EFFECTIVE DATE

This Local Law shall be effective after the filing in the Office of the New York State Secretary of State and the approval of the qualified electors of the City of Newburgh at the November ____, 2026 election in accordance with the provisions of New York State Municipal Home Rule Law.