City of Newburgh
A regular meeting of the City Council of the City of Newburgh was held on Monday, February 9, 2026 at 7:00 PM inthe third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.
February 9, 2026
7:00 PM

Mayor / Alcaldesa

1. Moment of Silence / Momento de Silencio

2. Pledge of Allegiance / Juramento a la Alianza

City Clerk / Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

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

Communications / Communicaciones

4. Approval of the minutes from the City Council meeting of February 2, 2026 / Aprovacion del Acta de la Reunion General del Consejal del 2 de febrero de 2026

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

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

City Manager Todd Venning highlighted key points in city business.

Presentations / Presentaciones

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

Mayor Harvey reminded everyone that the city council adopted a resolution on February 14, 2022, outlining the policy for rules of order and procedure at the meetings, specifically guidelines regarding public comments.

Rufus Monk, founder of the Channel U Fishing program, commented. He asked if the city would continue the program when a new recreation director assumes the role.

Dale Velasquez, residing in the Grand & South Street area, commented. As a walker, she is 'boots on the ground'. It was difficult to navigate streets during the last snowfall. Buses couldn't get down any of the streets either. She heard horror stories of people falling, and someone breaking his hip, because the sidewalks were covered with ice. The postal carriers know the streets of concern to report issues; but also the DPW knows the streets that have not been cleared, because the guys pick up the garbage every day. People in wheelchairs or those who walk with a cane would have difficulty, and she would like to see it improved for people with mobility challenges. Velasquez enjoyed the Black History Month celebration as well as the Latin-American mural. She would like to see Mike Neppl get promoted to the city manager position.

Steven Ciancinelli, a resident in Washington Heights, commented. He said it is clear there may be structural issues with the city council. The government structure of Newburgh has remained unchanged since 1919. The charter, now, represents a very different city, with different needs. The aging structure no longer meets the challenges of today's Newburgh, such as housing instability, property development, public safety, infrastructure and economic growth. He implored the council to create an independent, and resident-led, charter review commission that could look at ways to improve our government structure.

Jules Ridgeway, a city resident and Chairperson of the City of Newburgh Democratic Committee, commented. She commended the young people, and the adults who supported them, for the nationwide student walkout last week. Their solidarity and bravery against ICE operations deserves recognition. She called on the council, at the next available agenda, to create a resolution of non-cooperation with ICE. The resolution should clearly address law enforcement's coordination, municipal facilities and data-sharing. It should affirm proactive and positive actions that protect the entire community. Newburgh was declared as a Welcoming City, but now we need a resolution that operationalizes that promise with consistency and accountability. Latinx, Black and Brown communities have long been subjected to surveillance. This moment is not new; it is urgent. At the state level, Attorney General Letitia James has issued clear guidance, and at the county level, Legislators Ramos and Hill have spoken, uniformly, against ICE. The City of Newburgh should not lag behind what is already being affirmed around us. Ridgeway invited the council to follow *Newburgh Democrats* on Instagram and Facebook for a Hybrid-Zoom, Wire Works, in-person meeting on Wednesday, February 11th, at 7 PM.

Asia Jeffries, a city resident, commented. She proposed that the council put on, at its next work session, a resolution stating that ICE would not be able to wear masks when they come into our city. She also wants to see ICE held accountable for the way they operate. She said the Mayor of Chicago issued an executive order that states that ICE agents would be persecuted if they abused their power there. We are waiting for Congress to do something, but it's not happening fast enough. Now ICE operations are not only targeting Latin communities, they are targeting our Haitian neighbors too. Where is it going to go next?

Carla Johnson, Lander St, commented. When she moved to Newburgh in 2012, the rents were cheaper, but the community has come a long way since then. She thanked Todd Venning for bringing us four new awards. He is a great solution to our problems, and has helped us grow as a team. She believed Mike should be the guy, because he works very closely with Todd to move the community forward. She has seen positive changes. Johnson said we should give everyone a fair chance, but also if it is working for us, then let's focus on other things, like housing and ICE. She said DPW worked hard during the last snow storm. Johnson pointed out that the council works for the residents, so the council should collaborate with each other frequently to ensure residents have a stronger team for our city.

Brian, a city resident, spoke on behalf of his mother, Flor. His mother owns her home, and had a fence installed incorrectly. Now the matter is in court, because it was built with the wrong materials. Brian said she would be willing to change the materials, but he requested permission to be able to leave the fence in the front of the home due to his brother's medical condition.

Dennis Grant, a resident in Ward 1, commented. He asked if everyone on the council knew Robert's Rules of Order, because it is rare that someone makes a motion to improve something, and then turns a discussion into an action, on record. He reminded the council that the seven of them are authorities of this city; they are not the boss. Without a motion, there is no authority to act. Grant said he sees actors, and said we all have lives, but the council members chose their seats. He urged them to find the time, because people make time for things they love, and they make excuses for things they don't love. He said the council is so reactionary. He also implored residents to lead their ward representatives, instead of the other way around. Grant said a city charter is a legal governing document; it is not a not-for-profit mission statement. City councils don't govern the human element. He urged the council to be more progressive, and then the residents will sense that the government feels human.

Vincent Crawford, a city resident and former tenant of Ms. Burns, commented. He hoped that conversation would lead to positive, fair and just results for Mrs. Burns, who has been a minority property owner in the city for twenty-three years. He recognized that the city has to uphold laws and processes, but he also believes there is room for compassion, collaboration and common ground. Equity is more than a statement, it is an action taken that shows history won't repeat itself, and that minority homeowners will be worked with instead of being pushed out. He also thanked Councilmember Shakur for the Community Unity Project (CUP) celebration, and he supports the Channel-U fishing program.

Chris Manzione, a resident in Ward1, commented. He spoke in support of charter reform. It is not a criticism of anyone's leadership, nor is it a criticism of the work that has already been done. It's a conversation about the structure of a city. Cities grow and change, and with that we need to reevaluate our structure to see if it's working for the people who are here today. Manzione said a good, strong charter helps protect the public when the leadership leaves. He would like to see charter reform assessed in a public setting with public input included. From that, he would like to see a robust charter that supports all residents, council members and city workers, now and for the future.

Sandra Stewart, a resident in the Kenneys, commented. She didn't know how the council could approve a PILOT for a new owner, while also considering tax benefits for developers, when residents are still living in unsafe conditions. Yesterday she had no heat nor hot water, and today she experienced the same thing. Before any PILOT is approved, the residents deserve documented proof that every unit has reliable heat and hot water. All units also should be verified by inspection, not just on a promise. Granting financial incentives to developers sends the message that neglect will be rewarded. She asked the city to put residents first, enforce the law and delay any PILOT approval until basic living conditions are fully stored and sustained. Heat and hot water are legal obligations that must come before a PILOT vote.

Sue Sullivan, a city resident, commented. She said it's clear that something is structurally wrong with our current form of government. It's not about an individual, it's about a system. The charter was written in 1919, and the core structure was created for a very different era of government. Today Newburgh faces complex issues, including housing pressures, intricate development deals and higher public expectations. The council's role is to legislate, and its primary leverage is its ability to hire and fire the city manager. This separation creates an environment where elected officials say they can't act, even when residents raise serious concerns. Power and responsibility are not clearly aligned with who votes, which weakens public trust. Sullivan called for the formation of an independent charter review commission; one that is public, inclusive and urgent.

Bridget, a resident of the Kenneys, commented. She said the mayor called for respect, but Kenney residents are not getting respect, because they have no heat or hot water. Residents asked for the State of Emergency to get a boiler, and it got denied. She asked where the council's respect was. She doesn't understand why residents have to go through this just to get heat and hot water. The city knows the residents don't have heat and hot water, and she hopes something can be done.

Gregory Nato, a city resident, commented. This council body is focusing on the wrong problem at the wrong time. Right now, there is a great deal of urgency in the appointment of a new city manager. He said the person who occupies the position is far less important than the system the position operates within. Newburgh has cycled through leadership before, and it has initiated fresh starts; yet the same problems exist, including lack of transparency and slow decision-making. It is not a personnel issue; it's a governance issue. Instead of rushing to fill the position, the council should ask harder questions, such as why progress seems to stall. The answer may be uncomfortable, but it needs to be examined honestly. Nato called for a serious and independent public examination of Newburgh's charter that looks at authority and public trust through transparency.

Pebbles, a city resident, commented. She said people call her because she is in the streets. She said she is Newburgh, and there is no trust in the city for the housing, traffic, taxes, city employment, our water, etc. It feels like some people are playing checkers, while others are playing chess. Then, there are other people who play Mahjong. Newburgh needs to pay attention, because there are different levels to different games. If you don't play various games, then you won't understand the different levels. She cautioned everyone that this is not a game. Also, she said it was going to be a 'No' for her.

Michelle Basch, a city resident and business owner, commented. She thanked Mr. Venning for the work he did for the city. He achieved the goals he set out to do. Basch mentioned agenda item #16. It was her understanding that Mr. Neppl is considering leaving too. All of these items are dependent on a city manager. What's going to happen, because it doesn't give us a lot of time between now and the end of March when he leaves. She understands that the correct procedure is to do a national search, but she also knows that a national search doesn't preclude Neppl from being the next city manager. She believes he has a big heads up, because he knows the city, and has worked with Venning. Basch said the DPW did a great job removing the snow they could remove. The police department also did a good job notifying the residents to move their cars. She would like to know where residents could obtain the 85-gallon trash cans with the covers. Everyone should have the same garbage cans. She welcomed the new council members. She encouraged everyone to unite and move the city forward.

Gwen Griffith, Kenney, a resident in the Kenneys, commented. She woke up to no heat and hot water Thursday through Sunday. She called the emergency number over the weekend, but no one was able to come until today. The water came back on, but the reading showed '83' on the tool; yet when she put her finger under the running water, it was cold even when she had it turned to the 'Hot' position. The residents keep coming to the meetings time after time, but they need something to happen now, because the problem is still not fixed. It is only a Band-Aid fix on the problem.

Divine, a resident in the Kenneys, commented. She asked if the city would declare a State of Emergency for a new boiler. She's lived in the Kenneys for six years, and every winter she has no heat or hot water. She has to fill up pots of water and bring them upstairs, which is difficult to carry back and forth. Sometimes there is no running water at all to be able to heat it. What is going to happen next?

Dr. Gay Lee, a resident and former council member of the City of Newburgh, commented. She said she is a policy-driven person. Sending emails stating she would help the city with policy on housing doesn't seem to hold water with the council or city manager, so she is stating it publicly. She's worked in housing for thirty years, so she knows that when the Attorney General steps in, she is looking at the council because people are living in unhealthy conditions. It's the AG's job to get the work done at that point. The city council does not own the building, yet it funds code enforcement and oversees the departments that protect residents from unsafe conditions. It gives the council regulatory responsibility, and anything contrary to it violates public trust. The Housing Authority is only involved if there are Kenney tenants that have housing choice vouchers; that is how the Housing Authority is brought into the fold. It's not about one building, it's about the council's responsibility to protect families that live there with no heat, mold, sewage and unsafe conditions. The issue is no longer about ownership, it's about leadership. The government exists to safeguard public trust, and when residents are not protected, the council is legally accountable. She said she would help the council if they needed help, because she knows how to write a housing policy.

Jo Epstein, a resident in Warden Heights, commented. After owning her home for ten years, she received a threatening letter from Codes compliance in August 2025. Someone made a complaint about her property, and there was no description of the complaint or the complainant. The citation was based on a state code, with which her driveway complied. The cure was to repair a black-topped driveway by installing a concrete apron. She received a follow-up letter about the violation. Epstein said she's contacted Quanetta Inman and the Corporation Counsel, and hadn't heard back from either person. The violations were arbitrary, and some homeowners in Warden Heights didn't receive violations. Epstein said this administration speaks of responsible government, but residents are requesting a fair, honest and pragmatic resolution of the violations. She said she suffers from emotional stress of living with the impending financial burden hanging over her. She asked the council if they would help her.

Carson Carter, a resident in Ward 1, commented. He said Newburgh is a microcosm of America, and in ways it is wonderful and at times it is frustrating. Our greatest strength is the fact that Newburgh has always been an immigrant city, in which we are much better for it. We've come to a moment in time where we must reckon with how our political system functions or doesn't function. People have been coming to this microphone asking the council for help. From the Kenneys, six years at Sunset Ridge, Warden Heights, etc., this council has not been able to set priorities or give the help it should be able to provide. Carter advocated that the council convene a public commission to review and draft changes to the 1919 city charter. We should examine the government structure of neighboring communities, such as Beacon, Poughkeepsie and Middletown, where stronger city councils and mayors are directly accountable to the needs of their communities. He said a petition was launched this evening to advocate for the formation of a charter review commission. He hoped people would sign the petition. If this form of government no longer serves the needs of the community, then we should change it.

Pastor Rosey, a resident in Ward 1, commented. The council is challenged with a lot of different thoughts that have been presented, and the last city work session was loaded. While she is not opposed to a revamp of the city charter, she's lived here for twenty-five years, and knows it was revised in that time, so it's not a city charter from 1919. She commented about street cameras and animal surveillance. She also said two visions are still a division. Rosey said the council may need to find other ways to do gifting on the council. It's important because gifting has to be applied to the greater community. She's seen a difference between where some councilmembers' hearts are leaning, which is outside the law. If the council could differentiate between them, then it wouldn't make promises it was unable to keep. (See Attached)

Michael Lebron, a city resident, commented. He said he created a blog entitled *Newburgh is America*. He said charter review takes four votes to put it on the ballot. He said the voters should decide whether three votes should override four votes.

Comments submitted online by Dr. Jackielyn Manning Campbell (See attached)

Comments submitted online by Megan Galbraith (See attached)

This section of the meeting was closed.

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

Councilmember Martinez commented. She gave NFA students a round of applause for setting the example and doing the walkout last week. She was disheartened to hear some of the divisive comments on social media. If anyone watched the Super Bowl, the message was loud and clear that the only thing stronger than hate is love. Regardless of where the council stands on certain issues, they are clear about being unified and listening to the public. She sees structural and systematic issues in the city government. She wished she could do this full-time, but the council deserves somebody who is paying attention to the issues 24/7, and that is where our city manager comes in. Our executive office works hard 24/7. Having a stronger mayoral system would allow us to get things done more efficiently, and having a public and transparent process would be helpful. Our city is ever-growing, and we have to change with it too.

Councilmember McLymore commented. He said we'll have to figure out where the Channel-U fishing program stands, because it's positive, and it helps reach a broader community to learn about fishing. It's also about the socialization it creates. His son, who was part of the program, tried to teach the family to fish, which created family bonding. McLymore looked forward to Newburgh Illuminated, and wants to get it going again. He encouraged the community to look out for the tax exemption notice in the mail for eligible homeowners who live in the City of Newburgh. He told everyone to contact the Assessor's Office for more information. He commended the water department for repairing all the water main breaks throughout the city. He looked forward to having more discussion about the Kenneys, especially since he asked for a State of Emergency a while ago.

Councilmember Monteverde commented. Watching the Super Bowl gave her hope. It is so fitting to present the resolution for non-cooperation with ICE at the next council agenda. On February 5th, our county legislature opposed a resolution to build an ICE facility in Chester. Monteverde said we don't need any more prisons or ICE facilities in our community. They are taking community members off the streets. She said she would present the resolution to her colleagues so they could pass it right away. She visited the existing sidewalks at Warden Heights, and hoped the council would come together, so homeowners don't have to come out-of-pocket. We have to do something to help tenants at the Kenneys get through the brutal winter. She can't imagine going home to no heat or hot water.

Councilmember Shakur deferred his comments at this time.

Councilmember Stewart commented. She told Kenneys residents that the council knows what is going on, and they are going to do their best to provide them with support. Without the public's voice, none of this would be happening right now, and she thanked them for standing up and having the courage to share their stories. She encouraged residents to organize and come together as neighbors, because nobody should be taking a victory lap for residents who don't have heat or hot water. She implored the community to show them some encouragement too, because some of our residents are going home to no water at all. Stewart said this plays directly into the structure of the city government. There are things we could've done and didn't do; but now they have to have those hard conversations, because this is the council's responsibility. She doesn't sleep thinking about the conditions residents live in. She also wants a real investigation into the violations that were initially sent out to residents in Warden Heights. She felt it was done arbitrarily. Stewart stated that this is not a game, and the council has to govern and make serious decisions. She doesn't take her seat lightly, and she is the same person behind the desk that she was before she took office. The council has to make decisions based on equity and fairness, and she won't stray away from that.

Councilmember Zorrilla commented. He apologized to tenants at the Kenneys for what they were going through. He said trust and hope should be the council's guiding principles as they govern. He was proud to see the youth who stood up for their rights and demanded fair treatment. Zorrilla wants the community, as a whole, to take a stand against ICE and do whatever we can to protect our residents. What ICE is doing is a stretch of what our laws mean, and it's not protecting residents. He supports charter review, so they can see what is working and what isn't working. The council should discuss a plan for transition if people do decide to leave city employment. There is a lot of fear-mongering about the IDA. We should open up recruitment and not use it as a way to destabilize the city. He said they also have to be prepared, and have contingencies in place for the worst case scenarios. Zorrilla said he didn't want to make decisions based on fear, because the decisions they make affect peoples' day-to-day lives. The charter is from 1919. He said he would never be pressured into making a decision. He's going to learn as much as he can, and ask the questions he has to ask, to make sure the decisions he makes are right.

Mayor Harvey commented. He said, if we are speaking the facts, the last charter review was done in 2011. The city is facing a vacancy in the city manager position, and potentially a vacancy in the deputy city manager's position. The council has to maintain the city government though. He supports a promotional filling of the position from within, because continuity in city leadership matters. We have to maintain the stability of our city government, so we can look at those opportunities that people have spoken about today. What's happening in the Kenneys complex is horrific, and he receives multiple updates about the heat and hot water. If the council doesn't support the new ownership and a PILOT for the Kenneys apartments, then the residents are continuously going to get patch jobs on the heating system. Even if the city manager did declare a State of Emergency and authorized $350K to spend on a brand-new heating system, it still wouldn't fix the problem, because of the leaks in the water lines underground. There would still be significant problems with the entire system. The only way to get through it is to approve a PILOT for new ownership, including strong clawbacks and protections for residents, so they can get an entire redevelopment of the property. Without an entire redevelopment, people are going to get patch jobs year after year. If we don't get residents a new owner, then they are going to continue to have these problems.

This section of the meeting was closed.

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

6. Resolution No. 23 - 2026 - Contract with ESRI for ArcGIS Software

   Resolution authorizing the City Manager to execute an agreement with Environmental Systems Research Institute, Inc. for ArcGIS Enterprise Jumpstart software and related services

   Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo con Environmental Systems Research Institute, Inc. para el software ArcGIS Enterprise Jumpstart y servicios relacionados

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

7. Resolution No. 24 - 2026 - Contract with LaBella Associates for 2026 Former Consolidated Iron Site Annual Periodic Review Report

   Resolution authorizing the City Manager to accept a proposal with LaBella Associates, D.P.C. to perform additional groundwater sampling, reporting and periodic review of the engineering and institutional controls at the Delisted Consolidated Iron Superfund Site at a cost of $7,550.00

   Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta con LaBella Associates, D.P.C. para llevar a cabo muestreo adicional de aguas subterráneas, informes y la revisión periódica de los controles de ingeniería e institucionales en el sitio Superfund Consolidated Iron excluido de la lista, por un monto de $7,550.00

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

8. Resolution No. 25 - 2026 - Civic Plus — Additional Notify Me SMS Subscribers (500)

   Resolution authorizing the City Manager to execute a Statement of Work with CivicPlus, LLC for additional Notify Me SMS Subscribers

   Resolución que autoriza al Gerente de la Ciudad a ejecutar un Alcance de Trabajo con CivicPlus, LLC para suscriptores adicionales del servicio SMS "Notify Me"

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

9. Resolution No. 26 - 2026 - Amendment to the 2026 personnel book - IT Systems Administrator

   Resolution amending the 2026 Personnel Analysis Book to delete one Desktop Technician position and add one Information Technology Systems Administrator position in the Information Technology Department

   Resolución que enmienda el Libro de Análisis de Personal 2026 para eliminar un puesto de Técnico de Escritorio y agregar un puesto de Administrador de Sistemas de Tecnología de la Información en el Departamento de Tecnología de la Información

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

10. Resolution No. 27 - 2026 - License Agreement Addendum - Cary Institute of Ecosystem Studies

    Resolution authorizing the City Manager to execute an addendum to a license agreement with Cary Institute of Ecosystem Studies to continue use and access to five City-owned properties for an Urban Biodiversity Research Project

    Resolución que autoriza al Gerente de la Ciudad a ejecutar una adenda a un acuerdo de licencia con el Cary Institute of Ecosystem Studies para continuar el uso y acceso a cinco inmuebles municipales para un proyecto de investigación sobre biodiversidad urbana

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

11. Resolution No. 28 - 2026 - 459 First Street - Release of Restrictive Covenants

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Nazaire Kebreau to the premises known as 459 First Street (Section 27, Block 1, Lot 14)

Resolución que autoriza la ejecución de una liberación de cláusulas restrictivas y del derecho de reingreso respecto de una escritura emitida a favor de Nazaire Kebreau sobre el inmueble conocido como 459 First Street (Sección 27, Bloque 1, Lote 14)

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

12. Resolution No. 29 - 2026 - Apply for and Accept if Awarded a New York State Office of Parks, Recreation and Historic Preservation Municipal Parks and Recreation Grant for the Reconstruction of Newburgh Landing Pier at Unico Park

    Resolution authorizing the City Manager to apply for and accept if awarded a New York State Office of Parks, Recreation and Historic Preservation Municipal Parks and Recreation Program Grant not to exceed $900,000.00 with a 10% match for the Newburgh Landing Pier Reconstruction Project

    Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar, si se le otorga, una subvención del Programa Municipal de Parques y Recreación de la Oficina de Parques, Recreación y Preservación Histórica del Estado de Nueva York, por un monto que no exceda de $900,000.00, con una aportación equivalente al 10 %, para el Proyecto de Reconstrucción del Muelle de Newburgh Landing

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

13. Resolution No. 30 - 2026 - Board of Ethics Appointments

    A resolution re-appointing Valerie E. Larry and Nicholas Valentine and appointing Hannah Blumenstock and La'toya Byas to the City of Newburgh Board of Ethics

    Una resolución que re-nombra a Valerie E. Larry y a Nicholas Valentine, y nombra a Hannah Blumenstock y a La'toya Byas como miembros de la Junta de Ética de la Ciudad de Newburgh

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

14. Resolution No. 31 - 2026 - Authorizing Settlement of In Rem Property for 183 Prospect Street

    A resolution authorizing the settlement of litigation regarding the foreclosure of tax liens in rem for the year 2021 related to property known as 183 Prospect Street (Section 17, Block 2, Lot 23)

    Una resolución que autoriza la conciliación de un litigio relacionado con la ejecución hipotecaria de gravámenes fiscales in rem correspondientes al año 2021, respecto a la propiedad conocida como 183 Prospect Street (Sección 17, Bloque 2, Lote 23)

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

Old Business: / Asuntos Pendientes

15. Resolution No. 22 - 2026 - Payment in Lieu of Taxes Agreement with Bourne and Kenney Housing Development Fund Company, Inc. (F/B/O Bourne and Kenney LLC)

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

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

<u>Motion to Take the Resolution Off the Table</u>

Councilmember Shakur moved, and Councilmember Zorrilla seconded to take the motion off the table to discuss Resolution #22-2026.

Ayes-Martinez, McLymore, Shakur, Stewart, Zorrilla, Harvey- 6
Abstention- Monteverde- 1
Motion Carried

Councilmember Zorrilla commented. The provisions are not strong enough to protect the Kenneys residents in the future. He's seen other PILOTS, including what Pennrose did in Kingston, and he thinks we should've negotiated a stronger agreement, because residents are still cold. There should be a way to link a PILOT to our codes, so the developer is not reaping the rewards of tax benefits while people freeze. A performance bond, so funds can be set aside, is necessary so they can fix a boiler in case it breaks down. Also, tenants should be part of the decision-making that affects their day-to-day life. They are not asking for any change in the deal, they are simply asking for representation. Zorrilla said he couldn't make a decision in hopes that they would be good developers. The property was purchased for $4M, and the selling price is $10.2M. He can't, in good faith, sign a PILOT right now. Zorrilla said the timing couldn't be better for the council to talk about negotiation. We don't have to settle for scraps and base decisions out of fear that this is all we have. It doesn't sound like much of an investment to him, and a developer crying broke is not an excuse. He can't support this.

Councilmember McLymore asked what the actual changes added were.

Michelle Kelson remarked that a Section 6D was added. It requires the developer to maintain minimum housing quality standards established by HUD. If those standards are not maintained, it would be the same grounds of default as if there was a non-payment on the PILOT agreement itself. If it is income-regulated housing, then HUD requires minimum housing standards that have to be met by the developer in order for those benefits to be continued. If we had the agreement earlier, then it would've been posted. We didn't receive it until 5 PM today. The intent is to be complex-based and not unit-based. Individual housing vouchers are the ones people take with them (i.e. someone leaves the Kenneys and goes somewhere else). These are project-based housing incentives; they are not specific to an individual person or individual unit.

Councilmember Stewart remarked that the residents don't know the legalese, so we should show patience and compassion when responding to questions. We are all trying to learn as we go, and sometimes the frustration is misplaced. She looked for language that strengthened habitability, and she didn't see it. This is her taking a stab at governing, and she believes we are positioning ourselves as desperate, and from the point that we would allow developers to sell us anything. She feels we have to leverage tax breaks the developers want, and negotiate them from a position of strength. She wanted to see teeth in the PILOT itself, so they could hold developers accountable, and also so that people are not left stranded waiting for the codes and court process. When it comes to negotiation, you must always negotiate from a position of strength, and not from a position of weakness. Until she sees stronger language in the PILOT, she will not be voting in favor of it tonight.

Councilmember Monteverde concurred with her colleagues. It would be a disservice to move forward with this PILOT until the residents have heat and hot water. She believed the PILOT should be strengthened to ensure the tenants have that protection. She supported a motion to table it, because the HUD language is not strong enough.

Councilmember Shakur said that now that the residents have come out, the council is at the point where they can fix it; but we have to move forward on it now. There is only one option he sees right now, because we can't keep putting a Band-Aid on the problem. We must move forward with the PILOT. The residents are the ones going home with no heat, because the council members sitting at the table are going home to heat. Shakur said it took six years to get here, and if we talk about negotiation, then another six years will pass by.

Mayor Harvey said he liked the language presented by Stewart, but it has to go through the legal department. If anyone else on the council had additional language to include, he encouraged them to set aside time with Mrs. Kelson to discuss it. Just like the council could make a motion to table it again, it could also make a motion to amend the PILOT agreement to include that language, so they could vote on it and get it moving. Harvey said he wants nothing more than Kenneys residents to get their heat fixed promptly. He also read the language he would agree to, if approved tonight, which included, in layman's terms, that if the developer doesn't meet HUD standards in maintaining the property, such as basic heat and hot water, then the tax abatement is gone immediately. The tax PILOT would be null and void, and it would go out the window.

Stewart told the residents that the council wanted to listen to what everyone had to say, but everybody couldn't talk at once. She read an example of the language she is looking for, and introduced a *Habitability Assurance Recommendation (See attached)*. She knows we have codes and the Real Property Tax Law, but the contracts that they sign need to have enforcement. Everything relies on codes, and it is a process that takes at least thirty days. This is what the residents were looking for, and she made a motion to include the new language.

Councilmember Zorrilla said he believed they were skipping a step instead of instantly jumping into a motion. He stated he heard that new council people weren't doing their jobs and didn't speak with Mrs. Kelson. He felt that staff should be negotiating these things. The council has brought examples of language they would like to see incorporated into the agreement. To tie this agreement to HUD, which is a federal entity, when we have our own codes department, is skirting the council's responsibility. He asked why should they point at the Federal Government?

Harvey remarked that the Federal Government has federal supremacy over local and state laws, according to our U.S. Constitution. They are the over-arching legal entity that regulates state and local government on housing matters. If the council wanted stronger language, they could make a motion to amend it, and add the additional language. He is concerned that Kenneys residents are still living in horrific conditions. If we prolong a vote on a PILOT, it means that it would take a longer time for the new owners to start the redevelopment.

Monteverde believed the HUD language is not strong enough. Mullins is also under HUD, and look at what they are going through. Mullins complex is HUD voucher-based as well.

Stewart stated this is the hard conversation the council has to have. They won't always agree on everything, but she said everyone needs to participate to come up with the best solution for residents. This agreement is going to shape how the council looks at PILOTS in the future, so if it takes a little longer to get it right, then she supports it. She is opposed to rushing it. She wanted to make sure that PILOTS have teeth in them, at the city level, not just at the County and Federal levels.

Councilmember Martinez appreciated the language Stewart introduced. She supported a review of it with our legal team to make sure the council was doing the strongest version possible, and to make sure they did it right.

Zorrilla pointed out a discrepancy in the payment amount in Section 4 Exhibit A, to which Kelson confirmed that it was a typographical error that could be fixed.

Stewart stated she preferred to table the agreement, because she believed this was the responsible thing to do. That way, the council could work out what it needed to work out, and then come back and share the new agreement with the public before voting on it.

<u>Motion to Table the Resolution</u>

Councilmember Stewart moved and Councilmember Zorrilla seconded the motion.
Ayes- Martinez, Monteverde, Stewart, Zorrilla, Harvey-5
Abstention- McLymore*, Shakur -2
Motion Carried

**Not present during the vote*

There was no other old business to discuss.

16. Anticipated City Manager Vacancy

Vacante prevista del puesto de Gerente de la Ciudad

Mayor Harvey commented that there is an anticipated city manager vacancy. They could either make a motion to appoint the deputy city manager to the city manager's position, or they could do a search.

Todd Venning pointed out that they had a special meeting, and they discussed it to the point where a decision needed to be made. Someone must make a motion tonight. The staff didn't want to assume what the council wanted to do.

Councilmember Monteverde mentioned that a national search protects the city from claims of favoritism, and it aligns with best practices for council-manager governments. The council must lead the process, and transparency builds community trust. It is not about any individual candidate. It is about the city hiring the best qualified person to lead the administration and support the council's shared goals and purpose. She recommended that the council move forward with a national search.

Harvey said they have to maintain the stability of the city government, so we can continue the successes we've had in the city. There is nothing illegal about a promotional hire. This is where he stands, in order to be able to maintain the financial stability of the city.

Councilmember Martinez stated she didn't want her vote to be misinterpreted in any way. She wanted to present a different motion after this one. She felt it was premature and wished to discuss it further. She said they never reached a conclusion when they had had those discussions, and she wanted to discuss other viable pathways. She said she requested more time to discuss the process, because they didn't have a set of standards for what their vision is for the city manager position.

Councilmember Zorrilla commented. It was discussed that a majority of the council wanted a search. To leave it open-ended and have a separate motion on the table is confusing. He said they went one-by-one and asked for a search, and tonight we have 'Anticipated City Manager Vacancy' on the agenda. The fact that the deputy city manager, who is thinking about leaving too, is very concerning. He said he appreciated that Todd had decided to stick around until March 31st, but at the work session it was clear that the majority of the council wanted a search. A search doesn't preclude Mike Neppl from applying. As a new council member, Zorrilla is hearing from constituents that the process should be clear to ensure that the next person hired for the position is aligned with the growth and stability of the city. It could be someone from Newburgh. If the deputy city manager has done a good job, then he is sure he will come out on top. If the council asked for a search, then they are voting on the wrong thing right now.

Councilmember Shakur said this is about four Black Men being in the Top Four positions. They got rid of one [Black Man], and now they are going after the other three. People kept pushing Todd, and Shakur said he's ready to leave the council too.

Councilmember Stewart commented. This is the hard conversation she talked about. The city manager position is the top un-elected position in the city. This position, in many respects, holds more weight and power than the city council. The council must have a conversation about what the expectation is for anybody who fills the role. The position is full-time, and everyone else is part-time. When you are the keeper of all that knowledge, then you tend to hold more power. The position has three jobs, which are the CEO, CFO and the Director of Finance. The council needs to discuss whether this is the way the position needs to stay. Maybe it's worked, or maybe it hasn't, but the council has to discuss it first. She said the majority of the council indicated they wanted a search. This ensures the process is fair. In any industry, we all go through a fair process. If there is a vacancy, the position is posted. People apply, and they are vetted. Then the person identified is hired. The majority of the council has a problem with people being pushed into a position without transparency. We shouldn't allow it in city government, because it's a big job.

Harvey pointed out that this vote is to see where the council stands on how it is going to move forward. He said he knew the majority of the council wanted a search and recalled that Zorrilla told him that he [Harvey] didn't know how the majority would vote. He wanted to know, on record, whether the council is going to do a promotional hire or a search.

Zorrilla said this was because it wasn't part of any agenda. He said he expected to vote on a search tonight, so they could decide on the framework for the search. He stated he no longer felt comfortable with this administration deciding on a framework for a search. He'd rather wait until the end of March to decide on a framework for the search. In terms of the vacancy though, the current people seeking a PILOT are the same people lobbying for the council's support to promote the current deputy city manager. He said he was OK with the deputy city manager applying, but getting an email from someone pushing a staff person is concerning to him.

Michelle Kelson clarified that the council doesn't vote at works sessions, and the City Clerk is not present to take minutes. In order for the council to act, it has to be done at a regular council meeting. If there was discussion, based on the observation that a majority of the council was supportive of a certain position, it still had to be confirmed. The staff was simply trying to memorialize the discussion from Thursday, into a simple motion. Kelson apologized for it not being effective, and said there is normally a written piece of paper to go with it; but this is, without question, a decision that the council has to make. The staff did not prepare words for the council to read from a piece of paper, and to read anything more into it is not productive, because this was not the staff's intent. She reminded the council a motion exists on the table. The council's parliamentary options are to call for a vote or table that motion.

<u>Motion to Appoint the Deputy City Manager to City Manager When the Vacancy Occurs on April 1, 2026</u>

Mayor Harvey moved, and Councilmember Shakur seconded the motion.
Ayes- McLymore, Shakur, Harvey-3
Nays- Martinez, Monteverde, Stewart, Zorrilla-4
Motion Defeated

Councilmember Zorrilla introduced a new motion to table the discussion on a search for a new city manager until there is an actual vacancy.

Mayor Harvey pointed out that if this motion is carried, then the city is not going to commence with discussion about a search until after March 31st.

Councilmember McLymore asked Zorrilla to clarify the motion. Also, he asked if they are leaving the city vulnerable if they wait until April 1st to have that discussion. He felt they shouldn't wait until April 1st. He preferred to discuss it now. There is not a lot of time between now and April 1st, and he wanted to have a meaningful conversation.

Zorrilla commented. He believes that the current administration should not be in charge of a search for a replacement administration. For the council people, who are just starting the ropes, it's been difficult just getting basic answers to his questions. Maybe the council should wait and see if there is an actual vacancy on April 1st. Zorrilla stated it felt as though the city manager may be keeping his options open, because the charter is clear. The council could then have a constructive communication about the transition planning. Zorrilla stated that if the city is so stable, and there is so much momentum, then one person leaving should not destroy the whole city. He said he would not make his decisions based on fear. When there is a clear vacancy, the council can decide the matter, and follow the charter.

Councilmember Stewart pointed out that, based on the city charter, they are not leaving the city vulnerable. As of April 1st, the city has ten (10) days to appoint an interim city manager. The interim manager would continue the work of the city manager, and also allow for continuity of the work.

Zorrilla stated that the charter is pretty clear about who could be an interim manager. It has to be an officer, and our officers are competent people in the city. We shouldn't set a precedent where we elevate the deputy manager right away. The deputy could apply and possibly get the position. The interim appointment is on a short-term basis. We could add to the work sessions, talks about transition planning. It could be added to every work session for the next month. He suggested they discuss it, in public, not in special sessions, detailing the expectation for leadership when the vacancy actually exists.

Stewart stated she knows it's a pivotal moment in the city, in terms of transition. She stated they could add another date, and they could add a special session to discuss it. It can't be discussed in short spurts, and out of fear. She suggested they set aside time over the next month to have real, and substantive conversation about the position and the transition.

Harvey said these are tough conversations, they are in public, and they are transparent about it. The council would continue to have discussions in public. He urged his colleagues to keep in mind the timelines involved, and what they are able to do within the framework of the law and our city charter. Whatever the council decides, then that's what it is.

Councilmember Shakur said we've known about it for a few months. Now we want to have a discussion about it?

Zorrilla clarified the motion, and stated that it didn't preclude the council from having a discussion about the transition planning in the meantime.

Motion to Table the Discussion About a Search for a New City Manager Until An Actual Vacancy Exists

Councilmember Zorrilla moved, and Councilmember Monteverde seconded the motion.
Ayes- Martinez, Monteverde, Stewart, Zorrilla- 4
Abstentions- McLymore, Shakur- 2
No- Harvey- 1
Motion Carried

New Business: / Nuevos Negocios

Councilmember Stewart requested an update on the provision of space for Coach Lee on South Lander Street.

Todd Venning stated it's a complex process. He provided the disposition policy to the council. He didn't know if this particular building was surplus, but they could discuss it and work with the planning office to determine the process. He pointed out there are multiple parties interested in that property.

Councilmember Monteverde requested that a resolution regarding the city's non-collaboration with ICE be put on the next work session.

Councilmember Zorrilla said he's received calls from developers who are nervous about the transition. He requested an open call for IDA applications, to address the vacancies on the board.

Michelle Kelson clarified that applications for boards can be submitted 24/7, through the board-appointment policy. It doesn't have to be put on the agenda. The staff canvasses all applications it receives, and then brings them to the council, like they do with all other boards when there are vacancies.

Monteverde asked if they could make a public service announcement so that people know the city is seeking members for all its boards.

Venning replied, and said they could put it on the city's social media page.

Councilmember Martinez asked Kelson how many applications need to be received before they come before the council, to which Kelson pointed out that she's brought applications to the council when there was only one applicant. When we have vacancies on boards, staff puts out a public notice, canvasses and then brings the applications before the city council.

Martinez requested a discussion on the legality of a ticket moratorium.

There was no other new business to discuss.

Final Comments from the City Council / Comentarios Finales del Ayuntamiento

Councilmember Zorrilla thanked everyone for coming out tonight. He looked forward to a smooth transition that is collaborative, and one that includes the people.

Councilmember Stewart wished everyone a good night, and said she would see everyone at the next work session and council meeting.

Councilmember Shakur wished everyone a good night.

Councilmember Monteverde appreciated everyone's comments this evening.

Councilmember McLymore stated it has been a long night, but it's worth it. He's grateful to see his community come out and speak up for their beliefs. He made a post on his social media about the children and young adults who peacefully protested against ICE. He stated he supports peaceful protest and the young people were exercising their First Amendment Rights. A lot of people had problems with his post though, and they missed the keywords: peaceful protest. McLymore wants young people to know he supports them. Newburgh is truly a City of Manifested Dreams. He said the city would keep pushing forward, and he believes things will get better in the future.

Councilmember Martinez thanked everyone for sticking it out at the meeting. These types of discussions are hard, but they're necessary. The council is not always going to agree with everything, but they'll continue to do their best to work with each other. When the meetings are long, it's because everyone has something to say, and people are passionate about their city. She looked forward to continuing to work with her colleagues.

Mayor Harvey stated that Newburgh has always been a tough city. The residents love hard, and everybody is passionate about what the future of Newburgh looks like. He echoed Councilperson Martinez, and stated they can disagree without being disagreeable. He thanked everyone for being respectful, for the most part. Newburgh has always been a gritty city, and the council would continue to debate respectfully, to get through what they need to do for the residents.

This section of the meeting was closed.

Adjournment / Aplazamiento:

There being no further business to come before the council, the meeting adjourned at 10:26 PM.

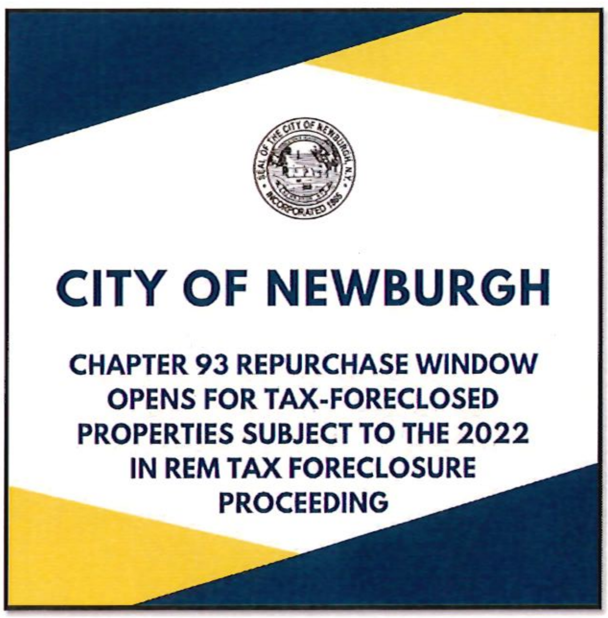
Submitted,
KATRINA COTTEN
CITY CLERK

COMMUNITY UPDATE

Nancy Bloom Appointed City Comptroller

COMMUNITY UPDATE

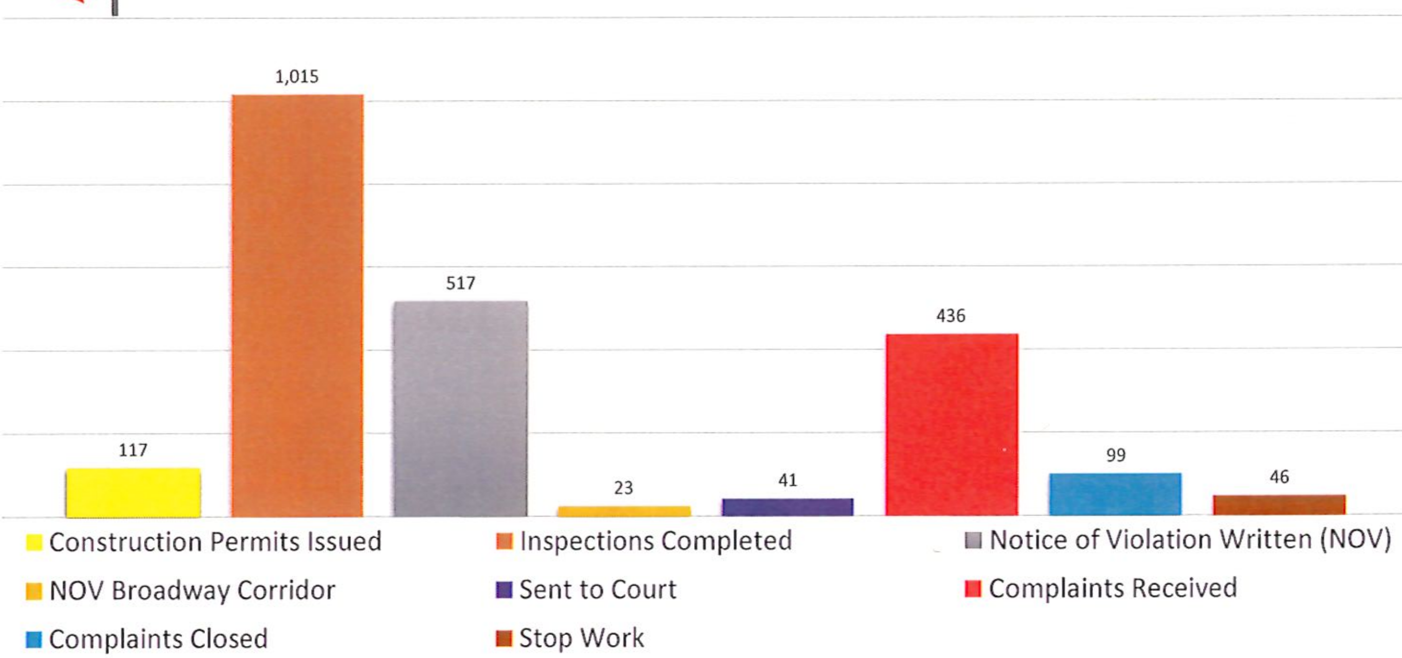
Ch. 93 repurchase window opens for properties subject to the 2022 in rem tax foreclosure proceeding



*The deadline to apply for repurchase is **4:00 p.m. on Friday, March 6, 2025***

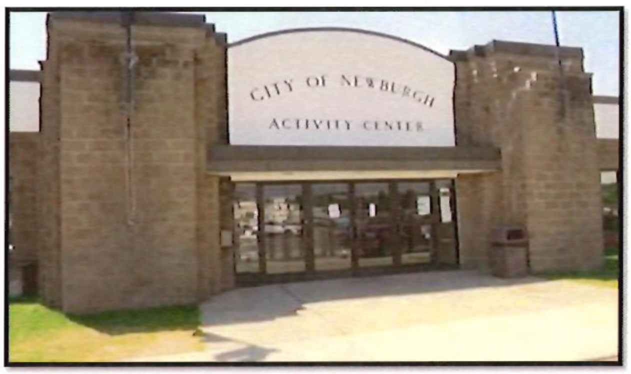
CODE COMPLIANCE UPDATE

Month of January 2026



RECREATION DEPARTMENT UPDATE

January 2026



Orange County Youth Bureau Awards

Youth Sports Program - $20,000
Youth Enrichment Program - $20,000
Learn to Swim - $14,250
Summer Programs $9,500
Community Special Events - $10,000

City of Newburgh Youth Programs

Afterschool Program
Winter Youth Indoor Soccer
Winter Youth Basketball ended

In January the Activity Center Hosted

Press Conference
Christmas Tree Recycling
Team Newburgh Meeting
Professional Development
Gun Buyback
Three Repass Events

DEPARTMENT OF ENGINEERING UPDATE

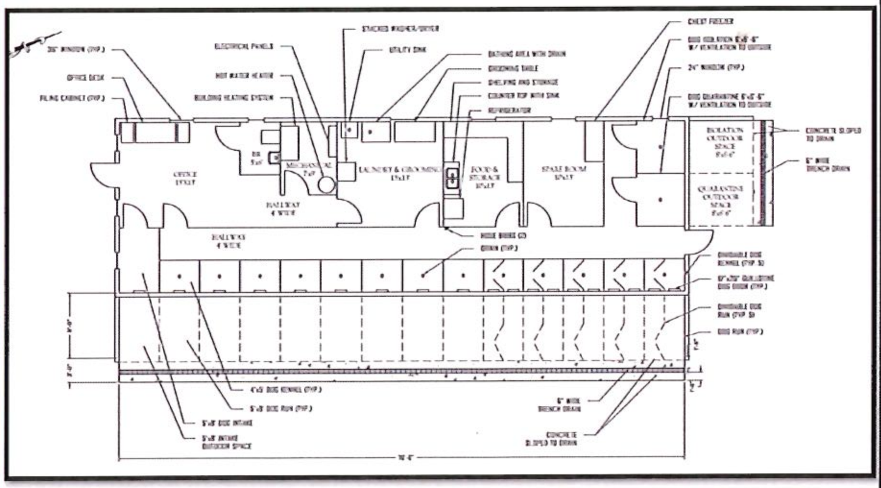
Preparation of Combined Sewer Annual Report

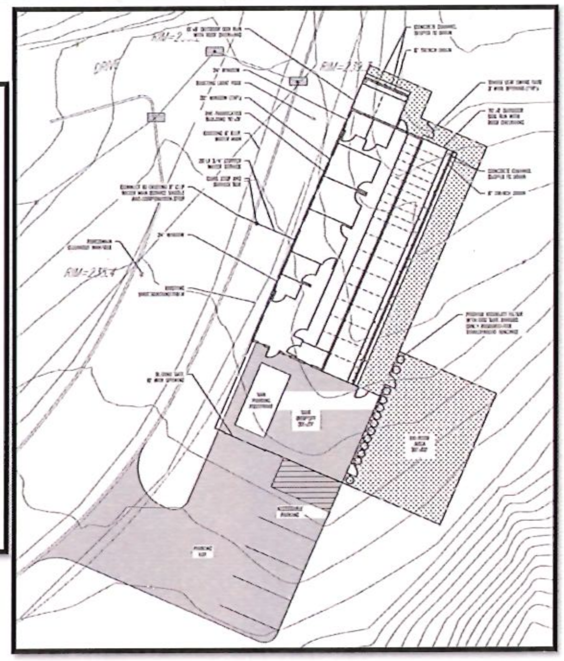
CITY OF NEWBURGH

DEPARTMENT OF ENGINEERING SUCCESSFULLY SUBMITTED THE COMBINED SEWER OVERFLOW ANNUAL REPORT

DEPARTMENT OF ENGINEERING UPDATE

Dog Shelter Grant





Dog Shelter – Building and Site Plans

COMMUNITY UPDATE
Newburgh Mural Unveiling – Celebrating Public Art

Mural Located On The Side Of DMU Music Store Across From City Hall

The Campos Family At The Unveiling

CITY OF NEWBURGH NEW YORK

CONTACT US

Members of the news media are asked to direct all press inquiries to:

press@cityofnewburgh-ny.gov

SUBMITTED BY PASTOR ROSEY AT COUNCIL MEETING OF FEBRUARY 9, 2026

CITY COUNCIL MEETING,
02/09/2026
RESIDENT OF WARD 1

CAMERA'S : I WOUD LIKE TO MAKE A SUGGESTION THAT WE DO NOT PUBLICLY STATE WHERE SOME OF STREET CAMERAS ARE LOCATED THAT ARE HELPING WITH CRIME.

ANIMAL SURVEILLANCE IS IMPORTANT. I PERSONALLY WAS WALKING ON GRAND STREET AND ENCOUNTERED A BLACK BEAR BARRELING DOWN THE SIDE WALK COMING TOWARD ME. THE STORY IS FOR ANOTHER TIME.

A THOUGHT: IF WE CAN HAVE CAMERAS FOR TRACKING ANIMALS WOULD'T IT BE OF BENEFIT TO HAVE SOME CAMERA MONEY USED TO INSTALL SOME RED-LIGHT CAMERA'S WHICH IS WOULD IMPROVE PUBLIC SAFTEY FOR PEOPLE?

THERE IS A CRONIC PROBLEM WITH RESIDENTS RUNNING RED LIGHTS ESPECIALLY ON BROADWAY AT THE LIGHT AT THE WEST-END POST OFFICE.

MAY I ASK THE COUNCIL HOW THEY WILL MAKE GOOD ON THE PROMISE OF YOUR WORD GIVEN TO THE SUNSET RIDGE PEOPLE TO HAVE DPW PLOW THEIR PRIVATE ROAD AFTER THE INFORMATION PROVIDED BY THE LEAGAL TEAM AT THURSDAY'S WORK SESSION?

PSALM 15:4 SAYS, THAT WE SHOULD KEEP OUR PROMISES EVEN WHEN IT HURTS. JUST A SUGGESTION THAT SOMETIMES WE NEED TO PUT MONEY OUT OF OUR OWN POCKETS TO SHOW WE ARE PEOPLE OF OUR WORD EVEN IF IT HURTS.

KEEPING OUR WORD AND ESTABLISHING TRUST IS A VITAL IMPORTANT THING TO RESIDENTS. ESPECIALLY WHEN WHAT WE SAY IS SAID WITH INTENSE PASSION FOR WITH A PROMISE TO THE PROBLEM.

<u>LASTLY TWO VISIONS IS A DIVISION:</u>
I SEE THERE IS A VISION OF WHAT THE LAW SAYS AND A VISION OF MEANINGFUL HEARTS ON THE COUNCIL THAT WANT TO BE BENEVILANT AND HELP THE PEOPLE.

THE LAW MAY SAY YOU ARE NOT ALLOWED TO HELP PEOPLE IN CERTAIN CIRCUMSTANCES BUT YOUR HEART WANTS TO HELP.

CERTAIN THINGS CANNOT BE HELPED ON A CITY GOVERNMENT LEVEL.
SOME THINGS NEED TO BE BROUGHT TO CHURCHES AND COMMUNITY ORGANIZATIONS TO HELP RESIDENTS BECAUSE THEY ARE NOT BOND BY RULES AND REGUALAITONS OF THE CITY GOVERNMENT.

I SEE THAT SOME OF THE THINGS YOU WANT TO DO AS A COUNCIL ARE VERY ADMERABLE AND VERY KIND BUT, YOU ARE BOND BY LAWS THAT DON'T ALWAYS ALLOW YOU TO DO THEM THROUGH YOUR POSISTIONS ON THE COUNCIL.

YOU MAY NEED TO FIND OTHER WAYS TO DO THEM OUTSIDE THE GOVERNMENT OF THE CITY.

THERE ARE A LOT OF DIFFERENT GIFTING IN THOSE OF YOU ON THE COUNCIL.

TO HAVE WISDOM IS NOT JUST TO KNOW WHAT THE TRUTH IS BUT TO HAVE THE RIGHT APPLICATION OF THE TRUTH. HOW TO APPLY WHAT YOU KNOW IS RIGHT SO THAT IT BENEFITS THE GREATER COMMUNITY.

AS I AM LISTENING TO YOUR INTERACTIONS WITH ONE ANOTHER AND TO THE CITY MANAGER AND LEGAL TEAM.

THE LAW AND THE HEART OF BENEVELANCE ARE TWO DIFFERENT VISIONS AND SOMETIMES THEY ARE CLASHING.

MAY GOD BLESS THE CITY OF NEWBUGH, NY

Dr. Jackielyn Manning Campbell Superintendent of Schools

NEWBURGH
ENLARGED CITY SCHOOL DISTRICT

Ms. Onyx Peterson	Deputy Superintendent
Dr. Elisa Correa-Soto	Asst. Superintendent, Secondary Curriculum & Instruction
Dr. Natasha Freeman-Mack	Asst. Superintendent, Student Support Services
Ms. Marcie Heywood	Asst. Superintendent, Pre K - 2
Ms. Genieve Holder	Asst. Superintendent, Human Resources
Mr. Joseph McGrath	Asst. Superintendent, Chief Information & Data Officer
Dr. Shannon O'Grady	Asst. Superintendent, Elementary Curriculum & Instruction
Ms. Kimberly Rohring	Asst. Superintendent, Finance/Chief Financial Officer
Ms. Michelle Mc Kitty-Bromley	Asst. Superintendent, Exceptional Learners

February 9, 2026

RECEIVED
FEB 9 REC'D
CITY CLERK

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

Re: Interest in Participating in the City Manager Interview Panel

Dear Council Members,

I am writing to formally express my interest in serving on the interview panel for the upcoming recruitment of Newburgh's new City Manager. I believe I can offer valuable perspective to the selection process particularly as it pertains to my 22 years of experience as an executive leader inclusive of a large number of years in Human Resources. As the Superintendent for the Newburgh Enlarged City School District I firmly uphold the value of community collaboration and partnerships.

I believe the opportunity to serve on the interview panel would strengthen the relationship between the City of Newburgh and its school district as we establish shared goals and support each other's objectives as both pertain to our shared residents.

I am confident in my ability to objectively evaluate candidates against the position's requirements and to help select a candidate who aligns with our City's vision. I understand the importance of finding someone who not only has the right skills but also fits the culture of our community.

Thank you for considering my request to serve our community.

Sincerely,

Jackielyn Manning Campbell

Dr. Jackielyn Manning Campbell
Superintendent of Schools

JMC/vc

c: Katrina Cotten, City Clerk

RECEIVED

FEB 9 REC'D

CITY CLERK

Cotten, Katrina

From:	Megan Galbraith <megangalbraith@gmail.com>
Sent:	Monday, February 9, 2026 2:55 PM
To:	Harvey,Torrance; Comments; Martinez, Giselle; Stewart, Tamika; Zorrilla, Ronald; Monteverde, Ramona; Mclymore, Robert; Shakur, Omari
Cc:	Deborah Danzy; John Newsome; Megan Galbraith; MaryLou Baumgartner; Sr. Yliana Hernandez; newburghrrn@protonmail.com; newburghcitydems@gmail.com; jobiezulu@gmail.com
Subject:	Public Comment Item 2/9/2026: Call to action + an invitation

Dear Council,
Everyday we are seeing tremendous acts of courage and organizing in resistance to unlawful, government sanctioned actions. With the potential opening of the Chester ICE detention camp, time is of the essence to deepen our understanding of our rights and deepen the ways in which we protect one another.

I am writing on behalf of the Newburgh Community Preparedness Coalition as a follow up to our January 28th email to the full Council offering an education/advisory conversation to onboard City of Newburgh leadership to current grassroots community preparedness + organizing efforts.

Thank you Councilwoman Martinez and Councilwoman Stewart for your responses to that email.

My outreach today:

- **Acts as a submission of public comment** for this evening's Council meeting. I am unable to attend in person. I plan on being at the February 23rd meeting to share the content of this email then as well.

- **A call to action** - to take a leadership stance and work to protect our community from ICE by drafting/passing City of Newburgh resolutions in support of NY4ALL, MELT, Dignity Not Detention, Gov. Hochul's "Local Cops, Local Crimes", in opposition to Chester facility, in collaboration with the school district to protect our children, and with detailed actions/tactics on how we will operate as a City with these resolutions in place.

- **As an invitation -** Please join us on Thursday, February 26th alongside Mid-Hudson Valley community-based leaders for a Know Your Rights workshop and discussion:
  - **The details:**
    -
      - Thursday, February 2/26
      - 11:00am - 2:30pm (lunch provided)
      - Sponsored by: Public Equity Group (John Newsome, Deborah Danzy) + Newburgh Resists, Indivisible (Megan Galbraith)
      - Hosted at Calvary Presbyterian Church (120 South Street, Newburgh, NY). Pastor J. Edward Lewis - thank you for your leadership and generosity.
  - **The program**
    - Know Your Rights Training + Discussion

        - Conducted by Hudson Valley Justice Center expert counsel, Deputy Director Cynthia Tejada-Joseph, Esq. who has extended her steady leadership and generosity at previous bilingual legal workshops for the Newburgh community
    - Community Preparedness Resource Overview + Discussion
        - Organizers will share resources about current community preparedness options for your constituents + colleagues
        - Overview of upcoming public workshop offerings
        - Break-out session to share lessons learned and highlight areas of need you are seeing in your work to inform future community preparedness training
- Lunch + community conversation
- **Please RSVP here by February 15th**. If multiple people from your organization would like to attend, please indicate this on the RSVP form and we will work to accommodate!

Thank you for your consideration.

In solidarity,
Megan Galbraith
City of Newburgh Resident + Co-Lead of Newburgh Resists, Indvisible + The Newburgh Community Preparedness Coalition

ABOUT US

"Solo el pueblo salva al pueblo", translates roughly to *"Only the people can save the people."* It's a powerful call to action—a reminder that in times of crisis and systemic failure, ordinary people must rely on one another and on collective action to protect their friends, neighbors, colleagues, and classmates. Doing so effectively requires organization, training, and collaboration.

THE NEWBURGH COMMUNITY PREPAREDNESS COALITION is a grassroots effort, spearheaded by Newburgh Resists-Indivisible, Newburgh Rapid Response, Fuerza Newburgh, Immigrant Solidarity Table (a coalition of faith leaders, community activists, lawyers, residents, rapid response volunteers, and mutual aid groups), and Public Equity Group, to turn that belief into action: building the skills, networks, and solidarity our community needs to keep our community safe in the face of escalating - and increasingly violent and illegal - immigration enforcement + threat to elections. We do this through a series of community-based training workshops and creation of pathways for decentralized volunteer opportunities that support rapid response + mutual aid efforts.

RESOLUTION NO.: __23__ - 2026

OF

FEBRUARY 9, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. FOR ARCGIS ENTERPRISE JUMPSTART SOFTWARE AND RELATED SERVICES

WHEREAS, the City intends to upgrade its GIS mapping software and received an agreement from Environmental Systems Research Institute, Inc. for its ArcGIS Enterprise Jumpstart services package; and

WHEREAS, the term of the agreement is 3 years and funding for year 1 in the amount of $67,937.6000 is derived from A.1440.0448.0002 – GIS and Engineering Software Maintenance; and

WHEREAS, the City Council finds that entering into an agreement with Environmental Systems Research Institute, Inc. for its ArcGIS Enterprise Jumpstart services package 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 of the City of Newburgh be and he is hereby authorized to enter into an agreement with Environmental Systems Research Institute, Inc. for its ArcGIS Enterprise Jumpstart services package.

#23-26

Quotation # Q-564678

Date: January 16, 2026

Customer # 269944 Contract # 00044013.6

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

City of Newburgh
Engineering and DPW
83 Broadway
Newburgh, NY 12550-5617

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 1/15/2026 To: 4/15/2026

ATTENTION: Chad Wade
PHONE: (845) 569-7447
EMAIL: cwade@cityofnewburgh-ny.gov

Material	Qty	Term	Unit Price	Total
193205	1	Year 1	$42,200.00	$42,200.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
193205	1	Year 2	$42,200.00	$42,200.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
193205	1	Year 3	$42,200.00	$42,200.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
153636	1		$18,386.88	$18,386.88

The ArcGIS Enterprise Jumpstart – Basic Service Package provides up to 3 days of on-site and/or remote installation and configuration support for a single base deployment ArcGIS Enterprise implementation on up to 4 customer-provided physical, virtual, or cloud servers by 1 Esri consultant. The Esri Consultant will work with the Customer to develop an implementation and configuration plan prior to the implementation. After the installation and configuration are complete, remaining time will be allocated to knowledge transfer of standard ArcGIS Enterprise technology topics such as: ArcGIS Enterprise administration, creating and connecting to enterprise geodatabases, creating and working with services, backing up ArcGIS Enterprise, configuring and using your ArcGIS organization. Topics outside the scope of the ArcGIS Enterprise Jumpstart include but are not limited to: migration of databases and applications, geodatabase administration, integration, installation/configuration with any third-party systems, system architecture design, network administration, security review, high availability, performance tuning, and application development. On-site support will be provided at a mutually agreed upon Customer location during one trip within the United States on consecutive business days during a single work week. Scheduling will be based on resource availability. Customers will need to prepare in advance for Esri's visit. The Esri Professional Service Packages terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions and preparation requirements can be viewed on the web at https://www.esri.com/en-us/legal/terms/services/. For activities/

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Cian Kellett	ckellett@esri.com	(909) 793-2853

esri THE SCIENCE OF WHERE

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EMAIL: cwade@cityofnewburgh-ny.gov

Material	Qty	Term	Unit Price	Total
		engagements that span more than 1 business day, if the Customer reschedules or cancels the consulting engagement within three (3) calendar days of the scheduled start date, Esri will separately invoice the Customer a cancellation fee of $2,500.		
163428	2		$2,756.52	$5,513.04
		ArcGIS Enterprise: Administration Workflows 3 Days per Seat Instructor Led Online Classroom		
174136	2		$918.84	$1,837.68
		ArcGIS Online: Essential Workflows 1 Day per Seat Instructor Led Online Classroom		

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Cian Kellett	ckellett@esri.com	(909) 793-2853

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175   CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
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Quotation # Q-564678

Date: January 16, 2026

Customer # 269944   Contract # 00044013.6

City of Newburgh
Engineering and DPW
83 Broadway
Newburgh, NY 12550-5617

ATTENTION: Chad Wade
PHONE: (845) 569-7447
EMAIL: cwade@cityofnewburgh-ny.gov

Subtotal:	$152,337.60
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$152,337.60

For customers purchasing from the State of New York Centralized Contract No.PM67345/Esri Contract No. 305303, supplemental licensing terms and conditions for the Esri products also apply and can be found here: https://www.esri.com/en-us/legal/overview
NY State contract details can be found here:
Information Technology Umbrella Contract – Manufacturer Based:
https://ogs.ny.gov/purchase/snt/awardnotes/7360022802can.HTM
PLEASE REFERENCE the above contract on your Purchase Order or Ordering Document.
Esri Federal Employer ID: 95-2775732
Please address purchase orders to:
Esri
380 New York St, Redlands, CA 92373

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Cian Kellett	ckellett@esri.com	(909) 793-2853

esri THE SCIENCE OF WHERE

Environmental Systems Research Institute, Inc.
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Newburgh, NY 12550-5617

ATTENTION: Chad Wade
PHONE: (845) 569-7447
EMAIL: cwade@cityofnewburgh-ny.gov

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF $__________, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

___ I agree to pay any applicable sales tax.

___ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

______________________________ ______________________
Signature of Authorized Representative **Date**

____
Name (Please Print)

____
Title

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Cian Kellett	ckellett@esri.com	(909) 793-2853

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:
Cust. Name ______________
Cust. # ______________
PO # ______________
Esri Agreement # ___________

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-2)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	**ArcGIS Enterprise Additional Capability Servers** ArcGIS Image Server **ArcGIS Online User Types** ArcGIS Online Viewer User Type **ArcGIS Enterprise User Types** ArcGIS Enterprise Viewer User Type

Capped Quantities (annual subscription)

ArcGIS Online User Types		**ArcGIS Enterprise User Types**	
ArcGIS Online Contributor User Type	20	ArcGIS Enterprise Contributor User Type	20
ArcGIS Online Mobile Worker User Type	125	ArcGIS Enterprise Mobile Worker User Type	125
ArcGIS Online Creator User Type	125	ArcGIS Enterprise Creator User Type	125
ArcGIS Online Professional User Type	30	ArcGIS Enterprise Professional User Type	30
ArcGIS Online Professional Plus User Type	30	ArcGIS Enterprise Professional Plus User Type	30
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		**ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type**	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	30 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	30 each
ArcGIS Online Apps and Other		**ArcGIS Enterprise Apps and Other**	
ArcGIS Location Sharing for ArcGIS Online	30	ArcGIS Location Sharing for ArcGIS Enterprise	30
ArcGIS Online Service Credits	75,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	20

Other Benefits

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

____
(Customer)

By: ______________________________
Authorized Signature

Printed Name: ______________________________

Title: ______________________________

Date: ______________________________

CUSTOMER CONTACT INFORMATION

Contact: ______________________________

Address: ______________________________

City, State, Postal Code: ______________________________

Country: ______________________________

Quotation Number (if applicable): ______________________________

Telephone: ______________________________

Fax: ______________________________

E-mail: ______________________________

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 **Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 **Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 **Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 **No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 **Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 **Termination for Lack of Funds.** For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 **Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 **Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 **Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. **Tier 1 Support**

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. **Tier 2 Support**

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 **Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity;
(ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

RESOLUTION NO.: 24 - 2026

OF

FEBRUARY 9, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL WITH LABELLA ASSOCIATES, D.P.C.
TO PERFORM ADDITIONAL GROUNDWATER SAMPLING, REPORTING AND
PERIODIC REVIEW OF THE ENGINEERING AND INSTITUTIONAL CONTROLS AT
THE DELISTED CONSOLIDATED IRON SUPERFUND SITE AT A COST OF $7,550.00

WHEREAS, the United States Environmental Protection Agency and the New York State Department of Environmental Conservation approved the Site Management Plan for the Consolidated Iron Superfund Site, and subsequently delisted the site in December of 2014; and

WHEREAS, provisions in Site Management Plan requires the City of Newburgh to conduct groundwater sampling and periodic review of the engineering and institutional controls at the delisted Consolidated Iron Superfund Site; and

WHEREAS, by Resolution No. 267-2015 of October 26, 2015, Resolution No. 125-2017 of May 22, 2017, Resolution No. 192-2018 of August 13, 2018, Resolution No. 106-2020 of May 1, 2020, and Resolution No. 160-2021 of July 12, 2021, the City Council approved contracts with The Chazen Companies to conduct groundwater sampling, reporting services and periodic reviews of the engineering and institutional controls at the delisted Consolidated Iron Superfund Site; and

WHEREAS, LaBella Associates, D.P.C. acquired The Chazen Companies and by Resolution No. 17-2023 of February 13, 2023 and Resolution No. 58-2025 of March 24, 2025, the City Council approved contracts with LaBella Associates, D.P.C.s to conduct groundwater sampling, reporting services and periodic reviews of the engineering and institutional controls at the delisted Consolidated Iron Superfund Site; and

WHEREAS, LaBella Associates, D.P.C. has submitted a proposal to conduct the next round of groundwater sampling, reporting services and periodic review of the engineering and, institutional controls at the delisted Consolidated Iron Superfund Site at a cost of $7,550.00 with funding to be derived from A.1440.0448.0003; and

WHEREAS, this Council has determined that accepting such proposal and entering into a contract for such work 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 accept a proposal and enter into a contract with LaBella Associates, D.P.C. to conduct groundwater sampling, reporting services and review of the engineering and institutional controls at the delisted Consolidated Iron Superfund Site at a cost of $7,550.00.

#21-26

LaBella
Powered by partnership.

January 27, 2026

Mr. Jason C. Morris, P.E. City Engineer
Office of the Engineer
83 Broadway
Newburgh, NY 12550

Re: Consolidated Iron and Metal Site – 2026 Annual Sampling/Reporting
EPA Site Number: NY0002455756
NYSDEC Site Number: 336055
LaBella Project No. CZ41548.00

Dear Mr. Morris,

LaBella Associates, DPC (LaBella) appreciates this opportunity to continue providing groundwater sampling and reporting support for the former Consolidated Iron and Metal Site in the City of Newburgh, Orange County, New York. The work will closely match field services provided during the past several years. It is our understanding that your next Periodic Review Report (PRR) will be due on June 15, 2026.

Phase 0100 - 2026 Groundwater Sampling

LaBella will conduct one round of groundwater sampling from the presently-required eight existing on-site groundwater monitoring wells. This sampling event will be planned to occur in late March/early April 2026 to provide data in time for a PRR submittal by the due date of June 15, 2026.

Wells will be purged using low-flow sampling methods. Water quality parameters will be recorded while purging to assure stabilized flow through well screens into dedicated sample tubing. Purge water will be decanted to the ground based on permission received previously from NYSDEC.

Collected samples will be placed on ice and submitted to an ELAP certified laboratory for standard turnaround with Class A data deliverables under standard chain-of-custody procedures. The samples will be submitted for analysis of CP-51 VOCs, CP-51 SVOCs and Lead using appropriate NYS CLP-ASP methods. Well MW-2 will also be analyzed for Arsenic. As elevated sample turbidity is proven to influence total (unfiltered) metals results, LaBella will also collect a filtered aliquot for dissolved metals analysis at any well location exhibiting field turbidity readings in excess of 50 NTUs.

Quality Assurance (QA) samples will also be collected and submitted for analysis. QA sampling will consist of a field duplicate submitted for analysis of each suite of parameters, an MS/MSD sample set, a trip blank for VOCs only, and a temperature blank (for the shipment integrity).

Phase 0200- 2026 Periodic Review Report (PRR)

LaBella will perform a visual assessment and evaluation of the site's existing Engineering and Institutional Controls while on site for the Phase 0100 sampling. Primary features observable on site include condition of the soil cover system and integrity of the perimeter fence. LaBella will discuss with the City any noted concerns prior to finalization of the PRR.

The PRR will be prepared in general accordance with the applicable NYSDEC guidance, including Certification by a PE that the EC/IC requirements are being met. The groundwater sampling report and visual inspection and site photolog will be included in the PRR along with recommendations, if any. A draft of the PRR will be submitted to the City for review and comment before the final document is finalized for submission. LaBella would be pleased to submit the report once approved by the City, unless the City would prefer to submit the finalized PRR.

SCHEDULE:

As noted above, LaBella would plan to conduct the Phase 0100 sampling event in late March/early April 2026 to meet the required reporting schedule.

COSTS

LaBella proposes to complete the scope requested as specified above for the lump sum price of **$7,550**

Phase	Labor, Field Materials and Travel	Lab Estimate	Total
Phase 100 – 2026 Routine Sampling	$2,800	$2,700	$5,500
Phase 200 - 2026 PRR	$2,050	N/A	$2,050
Totals	$4,850	$2,700	**$7,550**

ASSUMPTIONS AND LIMITATIONS

No additional Site-Specific Work Plan or Quality Assurance Project Plan is required for submission to NYSDEC or the USEPA. The current approved SMP is sufficient to meet the project Data Quality Objectives. Site access must be readily provided. Based on the SMP, Class B deliverable data packages, independent third-party data validation, and Data Usability Summary Reports (DUSRs) are not required for the project. Since no intrusive work is required nor anticipated for the project no site-specific HASP prepared in accordance with OSHA 1910 is required for this task. LaBella will prepare an internal safe work plan with task hazard analyses for our use for the site inspection and groundwater sampling events. All field work will be conducted at non-Prevailing Wage rates. No sales taxes are applicable to this work. The PRR will be completed in general accordance with NYSDEC guidance and submitted to NYSDEC. Our scope includes one iteration of comments and revisions, only. Lab fees assume and include LaBella's contract management fee.

AGREEMENT

As the City of Newburgh has executed LaBella's standard agreement, your signature below or issuance of a City of Newburgh Purchase Order will be sufficient authorization if you wish to proceed with the work described in this proposal. We would request an assigned purchase order number for accounting/invoicing purposes. Please feel free to call me at any time at 845 486-1520 or on my cell at 518-928-5823 with any questions or concerns – thank you!

Respectfully submitted,

LaBella Associates

EJOrlowski

Eric J. Orlowski, PG
Hydrogeologist / Project Manager

cc: Russell Urban-Mead, PG, LaBella

I wish to authorize the work descried in this proposal:

X_______________________________
Todd Venning – City Manager and CEO, or other Authorized Representative of the City of Newburgh

Professional Services Agreement

Agreement made the _____ day of ___February_________, 2026
between

LaBella Associates, D.P.C.
("LaBella")

and

City of Newburgh
("Client")

for services related to the following Project:

Former Consolidated Iron Site
Washington Street, Newburgh, NY
("Project")

LaBella and Client hereby agree as follows:

Description of Services: LaBella shall perform the services set forth and described in LaBella's proposal, dated ____January 13, 2023____, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.

Compensation for Services: A retainer in the amount of $___N/A____ shall be required prior to the initiation of services. This retainer will be held until the end of the Project and applied to Client's final invoice. Any excess amount shall be returned to Client. Client shall compensate LaBella for its professional services as set forth in LaBella's proposal. LaBella shall submit invoices for services rendered monthly. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.

Term: LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella's services are completed and final payment has been received from Client, or as otherwise provided in this Agreement.

Insurance: LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than $1,000,000 each occurrence and $2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than $1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than $10,000,000 each occurrence and $10,000,000 in the aggregate;
- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than $1,000,000 for all employees engaged in the rendering of professional services under this Agreement; and
- Professional liability insurance with policy limits of not less than $5,000,000 per claim and $7,500,000 in the aggregate.

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

Indemnification: To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts, errors or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement.

In recognition of the relative risks and benefits of the Project to both Client and LaBella, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of LaBella and LaBella's consultants for any and all claims, liabilities, damages, losses, costs, and judgments of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of LaBella and LaBella's consultants shall not exceed $50,000 or LaBella's total fee for services rendered on this Project, whichever is greater.

LaBella Associates, D.P.C.		**Client Name**	
By:	*Res. -2026	By:	
Name	Todd Venning	Name	
Title	City Manager/CEO	Title	
Date:		Date	

Exhibit A

LaBella's Proposal

Exhibit B

Terms and Conditions

Terms and Conditions

LaBella's Responsibilities: LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall not at any time supervise, direct, control or have authority over any contractor or subcontractor's work, nor shall LaBella have authority over, or be responsible for, the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor or subcontractor, or the safety precautions and programs incident thereto, for safety or security at the Project location, nor for any failure of a contractor or subcontractor to comply with laws and regulations applicable to the performance of their work and the furnishing of materials on the Project. LaBella shall not be responsible for the acts or omissions of any contractor or subcontractor.

Client's Responsibilities: Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding, and site access to, the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances or injurious conditions. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

Additional Services: LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or any supplemental proposal or contract modification, or as agreed upon in writing signed by both parties.

Assignment: Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

Confidentiality: During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project or as required by law. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

Instruments of Service: All documents prepared or furnished by LaBella pursuant to this Agreement are instruments of professional service, and LaBella shall retain its ownership and property interest therein, including all copyrights and the right to reuse the documents. Upon payment in full for services rendered, LaBella grants Client a license to use the instruments of service for the purposes of constructing, occupying and maintaining the Project. Reuse or modification of any documents by Client without LaBella's written permission shall be at Client's sole risk, and Client agrees to defend, indemnify, and hold LaBella harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Client and Client's contractors and other consultants may rely only upon printed copies (also known as hard copies) of documents that are signed and sealed by a licensed professional employed by LaBella. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies shall govern. Any electronic copies (files) provided by LaBella will be provided solely as a convenience and shall not be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a licensed professional employed by LaBella. Client is advised that electronic copies of documents can deteriorate or be inadvertently modified without LaBella's consent or may otherwise be corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of documents.

Escalation: In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services is subject to review and escalation by LaBella upon thirty (30) days written notice to Client.

Suspension: Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project.

LaBella may suspend its performance under this Agreement if any delinquent amounts due for services and expenses have not been paid. LaBella may refuse to release drawings, plans, specifications, reports, maps, materials and any other instruments of service prepared by LaBella for Client until all arrearages are paid in full. LaBella shall not be liable to Client for delay or any other damages due to any such suspension of services.

Termination: Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period. In any event, without regard to the party terminating the Agreement, Client shall remit payment of all amounts that are not in dispute no later than thirty (30) days after the date of each invoice.

Disputes: The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

Venue and Jurisdiction: Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located. The parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

Choice of Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any conflict of laws provisions.

Consequential Damages: In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but, to the fullest extent permitted by law, neither party shall be liable to the other for any special, incidental, indirect, or consequential damages.

Late Fees, Costs and Attorneys' Fees: An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. If LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

Remedies Cumulative: The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

Non-Waiver: Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

Force Majeure: Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions, epidemics, pandemics or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

Severability: The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

Counterparts: This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Scope of Agreement: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.

RESOLUTION NO.: 25 - 2026

OF

FEBRUARY 9, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A STATEMENT OF WORK WITH CIVICPLUS, LLC
FOR ADDITIONAL NOTIFY ME SMS SUBSCRIBERS

WHEREAS, the City of Newburgh and CivicPlus, LLC are parties to a Master Services Agreement, and CivicPlus offers the Notify Me SMS text message subscriber notification services through the City's website; and

WHEREAS, the City has requested additional subscriber capacity for Notify Me services which is offered in blocks of 500; and

WHEREAS, cost for the additional subscription block will at a prorated cost of $808.21 in the first year and at a recurring annual fee of $945.00, which may be subject to increase and will be paid from A.1680.0453 - Dues and Subscriptions; and

WHEREAS, the City Council finds that entering into the statement of work for the additional subscriber capacity with CivicPlus, LLC 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 of the City of Newburgh be and he is hereby authorized to enter into the Statement of Work with CivicPlus, LLC for additional subscriber capacity to the Notify Me SMS text message notification services.

#35-26

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-115252-1
Date: 1/15/2026 6:30 PM
Expires On: 2/28/2026

Client:
City of Newburgh, NY

Bill To:
NEWBURGH CITY, NEW YORK

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Adam Ravenstahl		adam.ravenstahl@civicplus.com		Net 30

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Additional Notify Me SMS Subscribers (500) - Municipal Websites Central	Additional Notify Me SMS Subscribers (500)

Total Investment - Prorated Year 1	USD 808.21
Annual Recurring Services (Subject to Uplift)	USD 945.00

Total Days of Quote:312

Initial Term	Beginning at signing and ending 11/22/2026, Renewal Term 11/23 each calendar year
Initial Term Invoice Schedule	100% invoiced at signing, to be prorated based on signature date.

The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement. This Statement of Work ("SOW") shall be subject to the terms and conditions of Master Services Agreement signed by and between the Parties and the applicable Solutions and Services Terms and Conditions located at: https://www.civicplus.help/docs/civicplus-legal-stuff (collective, the "Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-115252-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature	CivicPlus
By (please sign):	By (please sign):
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

RESOLUTION NO.: 26 -2026

OF

FEBRUARY 9, 2026

A RESOLUTION AMENDING THE 2026 PERSONNEL ANALYSIS BOOK
TO DELETE ONE DESKTOP TECHNICIAN POSITION AND
ADD ONE INFORMATION TECHNOLOGY SYSTEMS ADMINISTRATOR POSITION
IN THE INFORMATION TECHNOLOGY DEPARTMENT

WHEREAS, the Director of Information Technology proposes to delete one Desktop Technician position and add one Information Technology Systems Administrator position in the Information Technology Department; and

WHEREAS, the City Council has determined that deleting one Desktop Technician position and adding one Information Technology Systems Administrator position in the Information Technology Department will promote economy and efficiency within the Department; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2026 be amended to delete one Desktop Technician position and add one Information Technology Systems Administrator position in the Information Technology Department.

RESOLUTION NO.: 27 - 2026

OF

FEBRUARY 9, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN ADDENDUM TO A LICENSE AGREEMENT WITH CARY INSTITUTE OF ECOSYSTEM STUDIES TO CONTINUE USE AND ACCESS TO FIVE CITY-OWNED PROPERTIES FOR AN URBAN BIODIVERSITY RESEARCH PROJECT

WHEREAS, by Resolution No. 116-2025 of May 27, 2025, the City of Newburgh authorized license agreement with Cary Institute of Ecosystem Studies to allow access to five City-owned properties for environmental observation of local wildlife; and

WHEREAS, the License Agreement will expire on November 15, 2025 and the Cary Institute has requested an extension of the term of the license agreement through November 30, 2026; and

WHEREAS, the City Council of the City of Newburgh finds that extending the term of the license agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached addendum to license agreement with Cary Institute of Ecosystem Studies to extend the term until November 30, 2026 to allow the continued use of and access to five City-owned properties for environmental observation of local wildlife.

ADDENDUM TO LICENSE AGREEMENT

THIS ADDENDUM TO LICENSE AGREEMENT OF LEASE ("Addendum"), made as of this ______ day of ________________, 2026, by and between the City of Newburgh, a New York, municipal corporation, with offices at 83 Broadway, City Hall, Newburgh, New York 12550 ("City" or "Licensor") and Cary Institute of Ecosystem Studies, with an address of 2801 Sharon Turnpike, Millbrook, NY, 12545 ("Licensee").

WITNESSETH:

WHEREAS, Licensor and Licensee executed a License Agreement for license or privilege of use and access to five City-owned properties (the "Property"), for the purpose of conducting an environmental research study related to wildlife (the "Project"); and

WHEREAS, the License Agreement expired on November 15, 2025 and the parties wish to continue to license access to and use of the Property;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The term of the license or privilege set forth in Section 6 of the License Agreement shall expire without further notice to either party to the other at 11:59 pm on November 30, 2026.

2. The schedule of the Property and use thereof is modified as set forth in Exhibit "A" attached hereto.

3. All other terms and conditions set forth in the License Agreement shall remain in full force and effect during the extended term of the license.

Remainder of this page intentionally left blank

IN WITNESS WHEREOF, the Licensor and the Licensee have duly executed this License Agreement Addendum as of the day and year first above written.

THE CITY OF NEWBURGH
LICENSOR

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

CARY INSTITUTE OF ECOSYSTEMS STUDIES
LICENSEE

By: ________________________________
Name:
Title:

Approved as to form:

____
MICHELLE KELSON
Corporation Counsel

____
DAVID TRUONG
Assistant City Comptroller

RESOLUTION NO.: __28____-2026

OF

FEBRUARY 9, 2026

A RESOLUTION AUTHORIZING THE EXECUTION OF A
RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO NAZAIRE KEBREAU TO
THE PREMISES KNOWN AS 459 FIRST STREET (SECTION 27, BLOCK 1, LOT 14)

WHEREAS, on September 30, 2014, the City of Newburgh conveyed property located at 459 First Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 27, Block 1, Lot 14, to Nazaire Kebreau; and

WHEREAS, Nazaire Kebreau passed away on April 10, 2020; and

WHEREAS, the Administratrix of the Estate of Nazaire Kebreau, Nadege Kebreau, requested a release of the restrictive covenants contained in said deed; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh 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 459 First Street, (Section 27, Block 1, Lot 14) 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 30, 2014 from THE CITY OF NEWBURGH to NAZAIRE KEBREAU, recorded in the Orange County Clerk's Office on November 3, 2014, in Book 13811, Page 699 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: ______________________, 2026

THE CITY OF NEWBURGH

By: ________________________________

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

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

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

____
Notary Public

#28-26

CITY OF NEWBURGH

Department of Code Compliance
123 Grand Street, Newburgh, New York 12550
Phone: (845) 569-7400 / Fax: (845) 569-0096

TO: Todd Venning, City Manager

CC: Alexandra Church, Director of Planning and Development
Jeremy Kaufman, Assistant Corporation Counsel

FROM: Quanetta Inman

DATE: January 5, 2026

SUBJECT: 459 First St, Release of Restrictive Covenants Inspection

I conducted an inspection of 459 First St Newburgh NY on October 3, 2025 and again on December 10, 2025, I also reviewed the property file kept at the Department of Code Compliance. Below are my findings:

There are no open code violations on file in the building record.

I observed no violations both on the property and in the building during my most current inspection of the property.

There are no open permits or open permit applications.

The property is a two-family residence. There is a valid rental license dated Decemebr 10, 2025

There is a valid Certificate of Occupancy in the property file dated April 10, 1969 for a two-Family residence.

Thank you,

Quanetta Inman
Code Compliance Supervisor

Front

Rear

RESOLUTION NO.: ___29_____ - 2026

OF

FEBRUARY 9, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION MUNICIPAL PARKS AND RECREATION PROGRAM GRANT NOT TO EXCEED $900,000.00 WITH A 10% MATCH FOR THE NEWBURGH LANDING PIER RECONSTRUCTION PROJECT

WHEREAS, the New York State Office of Parks Recreation and Historic Preservation Municipal Parks and Recreation Grant Program has grant funds available for the construction of recreational facilities and other improvements to municipally owned recreational sites and parks, including facilities for boating, fishing, and other recreational activities; and

WHEREAS, the City of Newburgh is an eligible applicant and proposes to apply for and accept if awarded a grant in an amount not to exceed $900,000.00 with a 10% match to fund the Newburgh Landing Pier Reconstruction Project; and

WHEREAS, the match in the amount not to exceed $90,000.00 will be derived from other federal funding; and

WHEREAS; this Council finds that applying for and accepting the grant, if awarded, is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Office of Parks Recreation and Historic Preservation Municipal Parks and Recreation Program grant in an amount not to exceed $900,000.00 with a 10% match to fund the Newburgh Landing Pier Reconstruction Project; and that the City Manager be and he is hereby authorized to execute all such grant application forms, contracts and documentation and take such further action as may be appropriate and necessary to accept such grant and administer the program funded thereby.

RESOLUTION NO.: ___30___ - 2026

OF

FEBRUARY 9, 2026

A RESOLUTION RE-APPOINTING VALERIE E. LARRY AND NICHOLAS VALENTINE AND APPOINTING HANNAH BLUMENSTOCK AND LA'TOYA BYAS TO THE CITY OF NEWBURGH BOARD OF ETHICS

WHEREAS, Section 34-5 of the Code of Ordinances of the City of Newburgh provides for the appointment of members to the Board of Ethics; and

WHEREAS, said Board shall consist of five members, a majority of whom shall not be officers or employees of the City of Newburgh; and

WHEREAS, Valerie E. Larry and Nicholas Valentine have expressed interest in continuing to serve as members of the Board of Ethics and Hannah Blumenstock and La'Toya Byas have expressed interest in becoming members of the Board of Ethics; and

WHEREAS, the City Council finds that reappointing current members and appointing new members to the Board of Ethics 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 Valerie E Larry and Nicholas Valentine be and are hereby reappointed to the Board of Ethics for a five (5) year term commencing on February 10, 2026 and expiring on February 9, 2031; and

BE IT RESOLVED, by the Council of the City of Newburgh, New York that Hannah Blumenstock and La'Toya Byas be and are is hereby appointed to the Board of Ethics for a five (5) year term commencing on February 10, 2026 and ending on February 9, 2031.

#30-26

City of Newburgh

GRANT APPLICATION FORM

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

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

SECTION A. COMPLETED BY GRANT REQUESTOR		
NAME OF PROJECT FOR GRANT: Newburgh Landing Pier Reconstruction Project	NAME OF DEPARTMENT REQUESTING GRANT: Planning and Development	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Alexandra Church
NAME OF GRANT/NAME OF AWARDING AGENCY: New York State Parks, Recreation & Historic Preservation Municipal Parks and Recreation Grant	GRANT SUBMITTAL DATE: Due date: February 9, 2026 at 4:00 pm The grant application has not been completed or submitted yet. We anticipate submitting it in early February 2026.	AMOUNT OF AWARD: We will be requesting the maximum award of $900,000.
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) Yes, 10% of award, which amounts to $90,000.	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: $90,000.00	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS: The project must be completed within five (5) years of the award of the grant.

City of Newburgh

GRANT APPLICATION FORM

PROJECT PLAN:

Scope of Project: The Newburgh Landing Pier Reconstruction Project involves the demolition of the former City pier and reconstruction of a new Pier that reaches approximately 228 feet into the Hudson River from its riverbanks at Unico Park.

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

Project Timeline: (ex. Dates)

Application Submission Period .... Now until February 9, 2026
City Completes Permitting........................Winter 2026
Award Announcement.................................Spring 2026
Construction Commences..........................June 2026
Construction Complete............... ....June 2028

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 COORDINATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.

City of Newburgh

GRANT APPLICATION FORM

SECTION C: FOR REVIEW BY CITY MANAGER
→ APPROVED BY CITY MANAGER? YES/NO CITY MANAGER SIGNATURE:____ DATE:____
SECTION D: FOR REVIEW BY CORPORATION COUNSEL
→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO CORPORATION COUNSEL SIGNATURE:____ DATE:____
DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING: ____

Municipal Parks and Recreation Grant Program Guidance Document

Office of Parks, Recreation & Historic Preservation
Environmental Bond Act Municipal Parks and Recreation Grant Program

Funding Available: $10 million available for Round Two

DESCRIPTION:

The Clean Water, Clean Air, and Green Jobs Environmental Bond Act of 2022 (the "Bond Act"), through Article 58, Title 5 of the Environmental Conservation Law, provides that recreational infrastructure projects are eligible for Bond Act funding. Pursuant to the authority granted to the Office of Parks, Recreation and Historic Preservation (OPRHP) by ECL Article 58, Title 5, OPRHP will administer the Environmental Bond Act Municipal Parks and Recreation Grant Program to develop new municipal parks and to improve natural, ecological, cultural, and recreational resources within existing municipal parks. This grant opportunity can fund up to 90% of the total eligible project costs and total grant awards are capped at $900,000 for each project.

ELIGIBLE APPLICANTS:

Municipalities are eligible to apply. For purposes of the Bond Act's Municipal Parks and Recreation Grant Program ("MPR"), the term "municipality" shall mean, a county, city, town, or village within the boundaries of New York state.

The applying municipality (hereinafter referred to as "the Applicant") must be the fee owner of the project property and hold clear title at the time of application.

- Lands or lands under water that are not under the fee ownership of the applicant, such as those owned by the State, are ineligible for MPR funding.
- Operating or Management agreements do not constitute ownership for purposes of the MPR program.
- All parties with a real property interest in the property must be disclosed and all such interests documented (e.g., by deed, lease, easement, etc.) in the application. See ATTACHMENT REQUIREMENTS.

Real property developed or improved with MPR funds shall be publicly accessible and subject to parkland alienation requirements including, but not limited to, providing substitute property (see PUBLIC BENEFIT AND REQUIREMENT FOR PARKLAND ALIENATION LEGISLATION below). Before applying, potential applicants should consult municipal counsel regarding any incompatible uses or potential alienation concerns, such as reversionary clauses, utility easements, mining rights, etc., that might impede public access, prevent the municipality from executing the required Notice of Grant Requirements (e.g., because of a reversionary clause), or require a non-park use of the property. Any use of parkland for a non-park purpose is considered an alienation, even if the use has public benefit or purpose.

ELIGIBLE PROJECTS:

MPR funding is available for the construction of recreational facilities and other improvements to municipal recreational sites and parks. Preconstruction activities, such as developing plans and specifications, may be included in the project, but MPR cannot fund projects that are solely for planning and design without a construction component.

Eligible projects include those that align with the 2025-2030 NYS Statewide Comprehensive Outdoor Recreation Plan (SCORP), the 2016 New York State Open Space Conservation Plan, and successor plans. Examples include playgrounds, courts, playing fields, and facilities for swimming, biking, boating, picnicking, hiking, fishing, camping or other recreational activities.

Each application must address a single project location. Applicants proposing projects at multiple locations must submit a separate application for each location. Any application that includes more than one location will be deemed ineligible.

NYS OPRHP reserves the right to disqualify any application at any time for not meeting all eligibility requirements.

PUBLIC BENEFIT AND REQUIREMENT FOR PARKLAND ALIENATION LEGISLATION:
The Public Trust Doctrine in New York State dictates that municipal parkland is held in trust for public benefit and cannot be alienated from park use without specific authorization from the State Legislature. To further ensure that the public benefits from the investment of State funds, MPR grants are awarded on the condition

- that the entirety of the park developed or improved with grant funds shall be publicly accessible and designated as parkland in perpetuity,
- that such real property shall not be sold, leased, exchanged, donated, or otherwise disposed of, or used for other than public park purposes without the express authority of an act of the legislature, and
- that such act of the legislature shall provide for the substitution of lands of equal environmental value and fair market value, reasonably equivalent usefulness and location, and such other requirements as shall be approved by the Commissioner.
    - Specifically, the Commissioner of OPRHP shall approve any proposal for substitute property prior to the municipality obtaining legislative authority for such an alienation legislation.

To memorialize this grant obligation, a Notice of Grant Requirements shall be recorded with the county Registry of Deeds to record the state interest in the property affected by the project. Information on the legal status of municipal parkland is available in the "Handbook on the Alienation and Conversion of Municipal Parkland," located at https://parks.ny.gov/about/guidance-policy.

A sample Notice of Grant Requirements for the MPR Grant Program is located at the MPR webpage (https://parks.ny.gov/grants/municipal-parks-recreation-grant).

ELIGIBLE COSTS:
All goods and services under these grants must be procured in compliance with the procurement and bidding requirements of General Municipal Law to assure the prudent and economical use of public money in the best interests of the taxpayers of the State of New York. If the total amount of the goods or services is less than the dollar threshold for competitive bidding, as outlined in section 103 of General Municipal Law, the Contractor must follow their adopted procurement policy. If the contractor does not have such an adopted procurement policy for the specific goods and services under the grant, the

Contractor shall solicit three written price quotes or requests for proposals, etc. (See SUCCESSFUL APPLICANT REQUIREMENTS below for additional information).

Only project costs incurred within the approved contract term and paid by the grant recipient ("grantee") will be eligible for grant reimbursement. All contracts for project work must be signed by an Authorized Officer of the grantee.

Eligible budget items include:

Pre-Development Planning and Design

- **Design Fees** and other **Professional Fees** are allowed for the preparation of project specific construction documents and to satisfy other pre-construction requirements. All plans must be accepted in writing by OPRHP prior to commencement of construction work. In general, pre-development costs should not exceed fifteen percent (15%) of the construction costs.
- **Archeological research/investigation** required as a condition of construction. If your project includes any ground-disturbing activity (e.g., trenching, grading, demolition, new construction, etc.), it is very likely that an archeological survey will be required. Unless the Applicant can provide adequate documentation of prior ground disturbance, the project budget should consider the need for an archeological survey. General information can be found on the Archaeology and Environmental Review tabs at https://parks.ny.gov/preservation/regulations.
- **Survey and Mapping** required for the project. MPR grantees must provide a dated and signed project boundary map of the park receiving the funding. The cost of surveying or production of a map to fulfill this requirement can be included in the project budget. The MPR Survey Map Requirements and Checklist is available on the MPR webpage (https://parks.ny.gov/grants/municipal-parks-recreation-grant).

Construction

- Only the costs of **permanent capital improvements** to the property that are directly related to the recreational, conservation, and/or development purposes of the grant program are eligible for MPR funding. **Labor, materials, and other necessary costs of construction** are allowed expenses. The budget may include purchase of **permanent equipment necessary to achieve the project purposes** (e.g., playground equipment, interpretive kiosks), but cannot include operational or maintenance equipment such as security cameras, mowers, or automotive equipment.
- The budget may include **costs to undertake construction**, such as rent/lease of heavy equipment, but cannot offset overhead and operating expenses, such as office rental.

Project Management

- **Construction Supervision** costs are those associated with the coordination, supervision, and scheduling of work to ensure projects are completed in conformance with design standards, construction contract documents, plans, and specifications. Such supervision may be provided by a qualified member of the Applicant's staff, the design professional who prepared the construction documents, or a clerk of the works. [See **Project Manager** under **SUCCESSFUL APPLICANT REQUIREMENTS** below for additional information.]
- **Procurement Costs** include costs for assuring competitive pricing, such as costs for distributing Requests for Proposals and for public advertising for bids, including the cost of advertising in specialty publications, such as minority newspapers and appropriate construction publications.
- **Audit:** An accounting of grant expenditures and revenues is required. Generally, this is accomplished by detailed auditing of every payment request. Depending upon the grant award and

complexity, the State may require an Agreed Upon Procedure Review (AUPR) performed by a Certified Public Accountant or a representative of the State prior to the final reimbursement.

- **Project Sign**: All grant-funded projects must display on the project property in perpetuity a project sign that identifies that the property is open to the public and acknowledges the funding source. Sign specifications are on the MPR webpage (https://parks.ny.gov/grants/municipal-parks-recreation-grant).

INELIGIBLE COSTS:

- Planning and design-only projects, gap analysis studies, feasibility studies.
- Costs incurred prior to the contract start date (not eligible for reimbursement or for applicant's matching share).
- Comprehensive Planning/Master Planning/Management Plans/Open Space Plans.
- Contingencies, training, travel, OJT wages, working capital, marketing, taxes, interest, purchase of operational or maintenance equipment, salaries and wages not directly associated with the project, indirect costs, overhead or operating expenses, rent/lease are ineligible unless noted otherwise above.
- Bond interest and associated fees. The interest associated with a Bond or Bond Anticipation Note cannot be calculated into project cost, whether for reimbursement or applicant share.
- Lobbying expenses.
- Costs that are not adequately justified or that do not directly support the project.
- Costs of application preparation, fundraising events/expenses, and grant administration.

MATCHING SHARE (APPLICANT SHARE) REQUIREMENTS:

This grant program is administered on a reimbursement basis. **Successful applicants will be expected to fund project expenditures upfront, then submit for reimbursement.** Applicants must plan their financial arrangements accordingly.

Successful applicants are reimbursed for up to 90% of their eligible expenditures, or the total grant amount listed in the contract executed with the State, whichever is less. All applicants are expected to raise their share within one year of the award, or risk cancellation of the grant.

To be reimbursed for eligible expenses, the grantee must provide evidence that costs were **incurred within the approved contract term and paid**. The value of donations can be included in the total project budget—as part of the grantee's matching share—but only actual expenditures are eligible for reimbursement.

Principal types of applicant share are:

- **Cash:** This may include grants other than this grant request if the provisions of the other grant programs allow recipients to use such assistance as matching share. However, any other grants funded by the Clean Water, Clean Air, and Green Jobs Environmental Bond Act of 2022 cannot be used as a required match or be considered as applicant share.
- **Force Account:** Applicant's payroll expenses itemized according to job title or job assignment on the project. Grant recipients will be required to document time worked, tasks, pay ratio and payment (including components and percentage of fringe benefit rate).
- **Professional Services:** The value of services provided by professional and technical personnel and consultants.
- **Supplies and Materials:** The fair market value of items that are a component of the grant project, listed in the contract budget, and purchased or donated during the contract term.
- **Volunteer Labor:** Skilled and professional labor can be computed at the job rate. The value for labor (unskilled labor and work performed by professionals or skilled laborers in an area outside of

their area of expertise) of an adult (18 and over) donating time to a project may be computed up to the amount identified as the Value of Volunteer Time (VVT) for New York State, as calculated by Independent Sector (independentsector.org). For example, a lawyer donating legal services may compute the value based on the standard billing rate, but the value for the same lawyer donating time painting walls will be computed up to the New York VVT, which is currently $38.48.

- **Equipment Usage:** Valued according to its fair market rental cost in the project location.

FUNDING PRIORITIES: Projects that align with the **2025-2030 NYS Statewide Comprehensive Outdoor Recreation Plan (SCORP)** (https://parks.ny.gov/sites/default/files/2025-12/2025-2030%20NYS%20SCORP.pdf), the **2016 New York State Open Space Conservation Plan** (dec.ny.gov/nature/open-space/2016-open-space-conservation-plan), and successor plans.

The Bond Act requires that disadvantaged communities ("DACs") receive no less than 35 percent, with the goal of 40 percent, of the benefit of total Bond Act funds ($4.2 Billion). Disadvantaged communities are those identified by the Climate Justice Working Group, pursuant to the criteria at https://climate.ny.gov/Resources/Disadvantaged-Communities-Criteria. In addressing this goal, OPRHP will be guided by the "Guidelines for Eligibility and Accounting for Disadvantaged Communities in Clean Water, Clean Air and Green Jobs Environmental Bond Act of 2022 Spending" published in the Environmental Notice Bulletin 5-22-2024 ("Bond Act DAC Guidance"), (https://extapps.dec.ny.gov/fs/programs/press/BondAct/Bond%20Act%20DAC%20Guidance.pdf), and specifically by the "Guidance for prioritizing DACs in community-wide programs" and Appendices A and B. OPRHP will aim to award 40% of MPR grants to the municipalities listed in Appendix A and to projects in the New York City Boroughs listed in Appendix B, which are deemed "targeted DACs" for this program.

APPLICATION REQUIREMENTS:
Applications for the Municipal Parks and Recreation Grant Program must be submitted through the NYS Consolidated Funding Application. To apply, you must Register, or if already registered, Log In at apps.cio.ny.gov/apps/cfa/. The web-based application form includes questions concerning the project proposal and its impacts, requesting specifics about location, budget, timetable, personnel, Statewide Financial System (SFS) Identification number, property features and ownership; narratives addressing the need for and public benefit of the project; and supporting documentation. The CFA Application Manual provides guidance on navigating the CFA. For questions concerning the MPR Grant Program, applicants may contact the Regional Grants Administrator for their county (see the Contact list on the MPR webpage (https://parks.ny.gov/grants/municipal-parks-recreation-grant) or email NYSOPRHPGrants@parks.ny.gov.

DOCUMENTS:
Questions in the "Documents" section of the CFA call for narrative and/or supporting documents to be attached/uploaded to the application. All documents should be **current** and applicable to this grant. Specific guidance on attachment format and technology, including how to combine multiple files into a single file and advice concerning file naming; can be found within the CFA (at the "Documents" tab) and in the CFA Application Manual. For assistance scanning your documents, please contact the Regional Grants Administrator for your County as listed on the MPR webpage (https://parks.ny.gov/grants/municipal-parks-recreation-grant).

Certain documents are required from **all** applicants. Applications lacking these attachments (or an explanation acceptable to OPRHP) are considered incomplete, and may cause the application to be deemed ineligible, or adversely affect the rating points assigned. See below for additional information about each of the items in this list.

FOR ALL APPLICANTS

1. **State Environmental Quality Review Act** (SEQR) status report and documents
2. **Photos** showing the project area
3. **Schematic Site Plan**
4. **Map** of the project location
5. **MPR Cost Summary**
6. **Community support documentation** cited in the application
7. **Federal, Statewide, Regional and Local Planning Documents** cited in the application
8. **Documentation of applicant administrative experience and capacity**
9. **Documentation of Ownership of project property (including lands under water):**
10. **Gender-Based Violence and the Workplace Certification**

Following is additional guidance on the required attachments listed above. All documents should be **current** to this grant cycle.

1. **State Environmental Quality Review Act Compliance (SEQR)**

For the application, applicants must report on the status of SEQR review of the MPR project and attach existing documents from previous and/or current SEQR review. Successful applicants must **complete** the SEQR review prior to execution of an MPR contract. [See **SUCCESSFUL APPLICANT REQUIREMENTS, Conditions of Award.**]

2. **Photos**

Provide images (scanned photographs or born-digital; photocopies are not acceptable substitutes) showing the overall project area and documenting existing conditions. If there are any structures more than 50 years old within, or immediately adjacent to, the project area, provide photos of these structures, views to these structures from the project site, and views of the project site from the structures. Photographs must reflect current conditions. N.B. Images that are freely available on the internet may not show current, actual conditions. Key all images to a schematic site plan (see below).

3. **Schematic Site Plan**

Provide a document that pictorially connects the project narrative, photos, and budget.

The site plan should identify the boundary of the municipal park/property that is the subject of the application and show how it relates to the surrounding areas (properties adjoining the site, roadways, water bodies, public access), what facilities currently exist on the proposed site (arrows or legend to indicate type - baseball fields, playgrounds, pavilions, parking areas, historic resources, public access to the site, links to surrounding areas via trails, etc. and location of those facilities within the park), and what facilities are being proposed (type and location). The plan should be linked to the narrative describing the work being contemplated, photos showing the subject area and surrounding areas, and the budget showing estimated costs.

4. **Map of Project Location**

Using the "Grants Map for MPR" applicants must map the project location and submit a map printout that identifies the location of the project and its surroundings. This map may also be used to identify any directly impacted or adjacent DACs.

5. **MPR Cost Summary**

In addition to the basic budget data called for in the FUNDING section of the CFA, the application requires a more detailed Cost Summary itemizing project expenses by funding type and source. Professional fees should be itemized by field of expertise and product. The Construction budget should be broken down by categories of expenditure, such as utilities/infrastructure, site preparation, landscaping, carpentry, etc. For matching share, include the value of expenses that will be covered through donations, volunteer labor, grants from other agencies, and other matching sources. Attach supporting documents, if necessary.

6. **Community Support**

The MPR Application requests a narrative and documentation addressing **current** community involvement and support for the project. Documentation of community support may include evidence such as news articles, press releases, agenda/minutes of public meetings, newsletters, fundraising campaign documents, community reports, etc. Provide copies of official project endorsements, partnerships, and letters of support (especially those from people directly impacted by the project and any Disadvantaged Community stakeholders).

7. **Federal, Statewide, Regional and Local Planning Documents**

To demonstrate that your project is supported by officially adopted plans, provide clearly marked excerpts in support of the project narrative.

8. **Documentation of applicant administrative experience and capacity**

Applicants must identify the administrative structures and personnel who will be responsible for managing this grant project and describe their experience and qualifications, particularly as they relate to the demands of this project.

9. **Documentation of Ownership of project property (<u>including lands under water</u>):**

- a clear and legible copy of the current recorded deed(s) to the property, showing Liber and Page number (or electronic filing number) and date of recording
- a list of tax parcels included in the property and the property type classification code and definition of each (e.g., 590 parks, 591 playgrounds, 963 City, town, or village public parks and recreation areas al facilities, 972 land under water, etc.), as published in the tax rolls. If the classification does not clearly identify a current park or recreational use, the local tax assessor should be consulted and an explanation included in the application.
- copies of any documents restricting ownership, such as liens, leases, or easements on the property.
    - for property where other parties have an ownership interest, written agreement from each party to sign the project agreement
- N.B. Successful applicants may be required to submit additional documentation to OPRHP supporting the applicant's title to the project property.

10. **Gender-Based Violence and the Workplace Certification**

Applicant must certify that the organization has in place and has implemented a Gender-Based Violence and the Workplace Policy (please see the OPDV Gender-Based Violence and the Workplace website for more information regarding these policies) and has provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive law. If the Applicant cannot make this certification, they must include a signed statement setting forth in detail the reasons therefor.

SUPPORTING DOCUMENTATION:
Depending upon the particular circumstances of your project, other attachments may be required. Still other attachments, while not required, may be essential to support rating points. All documents should be **current** to this grant cycle. Supporting documentation might include:

- Documentation from State agencies regarding remediated brownfields, protected species, habitats, etc.
- Documentation of pre-construction planning, procurement of services, consultant qualifications, etc.
- Documentation of previous ground disturbance and/or archeological survey, if not available at the time of application may be required prior to commencement of work or reimbursement. Cost may be included in the project scope of work and budget.
- Dated and signed survey map of the project property will be required of all funded grants. If not available at the time of application, the related costs can be included in the project scope of work and budget.
- All official project endorsements, partnerships, and letters of support

ADDITIONAL RESOURCES:
Forms and resources useful for understanding and applying to the MPR can be found at the MPR webpage (https://parks.ny.gov/grants/municipal-parks-recreation-grant). If you have questions, contact the NYS Office of Parks, Recreation and Historic Preservation (OPRHP) Regional Grants Administrator (RGA) for your county as listed on the MPR webpage (https://parks.ny.gov/grants/municipal-parks-recreation-grant) or email NYSOPRHPGrants@parks.ny.gov.

Applicants must use the online layered "Grants Map for MPR" and the instructions there to prepare the required project location map. The map is also useful for identifying adjacent and nearby DACs.

At the MPR webpage (https://parks.ny.gov/grants/municipal-parks-recreation-grant) you can also find links to many of the documents and resources cited in this Guidance Document.

At the CFA webpage (https://apps.cio.ny.gov/apps/cfa/), you will find the application itself and the CFA Application Manual. To apply, you must Register or, if you are already registered, Log In.

For additional information concerning NYS Disadvantaged Communities ("DACs"), go to the Climate Act website (https://climate.ny.gov/resources/disadvantaged-communities-criteria/) where you will find links to informative documents as well as an interactive state map highlighting the 1,736 census tracts that have been designated as DACs and providing summary data and ratings on individual indicators for all of the state's census tracts. The NYS Department of Environmental Conservation's Bond Act DAC Guidance, and specifically the guidance regarding community-wide programs, such as the MPR, can be found at https://extapps.dec.ny.gov/fs/programs/press/BondAct/Bond%20Act%20DAC%20Guidance.pdf. The list of targeted DACs for the MPR program, which derives from that guidance, can also be found at the MPR webpage (https://parks.ny.gov/grants/municipal-parks-recreation-grant).

GRANT SELECTION CRITERIA:
Each application will be reviewed for eligibility and, if determined eligible, will be rated according to the Grant Selection Criteria. Applications will be evaluated to assess the degree to which they meet the elements of each criterion below. A successful grant proposal is not expected to meet all of these criteria. Eligible applications will be reviewed, rated and awarded as ranked on a regional basis, competing only against others in their region; see Contact list on the MPR web site to identify the region by county. The Grant Selection Criteria are:

I. Project Impact (0-50 points)

A. Recreational Need, as determined by the Relative Index of Needs (RIN) Table in the 2025-2030 New York State Statewide Comprehensive Outdoor Recreation Plan (SCORP), and successor plans, Appendix F **(0-10 points):**

- All recreational types affected by the project (whether outdoor or indoor recreation) are assigned the RIN Score for the project county and an average is computed.

B. Community Need, as determined by density of DAC population **in targeted DACs (0-10 points)** DACs are census tracts that have been designated by NYS as Disadvantaged Communities (DACs). DEC's Bond Act DAC Guidance includes a list of Municipalities (Appendix A) and New York City Boroughs (Appendix B) with a high DAC density. If the Applicant Municipality appears in the Appendix A list, the score on this criterion will reflect the DAC population density within that municipality. In the case of New York City projects, the score will reflect the DAC density within the Borough where the project is located. Projects that are not sponsored by Appendix A Municipalities or located in Appendix B listed boroughs will receive a score of 0.

C. Community Impact and Need (0-30 points). The application narrative should document both the extent of a need and how the project will address that need.

- Need for Recreational Facilities:
  The degree to which local recreational resource deficiencies will be addressed by the project. Evidence of need can include documentation of the number of similar facilities in the service area; level of use of existing facilities and anticipated level of use of proposed facility; accessibility and condition of facilities, including evidence of physical deterioration, decay, neglect, or disinvestment; emergencies, mandates, or development pressure.

- Population Served:
  The degree to which the project will benefit populations that are disadvantaged or underserved, for example, how it will meet the needs of an aging population, encourage participation by youth and teens, respond to population and social changes in the community, ensure open and reasonable access to persons of various abilities, and/or benefit Disadvantaged Communities (DACs). Supporting documentation may include demographic statistics, including (if applicable) those used by the Climate Justice Working Group to establish DACs [See **ADDITIONAL RESOURCES**], as well as public engagement and/or research to identify needs and barriers to access faced by underserved communities and means to address those needs.

II. Planning Initiatives (0-10 points):

A. Community Support: Points are based on evidence of community support of and involvement in the project, including efforts to publicize and/or engage the community in project planning, such as:

- letters of support, especially those from people directly impacted by the project or representing impacted Disadvantaged Communities (DACs)

- official project endorsements/partnerships and other evidence that the project is supported by local elected officials and community groups, such as land trusts, recreation committees, environmental councils, preservation boards, and local activists
- press releases/announcements/publicity
- plans for public outreach, including to DACs and underserved populations
- fundraising campaign
- news articles
- records of public meetings including project-specific meetings (such as press event), official government reviews (e.g., Community Board, Planning Board, etc.) and presentations to a group such as a neighborhood association, DAC group, or other interest group

B. Consistent with Plans: The degree to which the project relates or contributes to official planning documents cited and submitted with the application. Relevant documents include, but are not limited to:

- New York State Statewide Comprehensive Outdoor Recreation Plan (SCORP)
- NYS Open Space Conservation Plan
- New York Statewide Trails Plan/New York Statewide Greenway Trails Plan
- State or National Heritage Area Management Plans
- Local Waterfront Revitalization Program (LWRP)
- Recognized local Open Space Plan
- Community comprehensive or master plans or other local plans

III. Reasonableness of Cost (0-30 points), the degree to which the project budget, planning, and administrative structures demonstrate fiscal prudence and readiness to proceed.

A. Budget

- Budget in the application is complete, detailed, computed correctly, and contains no extraneous or ineligible expenses.
- Each budget line is clearly justified in relation to project need and public benefit.
- The budget is based on a cost estimate from a reliable source.
- Matching funds, including other grant awards, are on hand and/or application evidences a reasonable expectation that matching funds will be available as and when needed.

B. Readiness

- Necessary project planning and document preparation has been completed.
- Qualified project professionals, properly procured/hired, are on hand.
- Proposed project/work is appropriate and conforms to accepted professional standards.
- Application evidences viable strategy and resources for implementing/operating and maintaining the project in the future.

C. Feasibility

- Administrative structures are in place to handle grants.
- Applicant can demonstrate capacity to monitor expenditures during the life of the project to ensure that the project stays on schedule and within budget.
- Applicant has proven experience in projects of similar scale and/or scope.
- Timeframe presented in application is reasonable to accomplish all aspects of the work and grant administration (including any necessary fundraising).

IV. **Statewide Assessment (0-10 points)** An application may be awarded additional points to achieve the following goals for distribution of Bond Act funds:

A. Balance and diversity as to:
- project type,
- population served, and
- geographic distribution

B. Maximized use of and public access to underutilized property or special recreational, natural, environmental, or cultural features of a project site

C. Model approaches to address statewide challenges or unique emergencies.

TOTAL (0-100 points)

AWARD CRITERIA DETAILS:

- ELIGIBLE AREA, CITY, COUNTY, POPULATION LIMITS OR POPULATION TARGET TYPES:
  The Bond Act requires that disadvantaged communities receive no less than 35 percent with the goal of 40 percent, of the benefit of total Bond Act funds ($4.2 Billion). Disadvantaged communities are those identified by the Climate Justice Working Group, pursuant to the Climate Leadership and Community Protection Act. The NYS OPRHP will strive to meet the goal of 40 percent DAC benefit of the total $20 million Bond Act funds available from the Municipal Parks and Recreation Grant Program ($10 million is available for Round Two).

- LIMITATIONS:
  - No project will receive more than one grant award in any funding year.
  - **Maximum grant award is $900,000.**
  - Should project costs increase post-award, the grant award **will not** be adjusted upward.

- PROJECT TERM COMPLETION DATES:
  - Once all conditions of award are met (see **SUCCESSFUL APPLICANT REQUIREMENTS**) and a contract is executed with the State, it is anticipated that projects will be completed within two years.
  - Projects must be completed within five years from the date of the award of the grant. **Time extensions will not be permitted.**
  - OPRHP, in its discretion, may cancel projects which do not adhere to mutually established timelines.

SUCCESSFUL APPLICANT REQUIREMENTS:

Successful applicants will be notified of their award, including those elements of the proposed scope and budget that have been accepted for funding. Successful applicants are advised NOT to begin work until a project contract with the State has been fully executed. Proceeding without advance OPRHP approval will jeopardize grant reimbursement.

Prior to executing a State of New York Contract for Grants with a successful applicant, OPRHP requires certain conditions of award be met. A PDF version of the Contract for Grants template can be found at https://grantsmanagement.ny.gov/state-agency-resources.

Conditions of Award will include, but are not limited to:

- Submission of a signed authorizing resolution that names the official(s) authorized to accept the grant funds and enter into and execute a contract (as well as long-term protection documents and other certifications, if required) with the State.
- Enrollment in New York State's electronic payment program for vendors. Information on how to enroll can be found here: https://www.osc.state.ny.us/vendors/index.htm.
- Confirmation of registration in the Statewide Financial System (SFS). Instructions can be found at https://grantsmanagement.ny.gov/register-your-organization-sfs; for assistance, contact the Help Desk at grantsmanagement@its.ny.gov.
- Documentation of completed **State Environmental Quality Review Act** (SEQR) compliance: SEQR review must be completed prior to MPR contract execution.
  The municipality will be the SEQR lead agency if OPRHP is the only other agency involved. If there are other involved agencies (e.g., the Department of Environmental Conservation (DEC) via a required permit), the municipality is responsible for initiating lead agency designation procedures. The lead agency is required to classify projects under SEQR.
    - If your project is classified Type II, it is not subject to further review under SEQR. Required documentation: a statement on municipal letterhead indicating the Type II classification and the reason for the Type II classification.
    - If the project is Unlisted, a completed Environmental Assessment Form (EAF -- Short or Full EAF, as appropriate to the project scope) (Parts I-III), Determination of Significance, and, if required by the foregoing, a Final Environmental Impact Statement (FEIS) and a SEQR Findings Statement.
    - If the project is Type I, a completed Full Environmental Assessment Form (Parts I-III), Determination of Significance, and, if required by the foregoing, a Final Environmental Impact Statement (FEIS) and a SEQR Findings Statement.

  For further SEQR Guidance, go to: dec.ny.gov/regulatory/permits-licenses/seqr
- Other environmental and historic preservation reviews (including archeological review).
- All necessary permits and approvals to undertake the project.
- An Opinion of Municipal Counsel regarding property ownership and title and satisfaction of all ownership and title documentation requirements. See example on the MPR webpage.
- Prevention of Sexual Harassment in the Workplace Policy certification, signed by the grantee's Authorized Official. This certifies that the grantee (1) has and has implemented a written policy addressing sexual harassment prevention in the workplace and such policy meets the minimum requirements of section two hundred one-g of the labor law and (2) provides annual sexual harassment prevention training to all its employees. In addition, the grantee's Authorized Official shall certify the grantee will make best efforts to retain contractors and/or sub-contractors for grant-related work that also meet the provisions of (1) and (2) above. Alternatively, if the grantee cannot certify the foregoing, the grantee's Authorized Official shall so state and shall furnish a signed statement which sets forth in detail the reasons therefore. NOTE: Information, including model policy and training standards, is available on the New York State Department of Labor's website at: www.ny.gov/combating-sexual-harassment-workplace/employers.
- Non-Discrimination certification, signed by the grantee's Authorized Official. This document certifies that the grantee does not have institutional policies or practices that fail to address the

harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis. In addition, the grantee's Authorized Official shall certify that the grantee will make best efforts to retain contractors and/or sub-contractors for grant-related work that do not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis. Alternatively, if the grantee cannot certify the foregoing, the grantee's Authorized Official shall so state and shall furnish a signed statement which sets forth in detail the reasons, therefore.

- Certification under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia.
- Compliance with the Gender-Based Violence and the Workplace Certification.

Project Manager

- The grantee must assign one person to act as a Project Manager (PM). This person will schedule the progression of activities, ensure timely completion of project tasks, and address any problems or inquiries which may develop. The Project Manager will be the primary contact person for the submission of necessary reports, requests for progress payments, and obtaining approvals and determinations, etc.
- The Project Manager must work closely with the OPRHP Regional Grants Administrator (RGA) to ensure proper interpretation of all project requirements. Proper interpretation of a project's requirements is critical to successful implementation and coordination of ongoing activities.
- The Project Manager is responsible for providing adequate supervision and inspection, including materials inspection and quality assurance to ensure projects are completed in conformance with the construction contract documents, plans and specifications. The project budget must account for any anticipated costs associated with this requirement (see Construction Supervision under Eligible Budget Items).

Grant contracts will require that **prior to commencement of project work**, certain procedures must be followed and documentation provided to and approved by OPRHP, including, but not limited to:

- For any project involving ground disturbance (trenching, grading, demolition, new construction, vegetation removal, etc.), documentation of prior ground disturbance or an archeological investigation will be required.
- OPRHP must accept/approve plans and specifications, bidding documents, and competitive bidding, etc. All projects are subject to New York State Education Law (Articles 145, 147 & 148) regarding the preparation of plans and specifications. Plans which include the construction or alteration of buildings and/or structures, must be stamped, signed, and dated by a Licensed Professional, as defined in New York State Education Law.
- Environmental Permits. Any Municipality with a project involving ground disturbance (trenching, grading, demolition, new construction, vegetation removal, etc.) is responsible for obtaining any permits from federal or state agencies which may be required. Note: copies of permits do not need to be submitted to OPRHP.

Project costs will be eligible for **reimbursement** only if the specified grant work is included in the approved contract, meets State standards, and the expenditures are made in compliance with State requirements, including, but not limited to:

- Compliance with General Municipal Law Sections 103 (competitive bidding) and 104-b (procurement policies and procedures). All reimbursements for projects on property eligible or listed on the National or State Registers of Historic Places must be satisfactorily documented so that the State Historic Preservation Office can ensure work was done in conformance with the Secretary of the Interior Standards.
- At the discretion of the State, an Agreed Upon Procedure Review may be required by the State, performed by a representative of the State or a Certified Public Accountant.

Failure to comply with these requirements could jeopardize full reimbursement.
NYS OPRHP staff will require the submission of periodic progress reports in order to track and monitor the timeliness and use of Municipal Parks and Recreation Grant Program funds. NYS OPRHP staff will also conduct periodic inspections, including a final inspection of the project, and may conduct post-completion inspections as warranted to ensure the public benefit is maintained.

NOTE: All records submitted to or maintained by OPRHP are subject to the Freedom of Information Law (FOIL) set forth in Article 6 (Sections 84-90) of the NYS Public Officers Law. Upon receipt of a FOIL request, OPRHP may grant access to such records including but not limited to grant applications, agreements, and survey maps.

RESOLUTION NO.: 31 - 2026

OF

FEBRUARY 9, 2026

A RESOLUTION AUTHORIZING THE SETTLEMENT OF LITIGATION REGARDING THE FORECLOSURE OF TAX LIENS IN REM FOR THE YEAR 2021 RELATED TO PROPERTY KNOWN AS 183 PROSPECT STREET (SECTION 17, BLOCK 2, LOT 23)

WHEREAS, The City of Newburgh commenced a proceeding for the foreclosure of certain tax liens, such action being designated as Orange County Index Number EF008006-2021; and

WHEREAS, Charmaine Burns, the former owner of the property, made a request of the City Council to repurchase property known as 183 Prospect Street (Section 17, Block 2, Lot 23); and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to allow the repurchase;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Director of Finance and Enforcing Officer is hereby authorized to withdraw the liens on the property located at 183 Prospect Street (Section 17, Block 2, Lot 23), City of Newburgh, from the List of Delinquent Taxes and remove the property from the 2021 In Rem tax foreclosure action (Index Number EF008006-2021), conditioned upon: (a) Charmaine Burns tendering in full a certified check to the City of Newburgh the sum of sixty-eight thousand nine hundred ninety-five and 96/100 dollars ($68,995.96), said amount representing all past due tax liens, interest and penalties accruing thereon, water charges, sewer charges, and sanitation charges, by no later than 4:00 p.m. on Friday, February 27, 2026; (b) Charmaine Burns tendering in full a certified check payable to the Orange County Clerk for all required recording and transfer tax charges by no later than 4:00 p.m. on Friday, February 27, 2026; and (c) Charmaine Burns withdrawing any and all claims, lawsuits, and/or appeals, with prejudice, in any jurisdiction, in a manner and form as the City Manager and/or the Corporation Counsel may require by no later than 4:00 p.m. on Friday, February 27, 2026.

* TABLED 2/9/26

OLD BUSINESS

RESOLUTION NO.: 22 - 2026

OF

FEBRUARY 9, 2026

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Remainder of page intentionally left blank.

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

DATED: ________________, 2026 CITY OF NEWBURGH

By: ______________________________

Name: Todd Venning

Title: City Manager

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

By: ______________________________

Name:

Title:

DATED: ________________, 2026 BOURNE AND KENNEY LLC

By: ______________________________

Name:

Title:

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

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

____
NOTARY PUBLIC

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

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

____
NOTARY PUBLIC

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

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

____
NOTARY PUBLIC

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

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

Exhibit B
(Project)

Project Name: Bourne & Kenney Apartments

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

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

Approximately 140 of the 205 units shall meet the requirements of both HCR regulations applicable for state low-income housing tax credit projects 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)

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

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

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

Habitability Assurance Recommendation

If a violation persists and/or becomes a reoccurring issue causing an interruption in the habitability of resident(s) then an independent contractor MUST come in, at the expense of the owner, do an assessment of the problem and report findings to the city and the owner. The developer/owner has up to 60 days to remedy the situation. If the 60 day timeframe needs to be amended, the request must be in writing to the City Council and if approve can not exceed 30 days.

If the situation is a system-wide failure that effect tenants, the owner MUST ensure habitability goes uninterrupted by providing temporary measures, so residents are not inconvenienced or impacted for a prolonged period of time (no more than 2 days).

For example, if a boiler breaks down or requires repair and the independent contractor estimates that it will take 3 weeks to repair, the owner will notify residents immediately, bring in a temporary boiler to ensure continued habitability.

Enforcement

Option #1

If the violation is not remedied within the 60-day time frame, 90 day with an extension granted, owner tax benefit will decrease by 10% (TBD) of the overall benefit amount.

Option #2

If the owner/developer fails to adhere to abovementioned requirement within the identified cure time, then the city can step in to identify a licensed independent contractor to remedy to situation and bill the owner. If this option is enforced, this can affect future PILOT considerations.

Moving forward all PILOT agreements approved by the city council must contain a Council Review Clause:

HABITABILITY

Every five years (tbd) post completed construction, owner MUST present a detailed report/review to the board on the performance of the property:

Maintenance

Violations received, status and what was done, cure time for each violation.

Note if any were reoccurring issues.

Summary of any major repairs done to the property.

AFFORDABILITY

Current rent rolls for property

Vacancy

Reason for turnover, if any (death, transfer to new unit, eviction, etc.)

Affordability Assurance-report on all units, i.e., is this unit still receiving LIHTC, section 8, etc.

Assurance that units remain affordable.