City of Newburgh
Council Work Session
Sesion de trabajo del Concejal
April 23, 2026
6:00 PM

Work Session Presentations / Presentaciones de la Session de Trabajo

1. Quassaick Creek Greenway Implementation Strategy Presentation

   Presentación de la Estrategia de Implementación del Corredor Verde de Quassaick Creek

2. Newburgh Community Land Bank Annual Report

   Informe Anual del Newburgh Community Land Bank

Department of Public Works / Departamento de Obras Publicas

3. Agreement with SavATree for Emerald Ash Borer Tree Injection Services

   Resolution authorizing an agreement between the City of Newburgh and SavATree, LLC for Emerald Ash Borer tree injection services in the amount of $2,536.00

   Resolución que autoriza un acuerdo entre la Ciudad de Newburgh y SavATree, LLC para servicios de inyección de árboles contra el barrenador esmeralda del fresno por un monto de $2,536.00

Engineering / Ingeniería

4. Central Hudson Payment in Lieu of Final Restoration

   Resolution authorizing the acceptance of a payment in lieu of paving from Central Hudson Gas & Electric Corporation

   Resolución que autoriza la aceptación de un pago en lugar de pavimentación por parte de Central Hudson Gas & Electric Corporation

Information Technology Department / Departamento de Tecnologia e Información

5. Securitas Technology Corporation

   Resolution authorizing an agreement between the City of Newburgh and Securitas Technology Corporation for entry door repairs and upgrades at 123 Grand Street in the amount of $5,182.00

Resolución que autoriza un acuerdo entre la Ciudad de Newburgh y Securitas Technology Corporation para reparaciones y mejoras en la puerta de entrada en 123 Grand Street por un monto de $5,182.00

Planning and Economic Development / Planificación y Desarrollo Económico

6. 521 South Street - Satisfaction of Mortgage

   Resolution authorizing the City Manager to execute a Satisfaction of Mortgage in connection with the premises located at 521 South Street (Section 14, Block 3, Lot 11)

   Resolución que autoriza al Gerente de la Ciudad a ejecutar una cancelación de hipoteca en relación con la propiedad ubicada en 521 South Street (Sección 14, Bloque 3, Lote 11)

7. 117 Chambers 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 Kenna Enterprises Inc. to the premises known as 117 Chambers Street (Section 18, Block 9, Lot 7)

   Resolución que autoriza la ejecución de una liberación de restricciones y derecho de reingreso de una escritura emitida a Kenna Enterprises Inc. sobre la propiedad conocida como 117 Chambers Street (Sección 18, Bloque 9, Lote 7)

8. Amendment to Site Development Agreement with The Kearney Realty & Development Group Inc.

   Modificación del acuerdo de urbanización del terreno con The Kearney Realty & Development Group Inc.

9. PILOT Agreement with The Kearney Realty & Development Group Inc.

   Acuerdo piloto con The Kearney Realty & Development Group Inc.

10. Contract agreement with Vanasse Hangen Brustlin, Inc. to Provide CDBG Administrative Consulting Services

    Resoluton authorizing a professional services agreement between the City of Newburgh and Vanasse Hangen Brustlin, Inc. for CDBG administrative services in an amount not to exceed $51,650.00

    Resolución que autoriza un acuerdo de servicios profesionales entre la Ciudad de Newburgh y Vanasse Hangen Brustlin, Inc. para servicios administrativos de CDBG por un monto que no exceda de $51,650.00

Grants/Contracts/Agreements / Becas /Contratos/Convenios

11. NYS DEC Catskill Aqueduct Water Reimbursement Contract C013228 - Amendment No. 1

    Resolution authorizing the City Manager to enter into Amendment No. 1 to contract No. C013228 with the New York State Department of Environmental Conservation for reimbursement of the cost of water purchased from the New York City Catskill Aqueduct

    Resolución que autoriza al Gerente de la Ciudad a celebrar la Enmienda Núm. 1 al Contrato Núm. C013228 con el Departamento de Conservación Ambiental del Estado de Nueva York para el reembolso del costo del agua adquirida del Acueducto Catskill de la Ciudad de Nueva York

12. NYS DEC PFOS Expense Reimbursement Contract C013229 - Amendment No. 1

    Resolution authorizing the City Manager to enter into Amendment No. 1 to Contract No. C013229 with the New York State Department of Environmental Conservation for reimbursement of additional costs incurred by the City of Newburgh as a result of providing an alternative source of drinking water

    Resolución que autoriza al Gerente de la Ciudad a celebrar la Enmienda Núm. 1 al Contrato Núm. C013229 con el Departamento de Conservación Ambiental del Estado de Nueva York para el reembolso de costos adicionales incurridos por la Ciudad de Newburgh como resultado de proporcionar una fuente alternativa de agua potable

13. License Agreement - Mountain Valley Guides LLC

    Resolution authorizing the City Manager to execute a license agreement with Mountain Valley Guides LLC for access to and the use of the Washington Street Boat Launch and Unico Park to provide kayak rentals and tours

    Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo de licencia con Mountain Valley Guides LLC para el acceso y uso del embarcadero de Washington Street y el Parque Unico para ofrecer alquiler de kayaks y recorridos

14. Aquatic Center Concession Contract with Randolph Baker (d/b/a Amani's Kitchen)

    Resolution authorizing the execution of a contract with Randolph Baker (d/b/a Amani's Kitchen) to operate the food and beverage concession at

the Newburgh Aquatic Center in Delano-Hitch Park

Resolución que autoriza la ejecución de un contrato con Randolph Baker (d/b/a Amani's Kitchen) para operar la concesión de alimentos y bebidas en el Centro Acuático de Newburgh en parquet Delano-Hitch

15. 2026-2027 Gun Involved Violence Elimination (GIVE) Initiative

    Resolution authorizing the City Manager to apply for and accept if awarded a grant from the New York State Department of Criminal Justice Services under the Gun Involved Violence Elimination ("GIVE") Partnership to enhance law enforcement in the City of Newburgh to achieve sustained, long-term crime reduction in the amount of $910,000.00 with a City match of 25% for salary and benefits for all GIVE funded positions for the period July 1, 2026 to June 30, 2027

    Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar, en caso de ser otorgada, una subvención del Departamento de Servicios de Justicia Penal del Estado de Nueva York bajo la iniciativa de Eliminación de la Violencia con Armas de Fuego ("GIVE"), para fortalecer la aplicación de la ley en la Ciudad de Newburgh y lograr una reducción sostenida y a largo plazo de la delincuencia, por un monto de $910,000.00, con una aportación municipal del 25% para salarios y beneficios de todos los puestos financiados por GIVE, para el período del 1 de julio de 2026 al 30 de junio de 2027

16. 2027 Police Traffic Services Grant not to exceed $49,000

    Resolution authorizing the City Manager to apply for and accept if awarded a New York State Governor's Traffic Safety Committed 2027 Police Traffic Services Program Grant in an amount not to exceed $49,000.00 with no City match required

    Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar, en caso de ser otorgada, una subvención del Programa de Servicios de Tránsito Policial 2027 del Gobernador del Estado de Nueva York por un monto que no exceda de $49,000.00 sin requerir aportación municipal

Police Department/ Departamento de Policía

17. Flock Camera Update

    Actualización de cámaras Flock

Resolutions of Support / Resoluciones de Apoyo

18. West Shore Passenger Rail Service Feasibility Study

    Resolution of the City Council of the City of Newburgh requesting a

feasibility study for the West Shore Line Passenger Rail Service

Resolución del Consejo de la Ciudad de Newburgh que solicita un estudio de viabilidad para el servicio ferroviario de pasajeros de la línea West Shore

Boards and Commissions / Juntas y Comisiones

19. Appointments - Newburgh Industrial Development Agency

    Nombramientos – Agencia de Desarrollo Industrial de Newburgh

20. Appointments - Police Community Relations and Review Board

    Nombramientos – Junta de Relaciones Comunitarias y Revisión de la Policía

Local Laws / Leyes Locales

21. Local Law establishing a Charter Review Commission

    Resolution scheduling a public hearing for May 11, 2026 to hear public comment concerning a Local Law of the City Council of the City of Newburgh establishing a Charter Review Commission

    Resolución que programa una audiencia pública para el 11 de mayo de 2026 para recibir comentarios del público sobre una ley local que establece una Comisión de Revisión de la Carta Orgánica

22. 4-way Stop at South William Street and South Lander Street

    Ordinance amending Section 288-66 of the Code of Ordinances adding stop signs at the intersection of South William Street and South Lander Street

    Ordenanza que enmienda la Sección 288-66 del Código de Ordenanzas para agregar señales de alto en la intersección de South William Street y South Lander Street

Discussion Items / Temas de Discusión

23. City Manager Search

    Búsqueda de Gerente de la Ciudad

24. Green Light Process

    Proceso Green Light

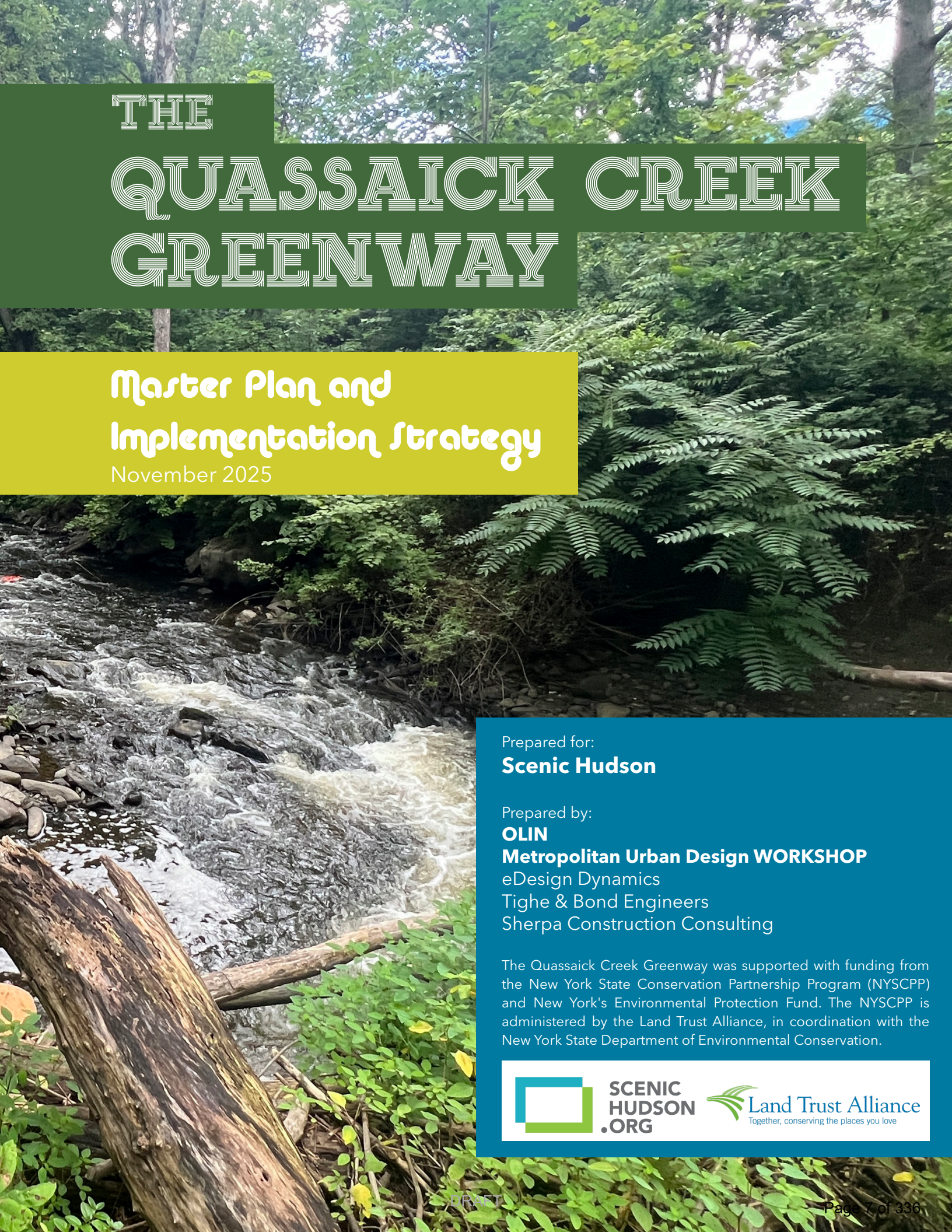
Executive Session / Sesión Ejecutiva

25. Proposed, pending or current litigation

    Litigios propuestos, pendientes o en curso

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

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



THE QUASSAICK CREEK GREENWAY

Master Plan and Implementation Strategy

November 2025

Prepared for:
Scenic Hudson

Prepared by:
OLIN
Metropolitan Urban Design WORKSHOP
eDesign Dynamics
Tighe & Bond Engineers
Sherpa Construction Consulting

The Quassaick Creek Greenway was supported with funding from the New York State Conservation Partnership Program (NYSCPP) and New York's Environmental Protection Fund. The NYSCPP is administered by the Land Trust Alliance, in coordination with the New York State Department of Environmental Conservation.

SCENIC HUDSON .ORG

Land Trust Alliance
Together, conserving the places you love

LAND ACKNOWLEDGMENT

It is with gratitude and humility that we acknowledge that we are learning, speaking, and gathering on the ancestral homelands of the Mohican people and the Munsee Lenape people, who are the Indigenous peoples of this land.

Despite tremendous hardship in being forced from here, today their community resides in Wisconsin and is known as the Stockbridge-Munsee Community. We pay honor and respect to their ancestors past and present.

Scenic Hudson is committed to working with communities to address exclusions and erasures of Indigenous peoples, who inspire us to love, protect, and connect with the land, water, and each other.

Figure 1. Quassaick Creek near Diamond Candle Factory (front cover). Source: OLIN.

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DEAR FRIENDS OF THE QUASSAICK,

Through many years of planning, design, and consultation with the community and the land, we offer the following plan for the community, government officials, and conservationists to take the next steps in making the Quassaick Creek Greenway a reality. We have been fortunate to work with and alongside a Steering Committee made up of a fantastic group of stakeholders and community members that have guided this plan and vision for two years since a Feasibility Study was published in 2023. This plan builds on the concepts and principles that were developed in the feasibility study and adds a level of detail needed to catalyze greenway development in the near and mid-term while outlining critical steps to ensure that longer-term strategies are also well positioned to be successful.

The Steering Committee and an engaged public have been at the forefront of this plan. It was powered by a generous grant from the New York State Conservation Partnership Program, administered by the Land Trust Alliance. The grant along with funding from Scenic Hudson allowed us to partner with renowned landscape architecture firm OLIN to develop this plan and strategy. A key deliverable of this work was to highlight the opportunities that are best suited to jumpstart implementation. The plan identifies four focus areas and a catalyst project that reflects the vision, capacity, and feasibility that was gained throughout the process.

The Greenway is intended to connect communities in the City of Newburgh and Town of New Windsor with the benefits of nature right in their back yards. The Quassaick Creek is a beautiful and wild tributary of the Hudson River and offers so much in terms of access to wild places, climate resilience, and health benefits of spending time in nature. This two-and-a-half mile reach of the Quassaick is just the beginning of a regional vision, as the watershed stretches across Orange County and nearly twenty-two miles up into Ulster County.

We have come a long way with contributions from landowners, local governments, and community organizations to co-create this strategy. The building blocks are starting to align. The watershed has great stewards, and we invite you to become one as well. This plan is not only a strategy for implementation, but also a call to action. There are many ways to advocate for this community asset. We hope that as you read this plan you can envision yourself, your family, your neighbors, and the wildlife of the Hudson Valley on the trail—enjoying the biodiversity, recreational opportunities, and community connections that are alive in this plan. We invite you to become a champion of the Quassaick Creek Greenway.

Happy trails,

Duane Martinez
Director of Urban Conservation, Scenic Hudson

Seth McKee
Executive Director, The Scenic Hudson Land Trust

Jack Caldwell
Chair of the Quassaick Creek Greenway Steering Committee
and member of the Quassaick Creek Watershed Alliance

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1 | EXECUTIVE SUMMARY



Figure 2: Conceptual rendering of the Quassaick Creek Greenway Lower Gorge Trails. Source: OLIN

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A greenway along the Quassaick Creek is a long-held vision for transforming this verdant corridor into a recreational and ecological asset that connects neighborhoods, provides better access to open space and nature in the City of Newburgh and Town of New Windsor, and reduces risks associated with climate change and extreme weather.

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THE QUASSAICK CREEK GREENWAY

Rooted in decades of local efforts, advocacy, and community engagement, the Quassaick Creek Greenway is envisioned as an accessible trail system that connects neighbors with the beauty of the creek. The plan aims to promote equitable access to this hidden gem while expanding safe and sustainable mobility options, fulfilling the critical need for recreational destinations and connectivity for the City of Newburgh, Town of New Windsor, and the region.

The Greenway will weave through the lower two and a half miles of the creek corridor, connecting the scenic and recreational attraction of the Hudson River with the highest point of the Greenway atop Scenic Hudson's Snake Hill Preserve, which offers immersive forest hikes and scenic views.

Once part of the traditional lands of the Waoranek or Esopus people, the Quassaick Creek corridor has served as both a natural boundary and an industrial workhorse, shaping the landscape and livelihoods of Newburgh and New Windsor. The industrial economy has left cultural remnants marking a history of the creek, as well as soil and water contamination that pose challenges to access and environmental health of the creek corridor. Visions of a future Quassaick Creek Greenway harken back to historic recreational uses at the Vale of Avoca, a popular picnicking spot along the creek near the Hudson River, as well as beach-going and boating at Crystal Lake.

For the past two decades government agencies, community members, and local organizations have advocated for the collective vision of a renewed creek corridor. The Greenway will offer residents safe, accessible trails for walking and biking, linking neighborhoods to parks, schools, and local businesses while fostering a deeper connection to nature. It will provide broad access and essential green space, mitigating urban heat, improving air and water quality, and reducing flood risks. Ecological restoration efforts, including native plantings, habitat rehabilitation, and stormwater management, will improve water quality and revive the creek's role as a thriving, biodiverse corridor.

> The benefits of the Quassaick Creek Greenway are critical to local communities, identified as experiencing disproportionate exposure to environmental hazards and climate impacts. With growing momentum, the Greenway will balance environmental health with equitable access to nature and recreation for generations to come.



Figure 3. **Historic postcard showing Vale of Avoca.** Source: Newburgh Free Library via New York Heritage Digital Collections (https://nyheritage.contentdm.oclc.org/digital/collection/newburgh/id/556/).

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REGIONAL CONNECTIONS

> The Quassaick Creek Greenway is positioned to tie into other regional trail networks, offering wider mobility and access opportunities.

For example, the Orange County Bikeway Vision, published in 2023, plans for a connected network of separated bike routes to provide safe and "stress-free" modes of travel and recreation throughout the county. A "rails-to-trail" approach to the Greenway could activate an underutilized rail line adjacent to the creek. Orange County is also part of the "Growing Greenways" vision plan, which seeks to create an off-road trail network over more than 250 miles that would connect more than 20 communities across Ulster, Sullivan, and Orange Counties. Another initiative, termed the Regional Connector, could link the Greenway to pedestrian and bike trails in the City of Newburgh, across the Newburgh-Beacon Bridge and beyond to robust recreational trails, including the Hudson Highlands Fjord Trail and the Beacon Metro-North station.

"The [Orange County] Bikeway Vision is to establish a separated non-motorized transportation system throughout Orange County, NY, that provides a realm for the most vulnerable users of our roadways to travel and recreate safely and stress-free both within communities and over long distances."

Orange County Bikeway Vision,
Orange County Department of Planning,
December 7, 2023

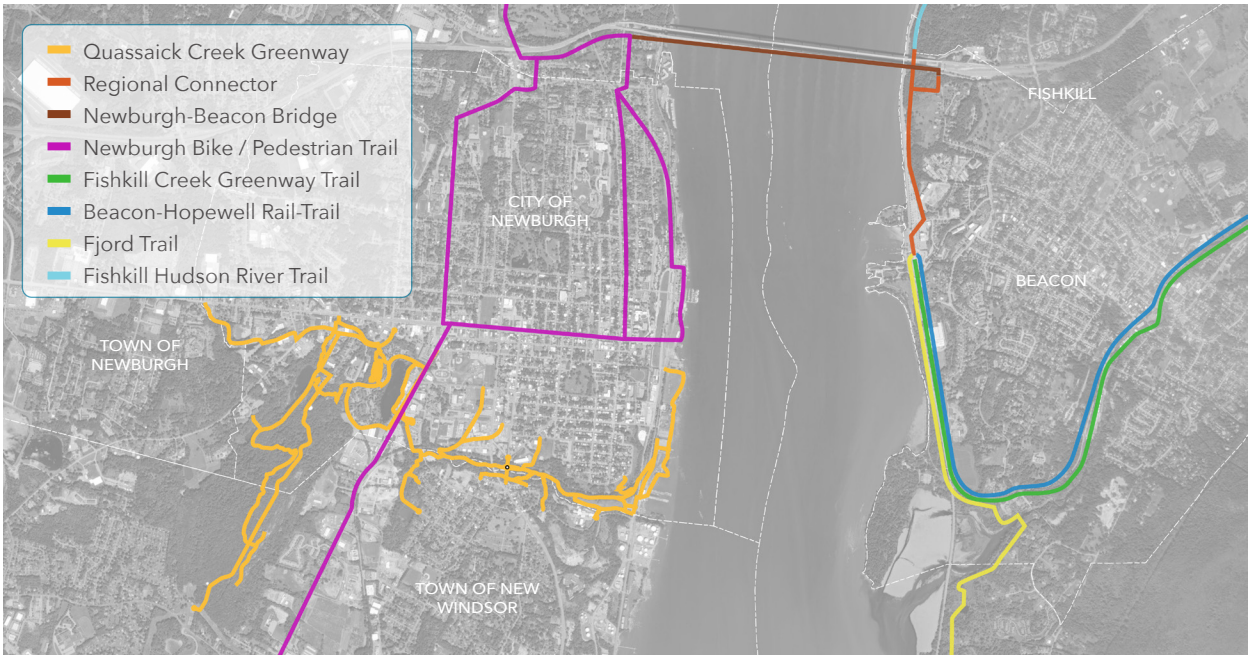

Figure 4. **Regional Connections.** Source: OLIN, based on https://www.thefullerton.org/projects/regionalconnector

ADVOCATES AND CHAMPIONS

> For decades, many groups and individuals have been inspired to reimagine a healthier and connective creek corridor: an ecologically thriving stream valley that offers recreation and mobility to the surrounding community while celebrating its cultural history.

Today, among many who advocate for the health and awareness of the creek, the Quassaick Creek Watershed Alliance, the City of Newburgh, the Town of New Windsor, Orange County, Ecological Citizens Project, Greater Newburgh Parks Conservancy, Newburgh Wants a Park, Newburgh Waterways Center, Orange County Land Trust, Outdoor Promise, and Riverkeeper are actively working at various scales toward a healthy and more accessible creek corridor.

The implementation planning for the Quassaick Creek Greenway is an effort to document and realize the work of these groups and includes necessary engagement with the many stakeholders and community leaders dedicated to the resilient communities within the Quassaick Creek watershed.

Quassaick Creek Greenway Steering Committee

Guidance on the Master Plan and Implementation Strategy was provided by dedicated representatives of the following governments and organizations:

City of Newburgh
Town of New Windsor
Orange County
Quassaick Creek Watershed Alliance
Newburgh Rowers Club
Newburgh Clean Water Project
Riverkeeper
Orange County Land Trust
Outdoor Promise
EJ Fellows
NY-NJ Trail Conference
Scenic Hudson Land Trust



Figure 5. Outdoor Promise Hike at Snake Hill Preserve. Source: Ronald Zorilla.

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ADVANCING COMMUNITY AMBITIONS

Since 2020, Scenic Hudson has joined the charge in restoring and reinventing the Quassaick Creek corridor for the surrounding communities by contributing advocacy, awareness programming, engagement, and planning and design efforts through its River Cities Program. Building upon more than 20 direct or related previous analyses and planning efforts, a Feasibility Study was prepared in 2023 in collaboration with local advocacy organizations and community members to determine potential trail alignments, priorities for programming, and implementation considerations such as land ownership, funding, and phasing.

A Steering Committee was formed to ensure engagement with stakeholders and guidance of the Feasibility Study planning by local advocates and municipal and county partners. The 2023 Feasibility Study provides a strong basis of engagement and planning that serves as the starting point for this Implementation Strategy.

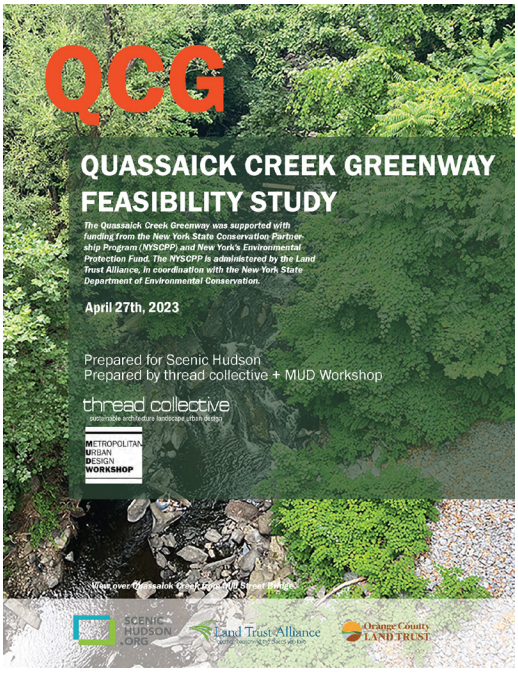

Figure 6. Cover of the Quassaick Creek Greenway Feasibility Study. Source: Scenic Hudson.

2023 Feasibility Study Principles

1 | Access
Create safe and inclusive public spaces that strengthen neighborhood access and residents' connection to the Quassaick Creek.

2 | Ecology
Adopt design and planning strategies that support the ecology of the creek and improve its biodiversity.

3 | Climate Resilience
Build in resilience to natural disasters and climate change, including the potential for stormwater management, and heat islands.

4 | Recreation
Design spaces that support a range of recreational uses, including walking, running, biking; creek related activities such as fishing; and reflective uses such as wildlife viewing.

5 | Equity
Increase awareness of the creek by ensuring equity in access, and use by a wide array of ages and abilities.

6 | Connections
Connect the Greenway to places of gathering, including public parks, natural landmarks, and places of work and commerce in communities along the creek.

7 | Economy
Explore designs that foster green job creation and increased activity for small businesses.

8 | Mobility
Strengthen connections to existing and proposed regional trail systems to make green mobility a convenient choice for all residents.

9 | Stewardship
Establish a management and stewardship structure that ensures long-term sustainability of the Greenway.

10 | Culture
Honor the history and culture of communities along the creek through installations and programming that tell the story of the land and its people.

MASTER PLAN AND IMPLEMENTATION STRATEGY

The continued evolution of Quassaick Creek Greenway planning represents a shared commitment to restoring and celebrating this natural asset for generations to come. The **Master Plan and Implementation Strategy** includes refinements of the trail alignment along with the identification of a Catalyst Project. The Catalyst Project will be the main focus of an initial capital investment strategy that will activate and draw further energy and funding to the Greenway.

The continuous Greenway will create places to connect with water, play in nature, learn about stream ecology, explore local history, and be part of a thriving, healthy community. The main Greenway trail extends from the Hudson River to trails on Scenic Hudson's Snake Hill property, connecting open space owned by the City of Newburgh and Town of New Windsor. Access points, new parks, and secondary trails welcome locals and visitors along the way.

The location of trails, park development projects, and opportunities to protect habitat have been planned based on available land, ease of access, and potential for enhancing public benefit. The implementation of each of the projects within the plan are influenced by many factors, such as land availability, time needed for site acquisition or clean up, alignment with adjacent improvement projects, availability of funding, and capacity of project stewards.

The **Lower Gorge Trails Catalyst Project** fulfills the City of Newburgh's longstanding plans to provide access to one of the most inspiring areas of the creek, in close proximity to some of the densest neighborhoods, while anticipating future connection to park projects initiated along the Hudson River waterfront.

To make these plans a reality, more technical work is necessary. Fundraising, engineering studies, site-specific designs, and permit approvals from various levels of government will be necessary for the Catalyst Project as well as each segment of the plan. Continued collaboration with property owners and government agencies, raising funds, and co-creating designs with community members are the next steps to bringing these ideas to life.

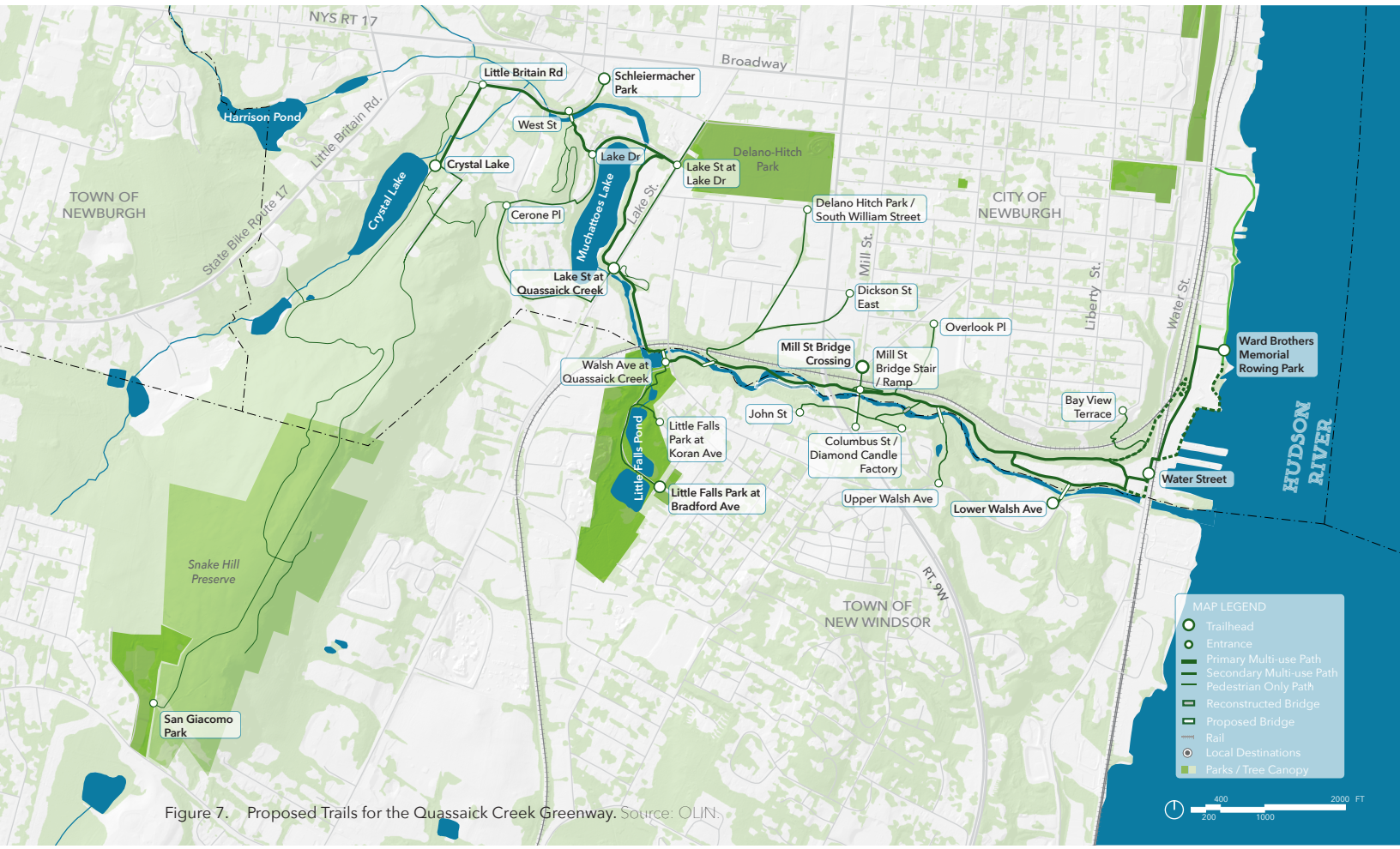

Figure 7. Proposed Trails for the Quassaick Creek Greenway. Source: OLIN.

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Master Plan and Implementation Strategy Goals

1 | Greenway Alignment

Advance the Greenway planning by confirming and revising alignment to overcome challenges and embrace opportunities.

2 | Ecological Potential

Assess ecological conditions and habitat priorities to recommend enhancements integrated with Greenway planning.

3 | Catalyst Project

Outline near-term actions and develop concepts for a Catalyst Project that will accomplish goals of access and equity, with potential for local stewardship.

4 | Champions and Partners

Convene champions to lead projects into the future by co-creating a compelling vision to support funding for implementation and stewardship.

5 | Community Aspirations

Align with local initiatives to leverage advocacy and capacity to implement the collective vision for the Quassaick Creek Greenway.

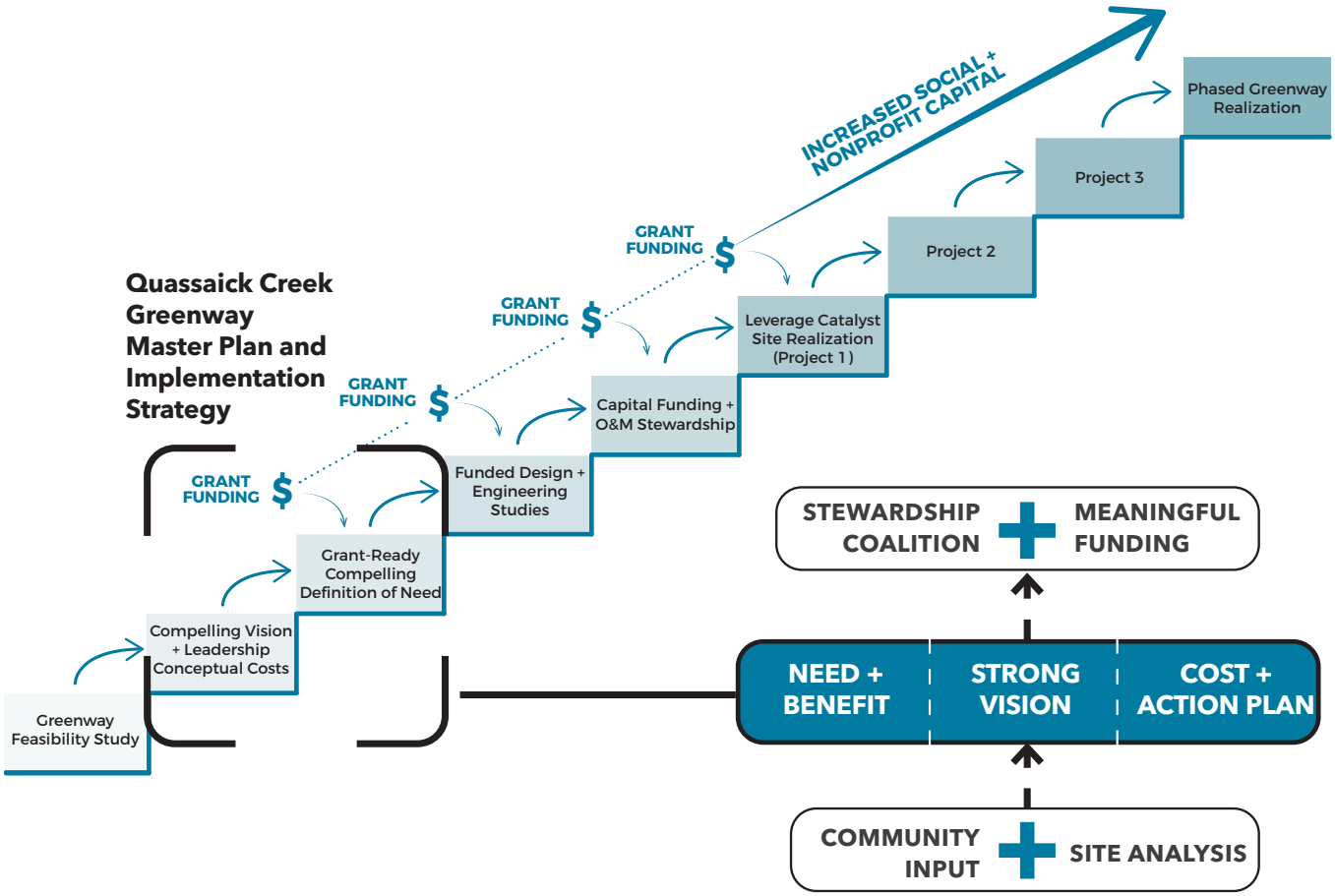

Figure 8. Steps to implementing the Greenway Source: OLIN.

CATALYST PROJECT

The Catalyst Project is anticipated to activate underutilized space, improve ecological and environmental conditions, and enhance community uses in ways that drive investment in the rest of the Greenway.

A Catalyst Project and three additional areas of opportunity have been identified as near term actions. The Catalyst Project was selected as a location that can begin to fulfill the vision of the Quassaick Creek Greenway based upon property ownership, easement feasibility, and strategic connections as the beginning of the Greenway. The Opportunity Areas are also at strategic nodes but may need additional engagement with stakeholders or technical studies to advance; key enabling activities have been identified to drive further action along the creek.

THE LOWER GORGE TRAILS

The lower Quassaick Creek offers an idyllic forested setting that mixes immersive nature experiences, local history, and ongoing ecological restoration projects with potential trailheads at locations critical for community access. Greenway projects here would catalyze the main multi-use path in the City of Newburgh, enhance habitats, and expand access by connecting to New Windsor via new and historic bridges.

This site is identified as the primary Catalyst Project given long-standing plans by the City of Newburgh to create recreational access to the creek and the receptivity of local landowners in giving back to the local community. Efforts to secure public access agreements in tandem with utility infrastructure development are well underway.

The site includes existing access roads that enable minimal disturbance for installation of a greenway while connecting to some of the largest sections of forested and meadow areas in the creek corridor. Access from the community is envisioned at several key points, including Mill Street Bridge, South Middle School path, along Water Street, and along Walsh Avenue west of River Road via a new bridge crossing. The main trunk of the Greenway trail lines the north bank of the creek, connecting to a meadow loop, proposed nature classroom, and wooded walk along an existing easement. Ultimately, integrating safe pedestrian access across Water Street/River Road at the Quassaick Creek outfall will enable safe connections between the creek and parks along the Hudson River.



Figure 9. Conceptual rendering of the Quassaick Creek Greenway Lower Gorge Trails. Source: OLIN.

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CATALYST PROJECT

BY THE NUMBERS

- 1.8 Miles of trail
- 4 Trailheads
- 1 Pedestrian street crossing
- 6 Acres of habitat restoration
- 45 Signs
- 25 Benches

Estimated Cost: $5.3M



Figure 10. Lower Gorge Trails Key Map. Source: OLIN.



ADDITIONAL OPPORTUNITY AREAS

DIAMOND CANDLE FACTORY

One of the most dramatic sites deep within the Quassaick Creek gorge, the former Diamond Candle Factory area offers a mix of industrial history and recovering habitat near potential access from both Newburgh and New Windsor.

Environmental remediation is first required to make the site safe for recreational use. Beginning the process of funding the cleanup will enable future expansion of the Greenway to include this unique park area that can catalyze further investments.

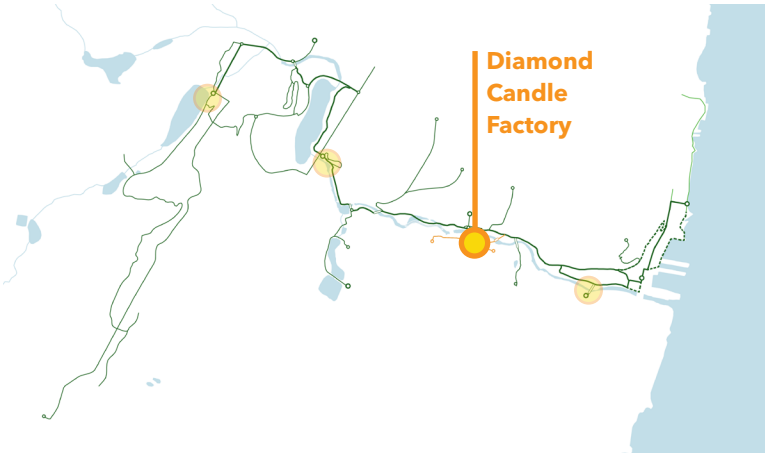

Figure 12. Diamond Candle Key Map. Source: OLIN.



Figure 11. Conceptual rendering of the Quassaick Creek Greenway Diamond Candle Factory Trail. Source: OLIN.

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LAKE STREET HEALTH TRAIL

Near Lake Street, a bustling commercial corridor in Newburgh, the Greenway trail can include amenities aimed at promoting physical and mental health along with improvements for biodiversity, including a walking loop trail with native meadows, a rain garden, nature play structures, and places to sit along the creek. Greenway projects here can connect Delano Hitch Park, Newburgh's neighborhoods, and future complete street improvements along Lake Street and Broadway.

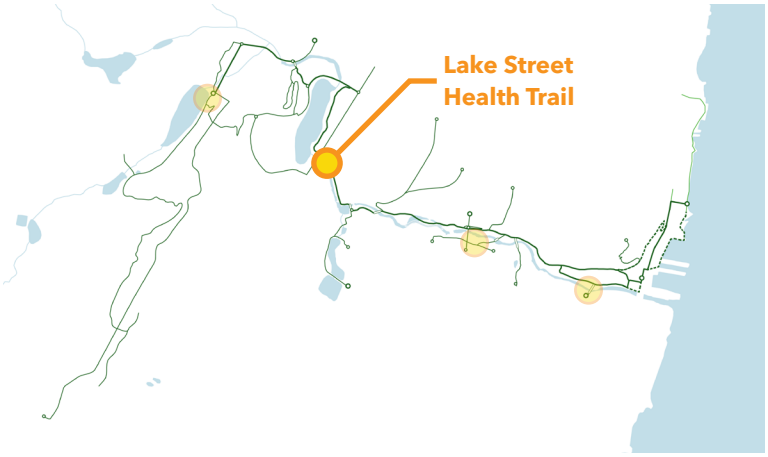

Figure 14. Lake Street Health Trail Key Map. Source: OLIN.



Figure 13. Conceptual rendering of the Quassaick Creek Greenway Lake Street Health Trail Source: OLIN.

ADDITIONAL OPPORTUNITY AREAS

SNAKE HILL CONNECTIONS

Existing trails at Snake Hill Preserve offer unique access to unfragmented forest in Newburgh and New Windsor with sweeping views of the river and Hudson Highlands. Expanded trail access and community programming near Crystal Lake would enhance access to water in the corridor and the biodiversity found at Snake Hill Preserve. Here, the Greenway can offer improved access to existing and community uses at the Sanctuary Healing Gardens, uphill hiking trails to the Snake Hill summit, and a popular recreational fishing site.

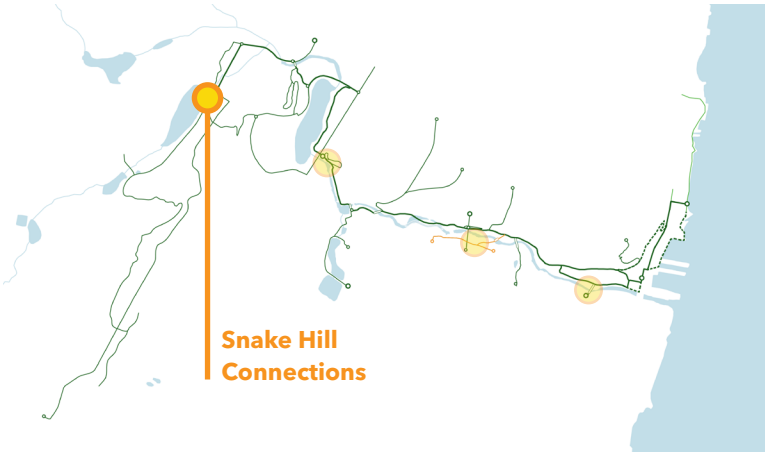

Figure 16. Snake Hill Connections Key Map. Source: OLIN.



Figure 15. Conceptual rendering of the Quassaick Creek Greenway Snake Hill Connections at Crystal Lake Trailhead. Source: OLIN.

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THE REPORT

This Master Plan and Implementation Strategy Report that follows outlines the access, trail alignments, and unique destinations of the Quassaick Creek Greenway. Opportunities, challenges, and partnerships provide a roadmap for implementation. Ultimately the Catalyst Project is anticipated to be the first activation of the Greenway and a proof-of-concept for continued development through the corridor, starting at the Hudson River and continuing to Snake Hill Preserve.

The report is organized around the following chapters:

Chapter 2 | Existing Conditions reorients the geology, hydrology, built environment, environmental conditions, and community access around the opportunities for implementing the Greenway.

Chapter 3 | Ecological Potential summarizes the findings of the Natural Resources and Biodiversity Inventory conducted by Hudsonia and pairs with ecological preservation and restoration opportunities and recommendations aligned with the Greenway planning and implementation.

Chapter 4 | Community Engagement demonstrates the process of awareness building and Catalyst Project selection with community members, local organizations, key stakeholders, and the Steering Committee that took place throughout the planning process.

Chapter 5 | Master Plan and Implementation Strategy outlines a refined trail alignment and potential trailheads and Catalyst Projects based upon evaluations conducted with the Steering Committee and other stakeholders.

Chapter 6 | Catalyst Project and Opportunity Sites summarizes the conceptual design, partnerships, and implementation considerations for the Catalyst Project at the Lower Gorge Trails. Additional Opportunity Sites are also documented given their potential readiness and benefit at important locations along the Greenway.

Supporting documents containing further detail are included as appendices.

THE QUASSAICK CREEK GREENWAY MASTER PLAN
BY THE NUMBERS

- **Over 500 acres within the study area**
- **Over 300 acres of contiguous tree canopy**
- **6 Parks connected by the trail**
- **12 Miles of trail**
- **9 Primary trailheads with parking**
- **17 Additional trailheads**

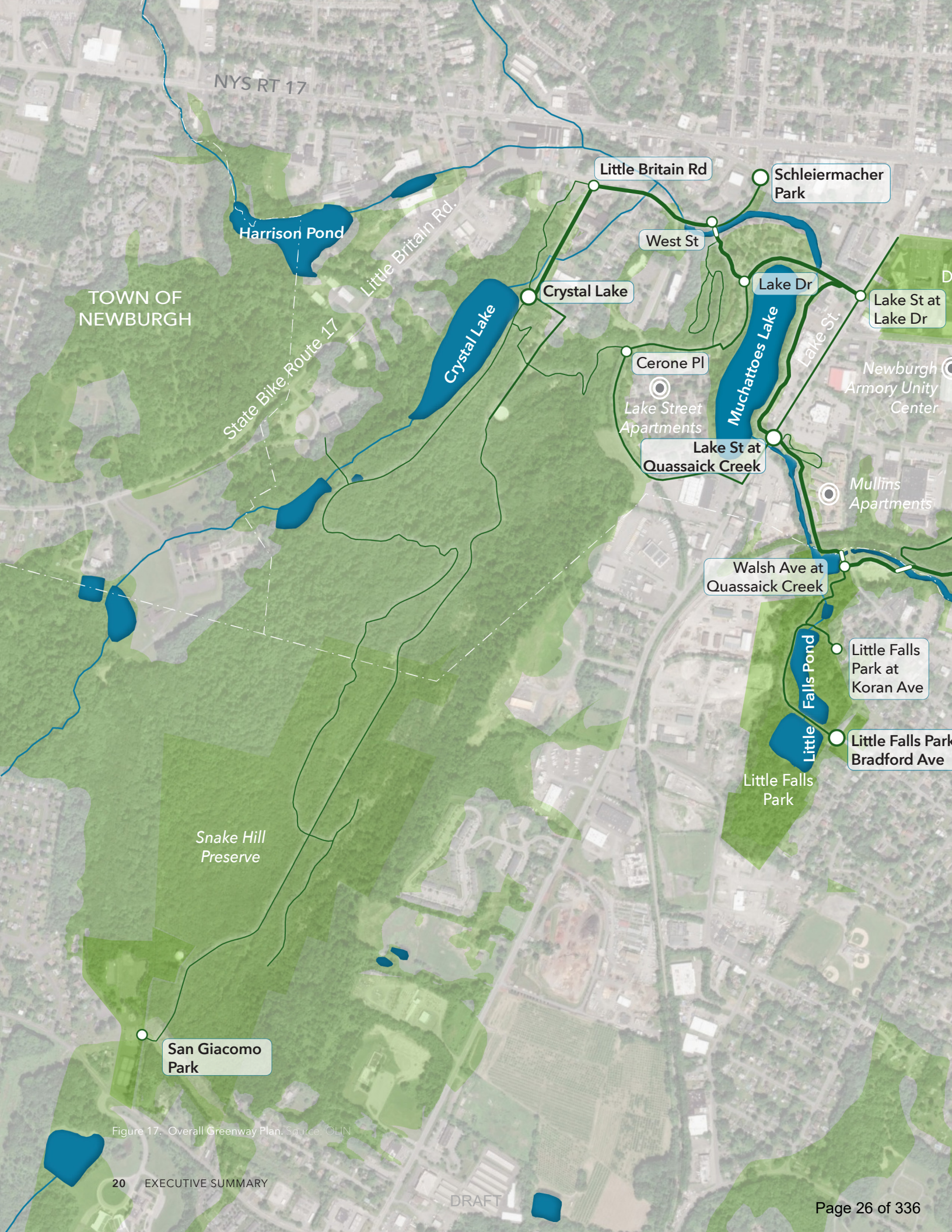

Figure 17. Overall Greenway Plan. Source: OLIN

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Broadway
Newburgh Beacon Bridge
Newburgh City Hall
elano-Hitch Park
Washington's Headquarters
CITY OF NEWBURGH
Delano Hitch Park / South William Street
Mill St.
Liberty St.
Water St.
Dickson St East
Overlook Pl
South Middle School
Mill St Bridge Crossing
Mill St Bridge Stair / Ramp
Ward Brothers Memorial Rowing Park
John St
Bay View Terrace
Twin Arch Bridge
Columbus St / Diamond Candle Factory
HUDSON RIVER
Water Street
Upper Walsh Ave
Lower Walsh Ave
Calvary Cemetery
RT. 9W
TOWN OF NEW WINDSOR
MAP LEGEND
Trailhead
Entrance
Primary Multi-use Path
Secondary Multi-use Path
Pedestrian Only Path
Alternative Alignment
Reconstructed Bridge
Proposed Bridge
Rail
Local Destinations
Parks / Tree Canopy
400
2000 FT
200
1000

2 | EXISTING CONDITIONS



Figure 18 - Quassaick Creek near Diamond Candle Factory

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The Quassaick Creek has played a critical role in the life of the City of Newburgh, the Town of New Windsor, and the region through the centuries. Existing conditions of the creek corridor reveal a landscape of industrial remnants, aging infrastructure, thriving and degraded habitats, and informal community uses linking uplands to the Hudson River.

THE QUASSAICK CREEK CORRIDOR

This land is thought to have been originally part of the traditional lands of the Waoranek or Esopus, with European settlements recorded since the 1700s. It is part of Lenapehoking–the ancestral home of the Lenape people–which extends from modern-day Delaware to the Catskill Mountains.

Encompassing approximately 56 square miles of watershed area in Ulster and Orange Counties, and several lakes, the Quassaick Creek reaches inland 18 miles from the Hudson River and has been a focus of ecological restoration and environmental recovery efforts due to extensive industrial use and pollution.

The lower 2.5 miles of the creek flows through small artificial lakes and a wooded corridor and marks the boundary between the City of Newburgh and Town of New Windsor. The urban core of the watershed has been a primary focus of decades of activism, advocacy, and restoration action by the Quassaick Creek Watershed Alliance.

This reach supported industrial operations from the 19th century through today. With over 18 industries formerly within a one-mile stretch and 11 dams along its length, the creek's degradation spurred environmental advocacy and legal actions that launched Riverkeeper's efforts on Hudson River tributaries throughout the region. Today, most of the industries are no longer operating, and a dam removal initiative is underway.

The final half-mile of the creek, identified as the Catalyst Project area, flows within a deep gorge and below several bridges including the Mill Street Bridge and the historic Twin Arch Bridge. Steeped in local history, this section of the creek corridor offers immersion in the beauty of the creek and connection between the urban fabric and the Hudson River.

> Primary challenges to the Greenway include steep topography, a patchwork of land ownership, transportation corridors, utilities and aged infrastructure, environmental liabilities, and varied flood conditions.
>
> Among these challenges is a recovering landscape of immense ecological potential within reach of communities in need of access to natural spaces, connectivity, and recreation.

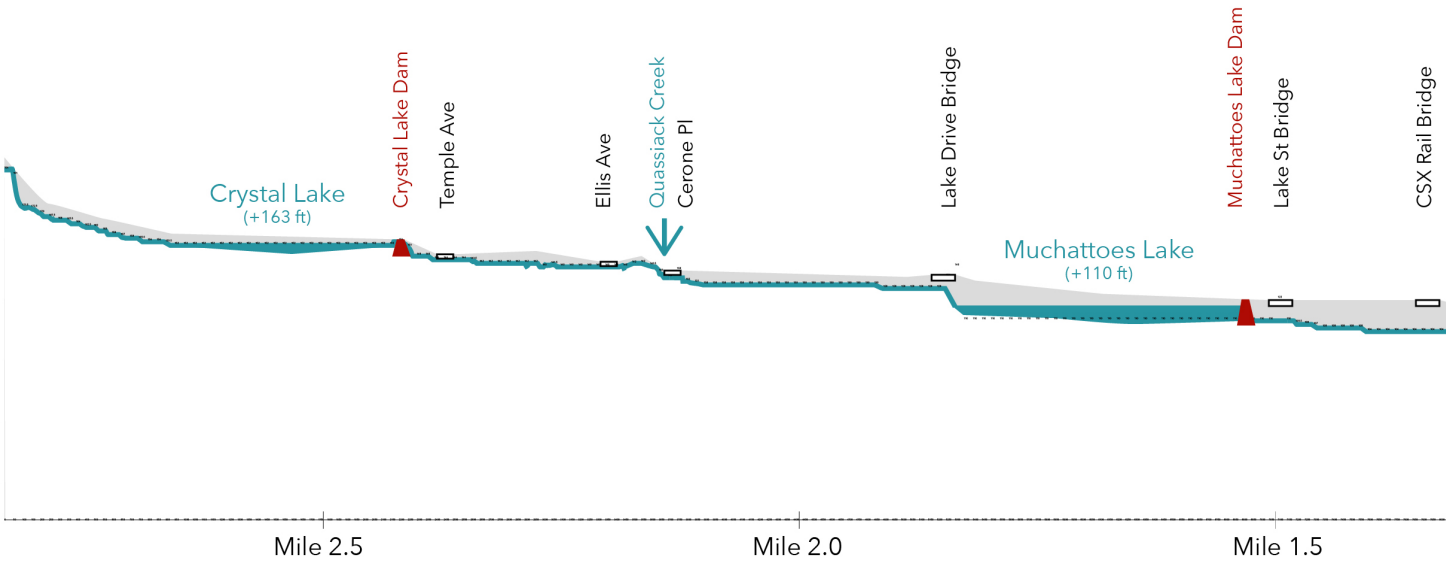

Figure 19. Section of the Quassaick Creek from Crystal Lake to the Hudson River. Source: OLIN.

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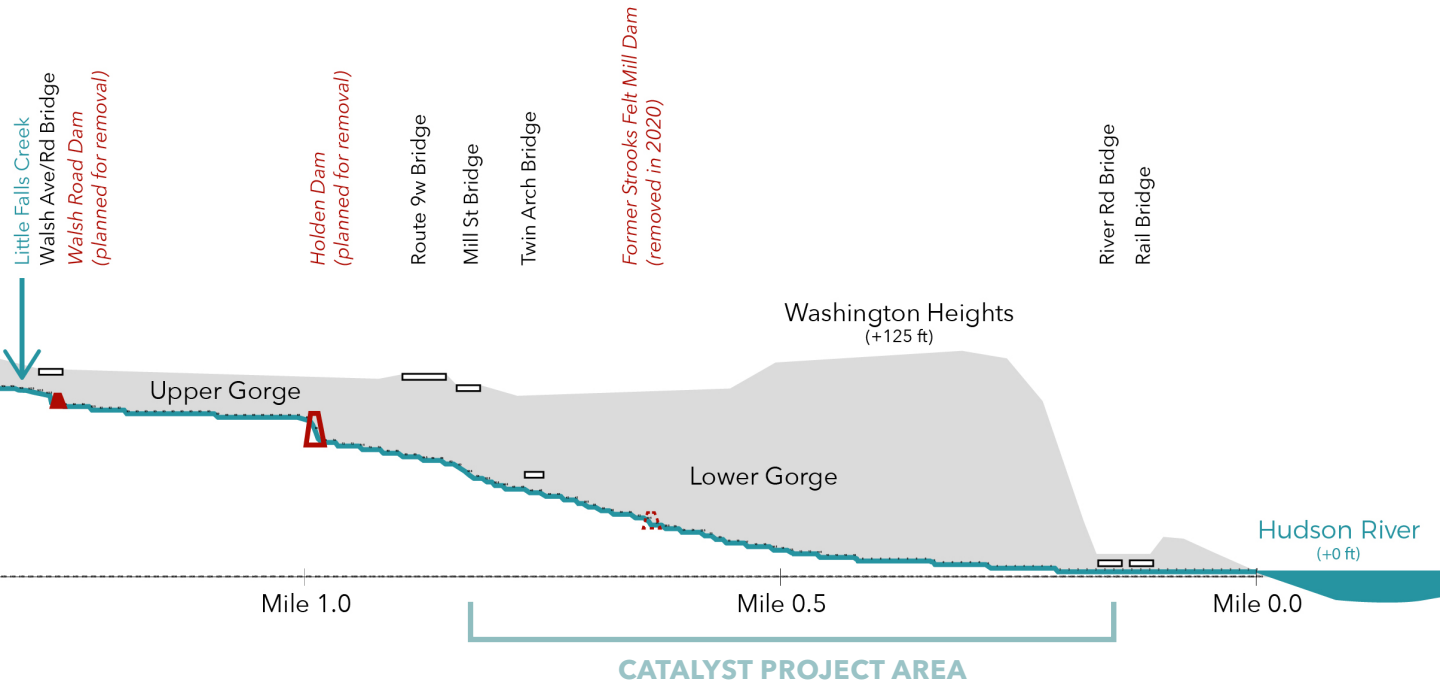
Figure 20. The Quassaick Creek corridor features bridges, industrial relics, constructed ponds, natural ares, and scenic overlooks. Source: OLIN.



HYDROLOGY

> Creek-oriented recreation is an untapped resource for the communities of the region; however, existing stream conditions pose challenges to the incremental implementation of new projects.

The lower Quassaick Creek receives channel flows from the upper watershed as well as runoff from surrounding developed land, stormwater outfalls, and tidal influences of the Hudson River. The following summarizes key hydrologic findings; further detail can be found in the Appendix: Ecological Assessment.

Water Quality and Stream Health

The lower Quassaick Creek is currently classified by the New York State Department of Environmental Conservation (DEC) as a Class C Waterbody, which is suitable for fishing and non-contact activities such as boating, but is not suitable for drinking or swimming. The creek runs through medium- to high-density areas that are 50% to 100% developed. The high level of development has resulted in numerous water quality impairments, including pollutants such as chemicals, oils, and heavy metals, and and combined sewer overflows.

Impervious developed areas adjacent to the Quassaick Creek also increase and concentrate stormwater runoff, bringing with it the threat of flooding as well as increased erosion and scouring. The runoff is also warmer as the rainfall absorbs heat from paved surfaces. All these factors contribute to degraded water quality and ecosystems along the creek.

A total of 11 dams and other barriers have been cataloged by state and federal governments along the lower Quassaick Creek from Muchattoes Lake to the confluence with the Hudson River, causing additional water quality and ecosystem impacts. Crystal Lake, Muchattoes Lake, and Little Falls Pond also face water quality issues, including contamination, sedimentation, invasive species, and aging infrastructure. These constructed ponds have the potential to negatively impact the Quassaick Creek or contribute to its remediation, depending on management.



Figure 21. Eroded banks of the Quassaick Creek adjacent to an active industrial use. Source: OLIN.

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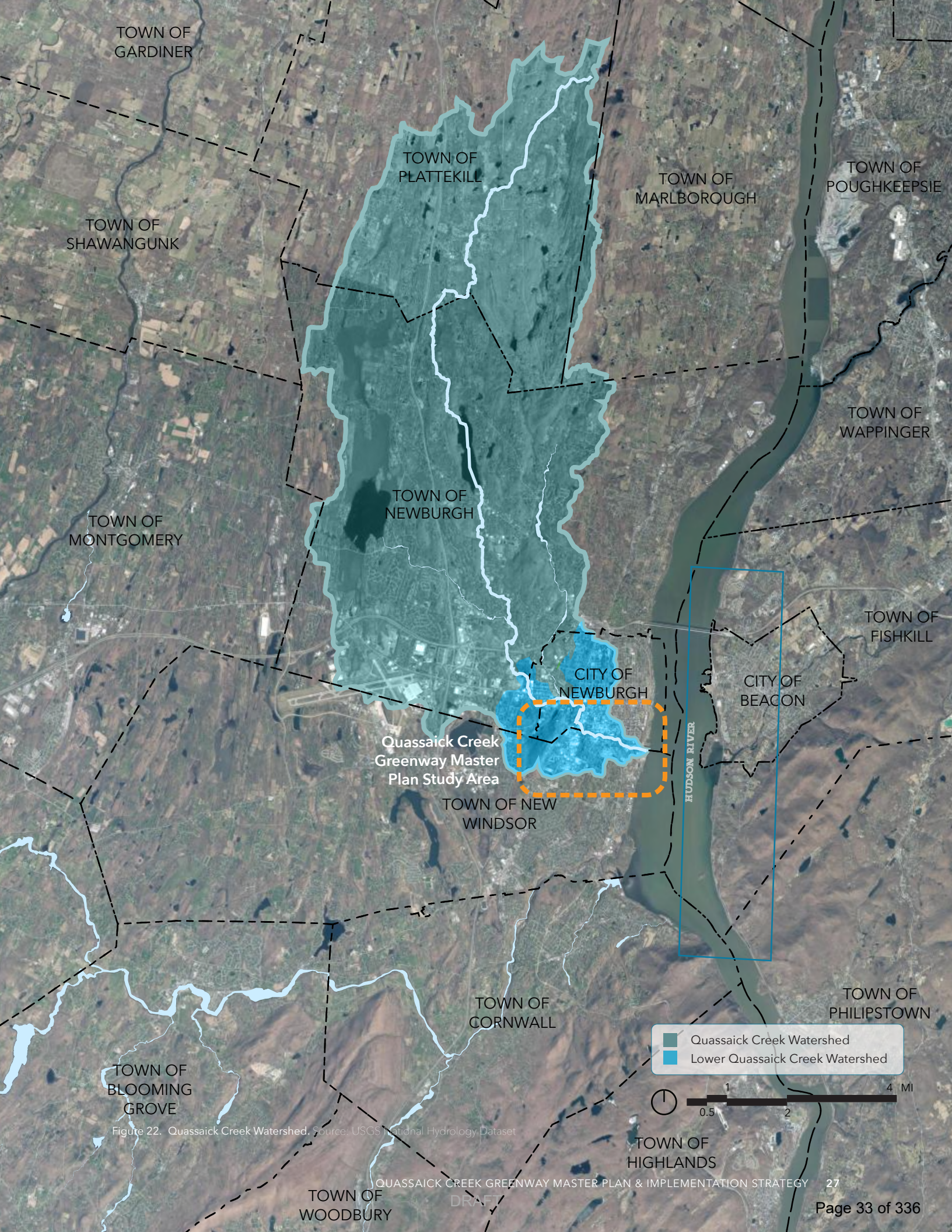

Figure 22. Quassaick Creek Watershed. Source: USGS National Hydrology Dataset

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IMPROVING CREEK HEALTH

Improving the creek's health will require removing industrial pollutants, stabilizing streambanks, enhancing stormwater filtration, and actively engaging the community in stewardship efforts. Currently, the City of Newburgh is undertaking a 15-year Long-Term Control Plan to improve sewer capture rates and reduce combined sewer overflows to the Hudson River.

In 2020, Riverkeeper facilitated the removal of the Strooks Felt Dam to restore aquatic habitats and reduce sediment buildup along the creek. Plans and permitting are in process for the removal of Walsh Road Dam and Holden Dam. Dam removal includes realignment of the streambed, which is not only important for the creek's ecologic function but also critical to protect Newburgh's sewer infrastructure that has been impacted by scouring during storms. There are also numerous community based initiatives, such as the Quassaick Creek Watershed Alliance's riparian planting projects along the creek as part of New York State Department of Environmental Conservation's "Trees for Tribs" program and the Greater Newburgh Parks Conservancy's Planting Power Newburgh initiative.

Further water quality improvements in the Quassaick Creek may be achieved through:

- Remediating contaminated properties within the creek corridor and prevent further input of chemical pollutants into the creek.
- Using riparian buffer zones and streambank stabilization to filter stormwater and reduce erosion, with in-stream structures to reduce scour and increase aeration.
- Improving water quality in the lakes by removing refuse and deteriorating infrastructure, eradicating invasive species, closing off any potential sources of sewage, and conducting dredging to remove contaminated sediments.
- Implementing long-term measures such as establishing native species, including shoreline plants and subaquatic vegetation, to stabilize embankments and provide natural filtration; active management of rail lines within the watershed to mitigate stormwater flows, sedimentation, and industrial contamination; and community engagement and education programs to encourage ongoing stewardship of the lakes, wetlands, and terrestrial areas.

Flooding

Flood conditions of the Quassaick Creek are critical to consider both for the ecological health of the stream corridor as well as safety of nearby residents. In many cases the floodplain has been developed or modified, cutting off this important expansion zone for flood waters and the habitats that floodplains support. Importantly, the Newburgh Housing Authority's Mullins Courtyard Apartments are located in a flood zone with a 1% chance of flooding every year, just downstream of Muchattoes Lake, and surrounded by infrastructure that constricts flows and increases the impacts of flooding. Development of the Greenway will integrate measures to address both aspects of flooding: reconnecting the creek with a healthy floodplain that can store floodwaters where space allows, and implementing protections where residents or development are at risk.

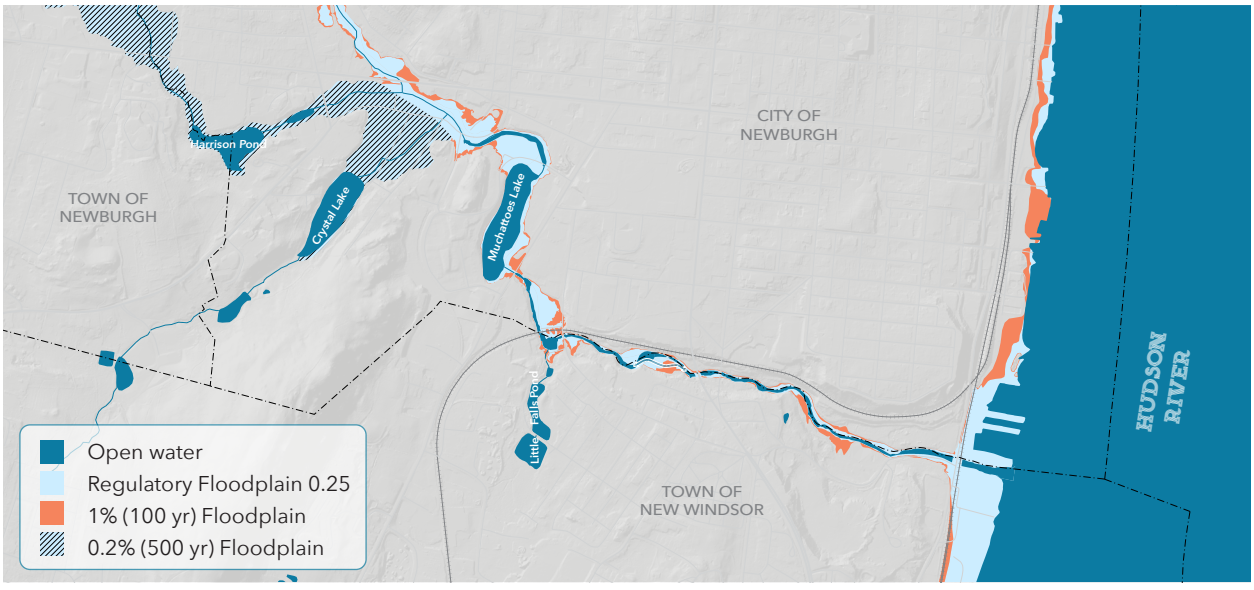

Figure 23. FEMA Flood Zones. Source: FEMA.

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GEOGRAPHIC FEATURES

The Quassaick Creek falls 150 feet in elevation over its last two miles from the confluence with Crystal Lake to its outfall at the Hudson River. The creek has taken form through a combination of glaciation and erosion. Underlying bedrock geology from west to east includes Limestone (OCw), Graywacke (Oag), and Alluvium (Q)/ melange (Otm), with surficial geology predominantly made up of recent glacial till. The resulting steep topography adjacent to certain portions of the creek, while dynamic, has hidden the creek from the view of surrounding neighborhoods and served as a physical and perceptual barrier to access.

In addition to geologic forces, the creek and its floodplain have been further shaped by subsequent human interventions such infilled floodplains, hardened edges, and the construction of bridges and dams for industrial uses.

> The shape of the creek valley shifts dramatically from the outfall at the Hudson River where it cuts through the bedrock geology as a steep gorge, becoming more gentle as it moves inland and opens up at the impoundments of Crystal Lake, Muchattoes Lake, and Little Falls Pond.



Figure 24. Crystal Lake. Source: OLIN.



Figure 26. Quassaick Creek near Diamond Candle Factory. Source: OLIN.

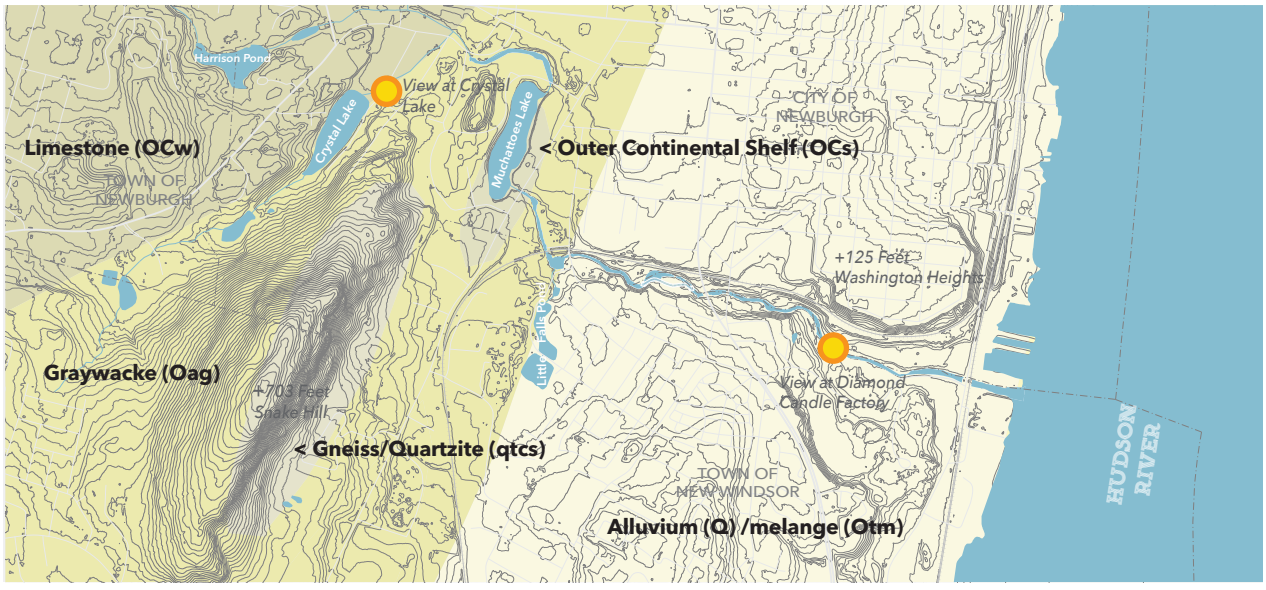

Figure 25. Bedrock Geology overlaid with 10 foot contours. Source: NYS GIS Clearinghouse.

BUILT ENVIRONMENT

Infrastructure Networks

The Quassaick Creek riparian corridor, including swaths of forest, meadow, and wetlands, is a verdant conduit bringing habitats and ecological services into the heart of the City of Newburgh and Town of New Windsor. Crisscrossing the corridor are several bridged roadways. These have the benefit of linking the Greenway into neighborhoods, especially with future improvements for multi-modal travel and safety. However, bridges also may constrict creek flows and trap debris, creating the need for increased maintenance, such as with often-clogged openings at Twin Arch Bridge.

The CSX rail spurs that parallel the creek to the north are infrequently used but continue to pose a challenge to access, as crossing the rail lines would require complex access agreements. The railroad under pass at Walsh Ave provides connection to north and south sides of the Greenway but poses challenges to support multi-modal use due to its narrow width.

Newburgh also maintains several sewer lines along the north side of the creek. Recently, sewer infrastructure has been threatened by erosion and scouring, resulting in a partnership between the City and Riverkeeper in the removal of the Holden Dam and restoration of the creek channel in a way that will protect the utilities. A public access easement was also coupled with a sewer easement further downstream in anticipation of the Greenway, indicating public use easements as a primary tool in securing Greenway access.

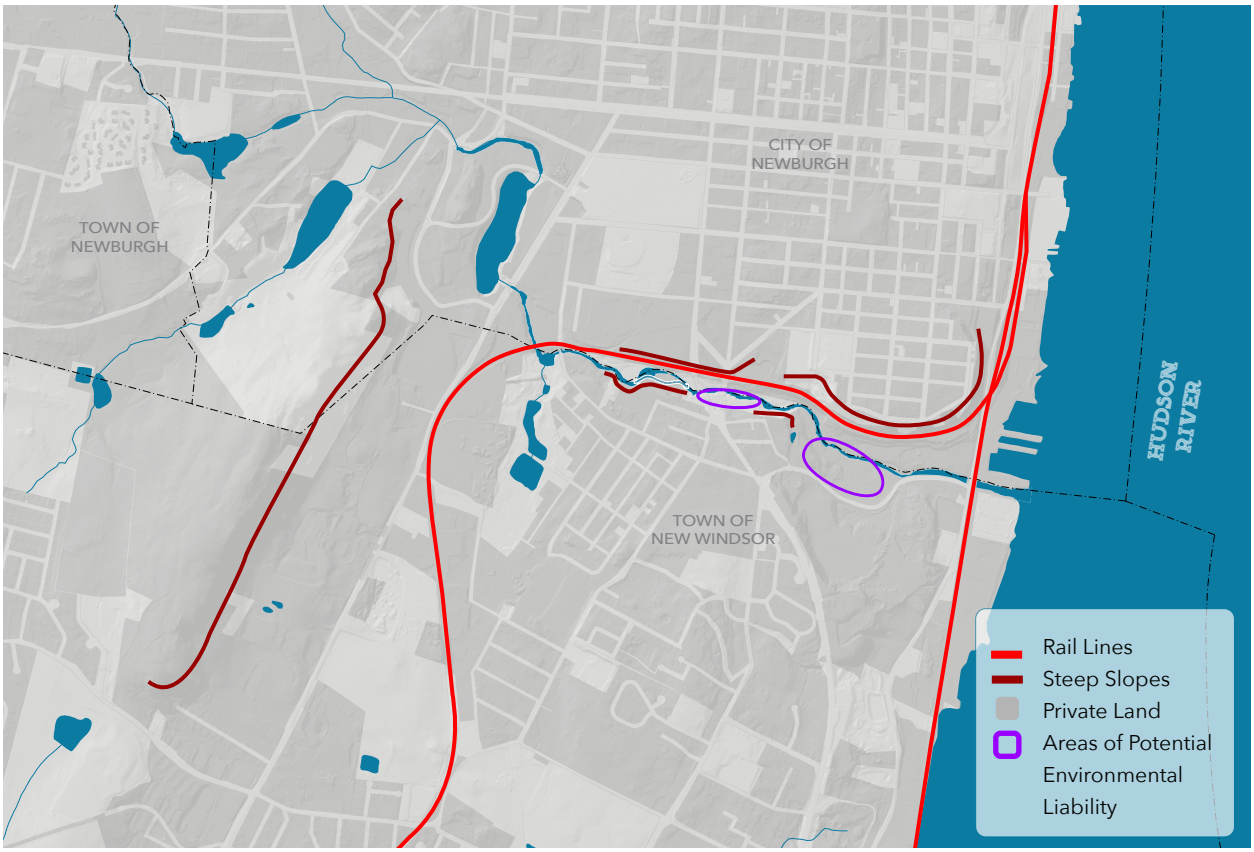

Figure 27. Barriers to creek access: rail lines, steep slopes, and legacy industrial areas with potential environmental liability. Source: OLIN.

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Land Use

Surrounding land is developed with a mix of commercial, industrial, and residential uses. The density of Newburgh is about twice that of the Town of New Windsor.

Ownership of land along the creek corridor consists of a patchwork of private and public parcels, which is one of the biggest challenges to the implementation of a continuous creek-side Greenway. A variety of land control mechanisms will be necessary to link segments together and may include access agreements, access and conservation easements, simple purchase, ownership, and management agreements, all from willing landowners. Agreements and coordination will also be necessary between the City, Town, and County where ideal alignments for the Greenway cross boundaries and often share infrastructure within all three jurisdictions.

In addition to the complexity of land control types, the timelines of settling agreements are likely to vary widely as well. The implementation of the Greenway will be informed by the legal and geopolitical opportunity timelines and landowner interest, in addition to the funding streams and approvals processes that are typical of public development projects.

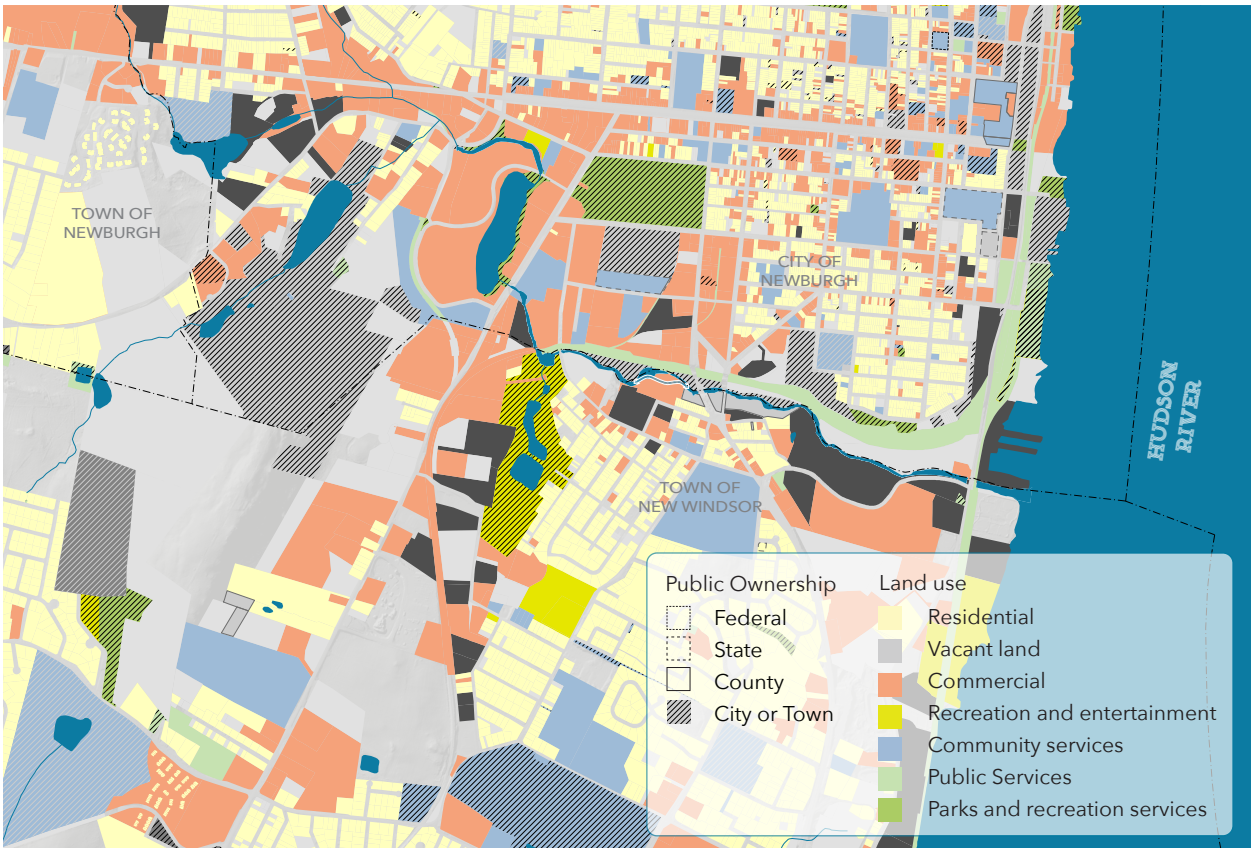

Figure 28. Public Land ownership and land use. Source: NYS GIS Clearinghouse.

ENVIRONMENTAL CONDITIONS

Over a dozen industrial mills and operations were located along the creek in the 19th and 20th century, using the water for power as well as a waste conduit. Industries mainly consisted of textile, paper, and grain mills, as well as tanneries, bleacheries, and iron foundries. Some industrial sites had been adapted from their original uses to other industries. Rail lines along the creek also served industries in the area and beyond.

These former uses have left environmental liabilities and challenging site conditions at some of the most alluring places to visit along the creek. At the same time, remnants of historic uses offer opportunities to learn about Newburgh's industrious past, labor communities, and contributions to our nation's history.

> Today, a few industrial and light industrial facilities remain in the creek corridor. Many others remain vacant with uncertain futures, creating an opportunity to negotiate easements and agreements for Greenway access.

A desktop database review was conducted during the 2023 Feasibility Study, indicating widespread potential for contaminated locations along the creek. Recommendations included conducting Phase 1 and Phase 2 Environmental Site Assessments as individual sites and trail segments are developed.

Due to ongoing land agreement negotiations and the early phases of concept development, this recommendation remains; more focused environmental investigations will be pursued as part of the due diligence for development of each segment.

The historic character, nearby registered historic district, and potential presence of archeological precontact resources will also require coordination with the State Office of Historic Preservation for greenway development permitting.

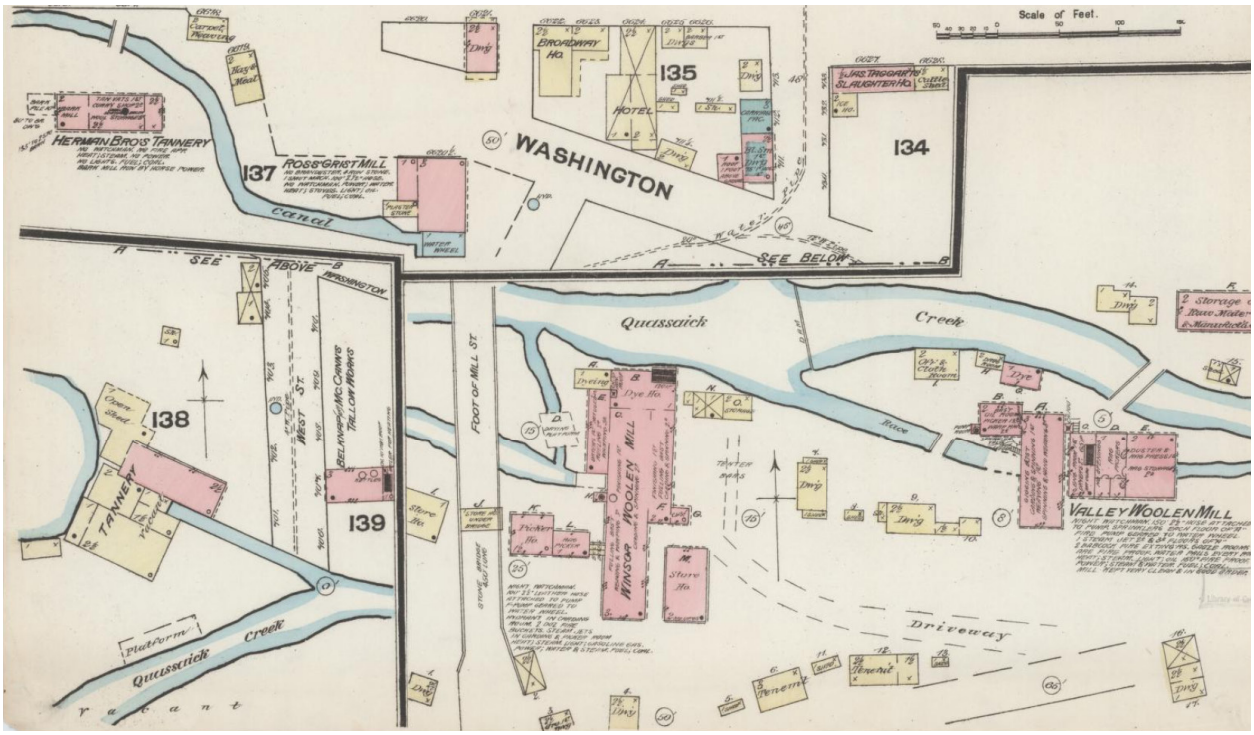

Figure 29. Sanborn Fire Insurance Map showing Valley Woolen Mill at Diamond Candle Factory site, 1884. Source: Library of Congress, https://www.loc.gov/item/sanborn06119_001/.

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Figure 30. Remnants of ongoing and past industrial activities throughout the Quassaick Creek corridor. Source: OLIN.

PUBLIC HEALTH

> Over 30,000 people live within a 1-mile walk of the proposed Quassaick Creek Greenway trail system. Over 5,000 people live within just a 1/4 mile.

Ongoing initiatives seek to restore nature and human connection to the recovering creek corridor. This ever-changing landscape sets the stage for envisioning the Quassaick Creek as a future gem—a corridor weaving through City and Town, accessibly connecting neighborhoods with parks and seamlessly integrating natural beauty with cultural significance.

Greenways and Health

Residents have a keen interest in improvements to natural open spaces for numerous reasons. In urban areas, those with limited access to open space disproportionately suffer from chronic conditions such as asthma, obesity, and heart disease. A health equity report by the New York State Department of Health identifies, for example, that Newburgh residents die prematurely at almost twice the state or county average. Town of New Windsor residents fare better but still die at a slightly higher rate than the state or county average. While natural open spaces will not solve all problems, open space improvements may have an outsized improvement of negative health outcomes if the Greenway brings convenient connectivity and access to residents. The potential benefits align to expressed resident desires: in the Town of New Windsor, over 40% of respondents to a survey conducted as part of a Comprehensive Plan Update in 2021 expressed that sidewalks and pedestrian safety should be a town priority; nearly 50% identified parks and recreation as a desired priority and point of strength for the municipality.

Multiyear projects have grounded greenways in clinically significant benefits, notably the Louisville Green Heart Project, which documented reduced inflammation in residents living near green areas and a 2014 Greenville, South Carolina study identifying that trail users were half as likely to suffer from obesity, a precursor to other chronic inflammation diseases.

Public Space and Unhoused Residents

The Quassaick Creek corridor is a place of last resort for people experiencing homelessness and unmanaged addictions, compromising safety and public health for the individuals and the greater community.

The thorny questions involving this public health and wellbeing crisis are admittedly difficult to address, especially for underresourced cities. Solutions such as improved housing opportunities, active management of park space, and programs to treat addiction and minimize litter from drug use are an ongoing struggle across the country. The short-term solutions require resources for engagement, safety monitoring, and providing resources for those experiencing these struggles.

Research from organizations such as the National Recreation and Park Association (NRPA) and the Centers for Disease Control and Prevention (CDC) show that active stewardship greatly improves greenway safety and social integration. Citizen involvement and a sense of user ownership enhance natural surveillance and discourage misuse, while structured programs such as greenway "ambassadors" or volunteer programming promote safe use, regular maintenance, and community engagement.

Stewardship not only improves safety but also offers touchpoints for linking users, particularly vulnerable populations, to relevant services and resources. For example, in the City of Poughkeepsie, Scenic Hudson and Hudson River Housing are working with cross-sector partners to promote safety and access to public parks facing similar challenges to the lands around the Quassaick Creek. Through hiring and training local stewards to care for public open spaces and support the dynamic needs of people who use them, the Poughkeepsie Park Stewardship Program aims to establish a coordinated, positive community presence to proactively improve use of neighborhood public spaces. Programs inviting families and youth to use the park, connections to local support services, and training in harm reduction techniques are key strategies that may offer valuable lessons to stewardship planning within the Quassaick Creek corridor.

Figure 31. Walkability analysis for the proposed Quassaick Creek Greenway. Source: OLIN, based on data from Scenic Hudson.

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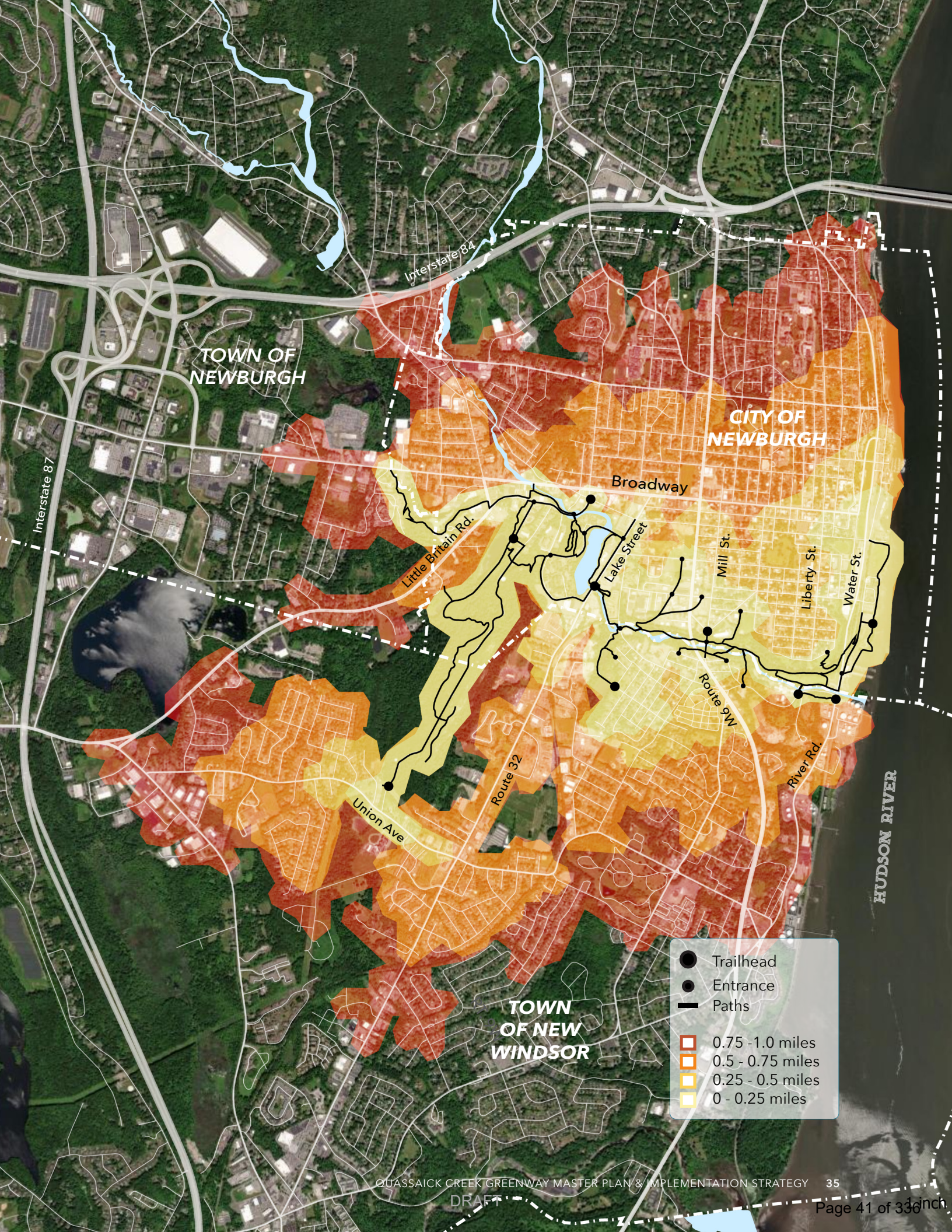
TOWN OF NEWBURGH
CITY OF NEWBURGH
TOWN OF NEW WINDSOR
HUDSON RIVER
Interstate 84
Interstate 87
Broadway
Little Britain Rd.
Lake Street
Mill St.
Liberty St.
Water St.
Route 9W
Route 32
Union Ave
River Rd.
Trailhead
Entrance
Paths
0.75 -1.0 miles
0.5 - 0.75 miles
0.25 - 0.5 miles
0 - 0.25 miles

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Quassaick Creek Greenway Timeline

1800s 2000s

Vale of Avoca

The Quassaick Creek empties into the Hudson River at the Vale of Avoca, a popular walking and picnicking glade.

1900s

1920s - 1940s **Swimming Beaches in Newburgh and New Windsor**

Crystal Lake and the Hudson River were popular recreation destinations for locals and visitors.

1950s - 1970s **Industrialization and Urbanization**

Industrial activity increased. Newburgh's growth and modernization brought infrastructure improvements, which supported economic and population expansion. During this time, waterfronts increasingly became industrial and urban hubs, limiting recreational access as priorities shifted toward supporting the area's economic needs.

1958 **Urban Renewal Projects in Newburgh**

Over 1,100 homes and businesses were demolished, and over 50 acres of neighborhoods were cleared. Residents, including many black residents, were displaced from their homes. While some areas awaited redevelopment, community dynamics shifted, and access to traditional gathering spots diminished.

1990s **Quassaick Creek Coalition Forms**

A group of advocates came together with the goal of developing an estuary preserve in this lower corridor. Ultimately, efforts to create the estuary preserve and trail were thwarted due primarily to issues relating to access through private properties.

2001 **City of Newburgh Local Waterfront Revitalization Program (LWRP)**

New York State Department of State and City of Newburgh established policies for managing the local waterfront revitalization area and proposed land and water uses for the entire waterfront area.

2002 **Quassaick Creek Estuary Preserve & Trail: Master Plan and Interpretive Planning Framework**

Community-led efforts by Quassaick Creek Coalition and City of Newburgh to establish the Quassaick Creek corridor as a linear park and trail.

2004 **Biodiversity Survey and Natural Resources Inventory and Assessment**

A yearlong biodiversity survey for preserving, restoring and improving the natural environment along the Quassaick Creek resulted in J.G. Barbour's report, which delisted Bald Eagle as endangered species.

2007 **Quassaick Creek Trail Feasibility Study**

Preparation of a Phase 1 Trail Feasibility Study by NY-NJ Trail Conference focusing on lower Quassaick Creek gorge between the Hudson River and Mill Street Bridge.

Public Realm Initiatives and Efforts

Environmental Studies and Cleanups

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2013 **Orange County Greenway Compact**

A voluntary regional planning vision developed by Orange County in partnership among with its local communities and the Hudson River Valley Greenway Communities Council.

2014 **Quassaick Creek Watershed Management Plan**

Aimed at heightening public awareness of the Quassaick Creek, the plan authored by the Quassaick Creek Watershed Alliance, Department of State, and Orange County recommends strategies for enhancing the watershed, with a focus on water quality protection.

Newburgh Habitat Summary

Recommendations by New York State Department of Environmental Conservation for habitat restoration in the City of Newburgh.

2015 **Reclaiming Newburgh's Other Waterfront**

A planning primer for the Quassaick Creek Corridor by the Quassaick Creek Watershed Alliance.

2016 **City of Newburgh Hudson River Waterfront Trail**

City of Newburgh creates a Waterfront Trail along the Hudson River, extending from the Newburgh boat launch to the Newburgh Rowing Club.

Orange County Complete Streets Handbook and Funding Toolkit

Resource encouraging recreational activities and improving pedestrian environments throughout Newburgh and Port Jervis.

2018 **Quassaick Creek Eel Counting**

A collective activity to catch, count, and release eels into better habitats, hosted by the Hudson River Eel Project, NYS Department of Conservation, and Hudson River National Estuarine Research Reserve.

2019 **Quassaick Creek Nature Study**

Educational institutions including Columbia's Graduate School of Architecture, Planning and Preservation (GSAPP), in partnership with community organizations, study and engage with the Creek to produce design proposals and recommendations for a recreational corridor.

2020 **Newburgh Bicycle Action Plan**

A study and action plan by Open Space Institute (OSI) and Orange County to connect and enhance bicycle paths.

Strooks Felt Dam Removal

In a landmark effort to restore migratory fish, Riverkeeper and DEC team up to remove dam to renewed spawning habitat on Quassaick Creek in Newburgh.

2021 **Tree Planting, Post Dam Restoration**

Facilitated by Riverkeeper and the Quassaick Creek Alliance, volunteers planted 50 trees as part of ongoing efforts to restore a healthy stream.

2022 **Tree Planting, Rewilding the Creek**

Community collaboration to plant 100 yearling native tree species and remove invasive ones. Organizations involved include Riverkeeper, DEC, and the Quassaick Creek Watershed Alliance.

2023 **The Orange County Bikeway Vision**

A plan to establish a separate, non-motorized transportation system throughout Orange County.

Quassaick Creek Greenway Feasibility Study

Feasibility study by Scenic Hudson with intent to provide clear guidelines for the development of a multi-jurisdictional public greenway.

2024 **Orange County Connector Trails Feasibility Study**

A Comprehensive Plan to create a robust trail system that facilitates walking and bicycling throughout Orange County.

2025 **City of Newburgh Hillside BOA Nomination Study**

Vision and action plan for the Hillside neighborhood's 147 acres of waterfront.

Quassaick Creek Greenway Implementation Strategy & Master Plan

A collaborative process to establish a foundation for aligning community goals with implementation capacity, proposing to advance both, a robust master plan, and an implementable plan.

3 | ECOLOGICAL POTENTIAL



Figure 32. Little Falls Pond. Source: eDesign Dynamics

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A habitat assessment and biodiversity inventory identified opportunities to enhance the creek corridor's ecological health. The following summarizes the ecological assessment and enhancement toolkit. The full inventory and report are included as an appendix.

HABITAT ASSESSMENTS

Hudsonia performed a habitat and biodiversity inventory that identified 12 major habitat types, including several wetland habitats, upland forest, shrublands, meadows, constructed ponds, and developed cultural landscapes. Several species of local concern were identified along with many birds, amphibians, insects, bats, plants, and invasive species.

This site assessment for the Quassaick Creek Greenway Master Plan and Implementation Strategy drew upon Hudsonia's habitat inventory to document existing conditions and identify restoration opportunities. Key habitat categorizations include:

- **Waste Ground & Meadow Areas:** Gravelly clearings, dominated by invasive mugwort, with some native asters and brown-eyed Susan.
- **Forested Areas:** Predominantly invasive species, including Norway maple, black mulberry, Japanese knotweed, and black locust, indicating past disturbances. Overbrowsing by deer further impacts the understory.
- **Higher-Quality Forest Patches:** West of South Lander Street, the tree composition improves, with tuliptree, shagbark hickory, American sycamore, and white oak present.
- **Riparian & Creek Edge Conditions:** Banks vary from stone-filled gabions and armored edges near industrial sites to heavily eroded sections downstream of Muchattoes Dam. Dense Japanese knotweed dominates much of the creekside vegetation.
- **Wetland & Lake Areas:** Muchattoes Lake and constructed ponds contain some native wetland plants, such as swamp rose mallow, arrow arum, and buttonbush, though invasive common reed and cattail dominate pond edges.

Additionally, NYSDEC identifies several regulated wetlands within the study area and the Natural Resource Heritage program notes the presence of rare plants or animals.

Habitat Inventory Legend

- Streams
- Wet Meadow
- Hardwood & Shrub Swamp
- Intermittent Woodland Pool
- Marsh
- Stream
- Tidal Tributary Mouth
- Constructed Pond
- Gravely-Sandy Shore
- Rocky Barren
- Upland Hardwood Forest
- Upland Meadow
- Upland Shrubland
- Cultural
- Developed
- Waste Ground
- NYSDEC Wetlands

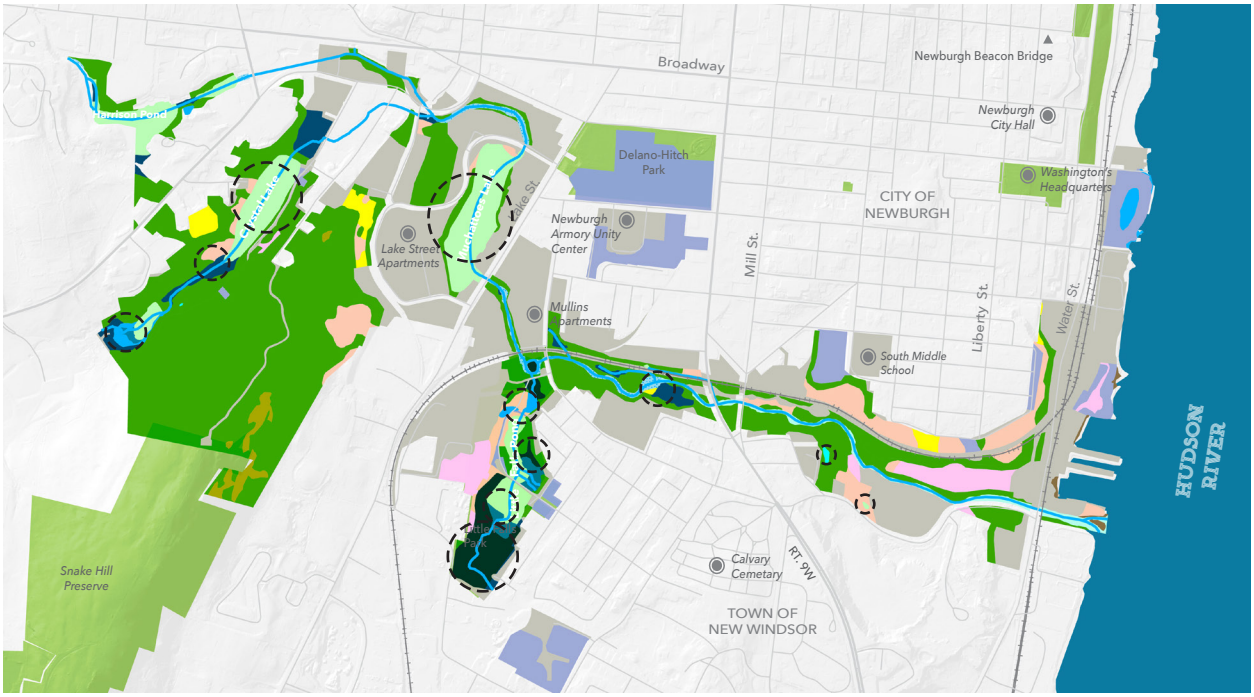

Figure 33. Habitat Inventory. Source: Hudsonia.
Wetland locations from NYSDEC Environmental Resource mapper https://gisservices.dec.ny.gov/gis/erm/

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Packed into one small stretch, the ecological opportunity of the Quassaick Creek Greenway will bring an abundant and rich tapestry of ecological treasures within reach of local residents. Most of the "significant habitat types" as described by the DEC Wildlife and Habitat Conservation Framework can be found within the relatively small footprint of the Quassaick Creek site. These habitats include coastal habitats, tributaries and riparian habitats, wetlands, and unfragmented forest and habitat corridors.

Existing Restoration/Preservation Initiatives

The goals for the ecology and hydrology of the Quassaick Creek are positioned to directly contribute to many regional, state-wide, and federal initiatives focused on water quality, biodiversity, resilient communities, and environmental justice. Two such initiatives are particularly relevant to the Quassaick Creek Greenway: the ***Hudson River Estuary Program*** developed by NYDEC and the ***Hudson River Comprehensive Restoration Plan*** (Hudson River CRP). These programs may provide technical resources and funding for future efforts.



Figure 37. Greater yellowlegs. Source: Shutterstock.



Figure 38. Blue bunting. Source: Shutterstock.



Figure 36. Dutchman's breeches. Source: Shutterstock.



Figure 35. Indiana bat. Source: USFWS.









Figure 34. Images of various habitat along the creek. Source: OLIN.

RESTORATION STRATEGIES

Restoration strategies for the Quassaick Creek Greenway consider the unique opportunities and challenges of a corridor linked by hydrology and habitat types, but divided by property ownership, political boundaries, and infrastructure. The implementation of a restoration plan in such conditions focuses on incremental, project-specific and targeted strategies rather than a singular approach.

Project-specific ecological designs and corridor-wide targeted interventions should:

1 | FOCUS ON FUNCTION: Focus restoration efforts on ecological function and value, rather than restoring to a particular moment in time.

2 | PRESERVE FIRST: Delineate and preserve high value habitats, then invest in restoring lower value habitats.

3 | GUILDS NOT SPECIES: Target habitat preservation and enhancements for guilds of species rather than a single species.

4 | BE PRAGMATIC: Operate with pragmatism, over ideology, to ensure alignment with capital budgets, management capacity, and ultimate success of projects.

Impacts From Climate Change

Temperatures and sea level are predicted to rise more drastically in the Hudson Valley region than most of the United States and other parts of the world. These warmer temperatures and expanding water bodies are expected to have a dramatic effect on biodiversity, in both terrestrial and water habitats. Additionally, vector-born diseases transmitted by ticks, mosquitoes and fleas are expected to increase in range as well as seasonal periods of risk through the year.

In Orange County in particular, increased intensity of rainfall and storms coupled with more periods of drought pose concerns for water quality and pollution, as well as the stability of wetlands, streambanks, and other habitats. Invasive pest species are expected to increase while habitats that support rare and endangered species will become more vulnerable to damage and loss. Additionally, several wastewater treatment systems in Orange County are within the current 500-year floodplain. An increase in the frequency of severe storms and intense precipitation events will likely result in increased discharges of untreated sewage and stormwater, to the detriment of water quality.

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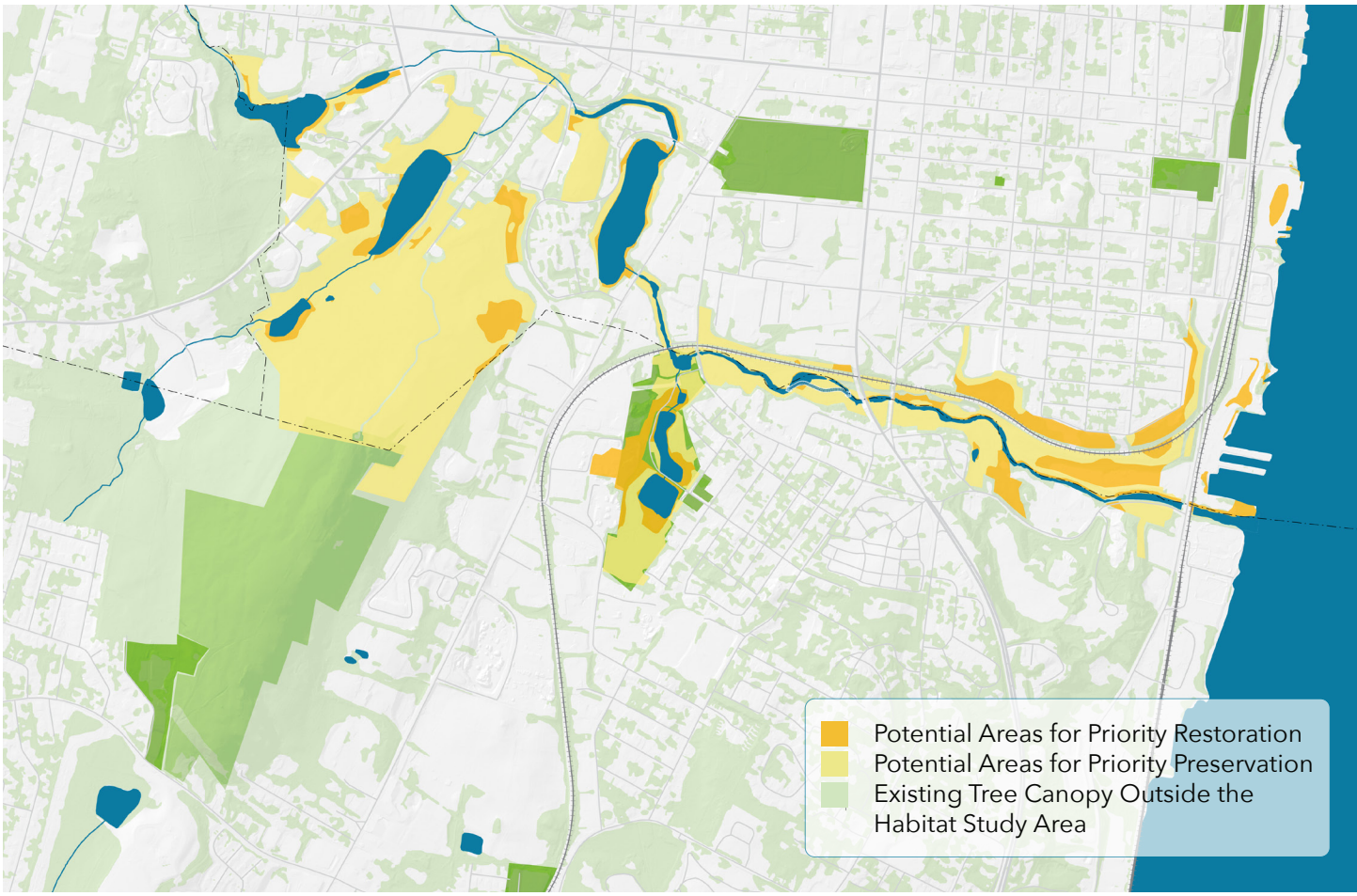

Figure 39. Preservation and Restoration Opportunities. Source: OLIN, Hudsonia.

While these riparian corridors and habitats are under threat from climate change, protecting and enhancing them are also ever more important to the health of our communities.

- **The biomass of plants and shade of trees help cool urban environments, improve water quality, and improve air quality by capturing particulates and reducing heat-causing ozone.**
- **Access to natural recreation areas are shown to improve health outcomes such as reduction of obesity, heart health, improved asthma rates, mental health, and general sense of wellbeing.**
- **Common recreation spaces bolsters community social resilience and cohesion.**

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ECOLOGICAL ENHANCEMENT APPROACH

The repeated typologies and conditions throughout the corridor suggest a toolkit restoration approach with various interventions to enhance the Quassaick Creek and its adjacent lands, targeting habitat enhancement and improved site access. Hudsonia's report also suggests many small-scale management approaches to preserve and enhance habitat quality and function of the creek while creating Greenway access. Together, the recommendations are classified into a two-part toolkit that can be applied depending on the level of investment, intervention, and capacity at each location and in alignment with the site-specific opportunity.

> There are two main ways to strengthen the ecology of the creek: 1) Using low-impact management over time while protecting important habitat areas from development, and 2) Investing in bigger restoration projects that improve habitat.

MANAGEMENT TOOLS

1 | Remove Invasive Plants

Use mechanical (such as repeated mowing during growing season) and/or other means of non-chemical treatment to remove and manage spread of invasive species.

2 | Mowing Schedule

Mow annually or biennially to maintain existing wet meadow areas.

3 | Maintain Buffers

Work with landowners to preserve select unmowed areas around Little Falls Pond.

4 | Woody Debris/Snags

Preserve snags within the streambed as habitat for animals and their food organisms, and preserve large downed trees or logs where possible to promote nutrient enrichment of soil.

ENHANCEMENT TOOLS

5 | Plant Native Plants

Preserve native vegetation, remove invasive exotics, and plant more diverse native species in their place.

6 | Create Creek Habitat

Strategically placed structures enhance fluvial geomorphology without needing to change the boundaries of the creek itself.

- Thalweg: a deeper, meandering channel that runs along the creek bottom, promoting habitat for fish during drier periods and reducing sediment erosion with the appropriate placement of boulders along the thalweg.
- Pools: deeper pockets maintained through a scouring pattern that are advantageous to fish and other aquatic life.
- Riffles: turbulent waters created by a stony uneven creek bed that oxygenates the water.

7 | Reconnect Floodplains

Where room exists, reconnecting a floodplain to the creek can improve the stream's hydrology, enhance adjacent habitats, and mitigate flooding.

8 | Connect Disconnected Habitats

Support habitat connectivity and wildlife transience between adjacent marshes and between swamp and adjacent uplands and wetlands. Where applicable, plant/seed native woodland understory species.

9 | Flood Mitigation / Stormwater Storage

Increase storage capacity to reduce flash flooding and improve creek water quality. Bank stabilization may also be necessary where outfalls discharge into the stream corridor.

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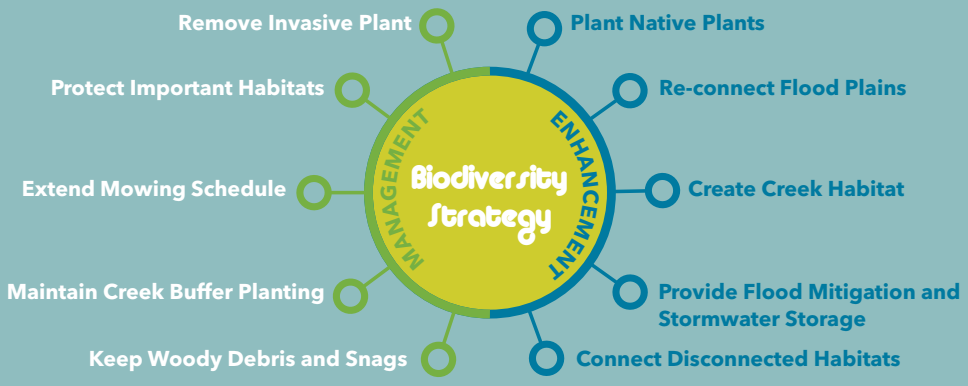



Figure 40. Native species planting. Source: eDesign Dynamics.



Figure 41. Notch weir flood control. Source: eDesign Dynamics.



Figure 42. In-creek habitat enhancement - pools and riffles. Source: eDesign Dynamics.



Figure 43. In-creek habitat enhancement - J-hook. Source: eDesign Dynamics.



Figure 44. Reconnected floodplain. Source: eDesign Dynamics.

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FURTHER INVESTIGATIONS

Coordinating Designs

As projects are developed further, more detailed assessments and synthesis with designs should be undertaken to avoid disturbance of areas designated for preservation as follows:

- **Design to minimize direct disturbance**: Clearly designate areas for preservation and review trail alignment and associated elements along with construction staging to avoid disturbance.

- **Design with foundations of ecology:** Avoid disturbance of preservation areas' specific soil, hydrology, and light regimes (especially if clearing tall trees or structures).

- **Design to minimize sediment loading from construction activities:** Maintain buffers and vegetation where possible and employ erosion and sediment control measures such as sediment fencing, grading, straw cover, and overseeding.

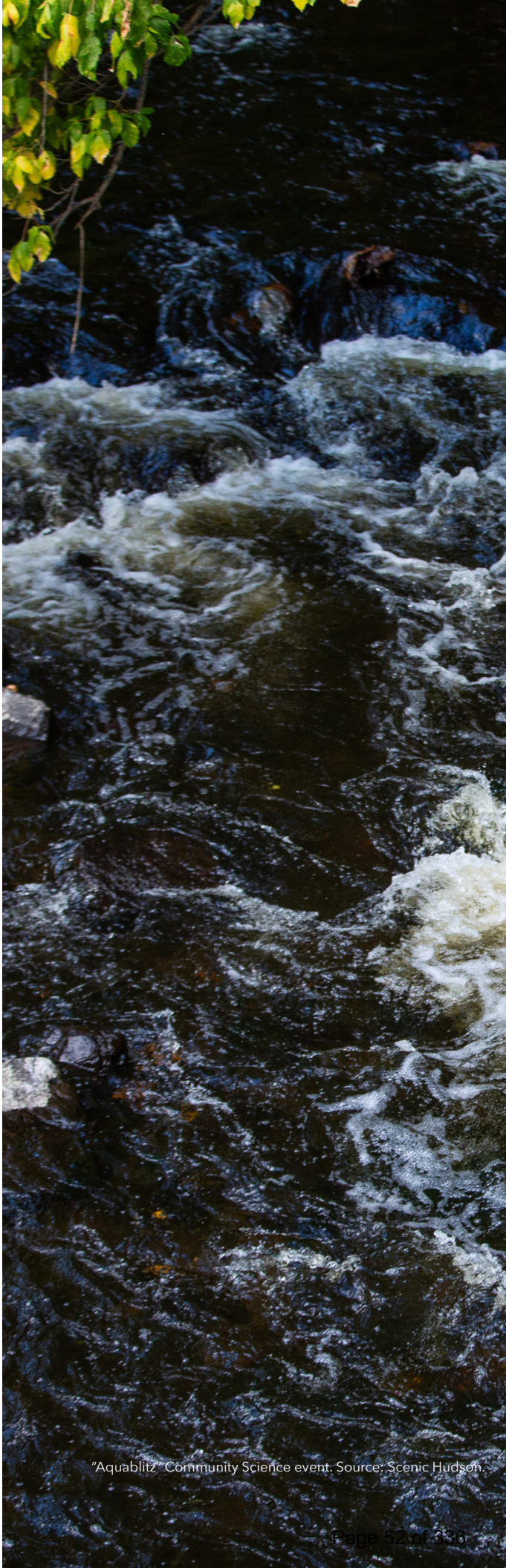
- **Determine impacts to species sensitive to human activities within specific preservation areas**: Avoid areas with sensitive species as much as possible; ranges and characteristics of species sensitivity and it will be important to understand the particular needs of each species identified.

Site Habitat Value / Floristic Quality Assessment (FQA)

An FQA may also be conducted for each preservation area or project area to gain additional information on specific values of plants within a habitat. This assessment provides a detailed value to be used as a decision making tool for determining the best level of restoration investment aligned with both budget capacity and likelihood of success. This was not conducted on the corridor as a whole given the uncertainty of restoration timelines; it will be more useful to conduct as opportunities and investments are aligned at specific sites.

Coordinating with Dam Removals

Riverkeeper is advocating for removing several dams along the Quassaick Creek to improve habitat, safety, and water quality. Removal of two dams, the Holden dam and the Walsh Avenue dam, are underway or in planning. These projects are ideal for leveraging momentum to integrate community access and should be considered as future greenway planning proceeds.



"Aquablitz" Community Science event. Source: Scenic Hudson.

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4 | COMMUNITY ENGAGEMENT



Figure 46. Creekfest. Source: OLIN.

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Continued collaboration with stakeholders, local government, property owners, and community groups is critical to the realization of the Quassaick Creek Greenway. The following summarizes the engagement process and outcomes; a full summary of engagement meetings is included as an appendix.

Engagement Goals

The Master Plan and Implementation Strategy refines the Greenway trail alignment and advances a Catalyst Project through more directed dialogues with the Steering Committee, local government representatives, and key private property owners, along with community-wide engagement sessions.

The following goals guided consultation and engagement with all concerned individuals and groups:

1 | Raise Awareness

Develop broad public awareness about the Quassaick Creek and its potential and benefits.

2 | Refine the Plan

Review and refine the body of shared knowledge developed during the feasibility study with the larger community. Develop and further refine access and programming opportunities for the Greenway.

3 | Identify Catalyst Projects

Understand which areas of the creek corridor are most relevant to community life and desirable for access in the near term. Work with community groups to evaluate which sites would have the broadest stewardship support.

4 | Cultivate Partners

Work with stakeholders to identify implementation partners and cultivate broad community and local agency ownership.

5 | Agency Support

Engage in working sessions with local agencies to facilitate upland and cross jurisdictional connections.



6 | Local Culture

Learn, acknowledge, and reflect the cultures and histories of the people and places in the plan-making process.

7 | Language Justice

Provide all materials in Spanish and English and include interpretors and language justice experts at in-person events to facilitate inclusive engagement for the Spanish speaking population in the Newburgh region (approximately 43% of Newburgh residents, 19% of New Windsor residents, and 17% of Orange County residents speak Spanish at home, according to the US Census Bureau 2023 5-yr American Community Survey).

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Figure 47. Mapping exercise to identify opportunities and challenges to implementing the Greenway along the creek. Source: MUD Workshop.

ENGAGEMENT PARTICIPANTS

There is a longstanding network of organizations, community members, and government agencies that have been working on improvements to the Quassaick Creek and greenways in the region. The Quassaick Creek Greenway Steering Committee represents a cross section of these groups and have served in various capacities on related initiatives and studies.

Alongside many community members, the following entities were thought partners throughout the development of this plan:

Government Agencies and Representatives	Community and Not-for-Profit Organizations	
Orange County	Quassaick Creek Watershed Alliance	Ecological Citizen's Project
City of Newburgh	Newburgh Wants A Park Campaign	Outdoor Promise
Town of New Windsor	Sanctuary Healing Garden	Greater Newburgh Parks Conservancy
Newburgh Housing Authority	Newburgh Waterways Center	Newburgh Clean Water Project
Newburgh Clean Water Project	Riverkeeper	Boys & Girls Club of Newburgh
	Orange County Land Trust	Environmental Justice Fellows
	NY-NJ Trail Conference	Newburgh Brewing
	Scenic Hudson	Private Property Owners
	Newburgh Armory	

ENGAGEMENT PROCESS

Engagement for the Master Plan and Implementation Strategy was organized into three main phases to align with project development: Feasibility Study Refinement and Site Evaluation; Master Plan and Design Development; and Implementation Strategy. Engagement included regular presentations to the Steering Committee for continued updates and feedback, as well as numerous one-on-one conversations with key government representatives from the City of Newburgh, the Town of New Windsor, and Orange County, along with other stakeholders.

In addition to in-person and virtual meetings, two handouts and stickers were developed to distribute information more widely to community members. The first handout focused on raising awareness of the creek and benefits of a greenway, while the second handout focused on informing the public about the implementation strategy and next steps. Handouts were used as both vehicles to advertise public events as well as longer-term informational materials. Stickers highlighted local animal species that are found within the creek to raise awareness of the biodiversity and ecological potential of the corridor.



Figure 48. Community engagement materials: handouts and stickers to build awareness of the Quassaick Creek Greenway. Source: OLIN.

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ENGAGEMENT TIMELINE

2024

Project Kick-off — S — MAY
Review of Feasibility Study and criteria for catalyst site selection

Walk the Creek Dialogues — P — JUNE
Identification of priority sites, key opportunities and challenges, and existing community plans and initiatives

P — JULY

P

Catalyst Site Evaluation and Ecological Analysis Update — S
Assessment of site evaluation matrix and discussion strategies for engaging project champions

Creek Fest — P — SEPT
Interactive platform for community members to connect with the Quassaick Creek's ecology and recreational potential

Champion Mapping — S
Evaluation of stakeholder implementation capacity and project alignment for potential catalyst sites

1-on-1 Stakeholder Conversations — 1:1 — OCT
Focused dialogues to identify synergies with representatives from the City of Newburgh, the Town of New Windsor, Orange County, Quassaick Creek Watershed Alliance, Newburgh Wants a Park, Riverkeeper, and Outdoor Promise

1:1

1:1 — NOV

1:1

2025

Plan Review — S — JAN
Review of final trail alignment, ecological assessment and toolkits, and catalyst/opportunity sites

Public Forum — P — MARCH
Celebration and information session on envisioned network of trails, parks, and natural area along the Quassaick Creek

S **Steering Committee Meeting**

P **Public Event**

1:1 **1-on-1 Stakeholder Conversation**



Figure 49. Photos of engagement activities. Source: OLIN / MUD Workshop.

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ENGAGEMENT FINDINGS

Key findings from the engagement process include critical decision-making factors and shared values for the Quassaick Creek Greenway. The following takeaways focus on Greenway priorities, the planning process, and more extensively considerations in the identification of a Catalyst Project.

Planning Process Priorities

- Engagement activities should "meet people where they are." Couple community outreach events with other regular community programming.
- Develop bilingual project-specific educational materials in print and digital formats.
- Format steering committee meetings as working sessions that allow the project team to develop a realistic implementation pathway based on available resources and existing / potential partnerships.

Greenway Priorities

- Consider environmental education and community science as an important programmatic and research aspect throughout the future Greenway.
- Balance economic benefits with inclusive access for all residents.

Catalyst Project Selection Considerations

- Site control should be treated as one of the most critical parameters.
- Municipally-owned lands within the City of Newburgh at Snake Hill and surrounding Crystal Lake are currently under investigation by the City to resolve encroachments.
- Connecting to the Hudson River and waterfront trail, the lower Quassaick Creek area offers scenic views, parking, and flat terrain but faces site control and access challenges.
- Crystal Lake offers strong regional connectivity. Its historic use as a beach and existing programming (Sanctuary Healing Garden) are precedents to the site's community programming potential. Several community-based organizations are active in this area. It can also be a more formalized connection to the regionally significant Snake Hill Preserve. Steep terrain in the surrounding area is challenging to an accessible Greenway connection.
- Diamond Candle Factory is centrally located and may be accessed by existing bridges and roads from both Newburgh and New Windsor, thus offers more equitable access as a main Greenway hub. Public ownership, an existing bridge connecting bank to bank, and dam removal projects support its viability, though environmental liabilities require significant cleanup. Orange County has already received funding and conducted environmental investigations on the site and is receptive to further advancing the project.
- Schleiermacher Park could serve as an entry point to the future Quassaick Creek Greenway. Located near Broadway in a walkable, flat area, and close to Lake Street and Mullins Apartments, this site links residential areas to the creek and supports community-centered development. Future changes from dam removal and its role as both an ecological and community asset suggest its suitability as a later-phase project rather than an initial catalyst.
- Muchattoes Lake is frequented by community members, though residents highlighted accessibility and maintenance needs. Riverkeeper is engaged in alternative visions for Muchattoes Lake that need to be coordinated with the City of Newburgh before planning for Greenway development here.
- Little Falls Park offers opportunities for ecological enhancement and permanent protection in an existing open space area of the Town of New Windsor along the creek. The Town's Park and Recreation Master Plan was in process during the Quassaick Creek Greenway Master Plan study. Alignment of the two plans offers great potential for both the development of this segment of the Greenway as well as expanding access and stewardship to recreation within the Town of New Windsor's parks system.
- Collaborative efforts with stakeholders including private landowners and coordinated planning are essential to enhance connectivity and create an inclusive, cohesive vision for the community.

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Shared Community Vision and Aspirations



Figure 50. Overlooking the Hudson River from Snake Hill. Source: Scenic Hudson.

- **Integrate the Quassaick Creek Greenway with the regional trail network.**
- **Enjoy easy access to nature in places like Snake Hill Preserve, Crystal Lake, Little Falls Park, and the Hudson River.**
- **Provide programming that promotes physical health, community cohesion, and mental health.**



Figure 51. "Aquablitz" Community Science Event. Source: Scenic Hudson.

- **Walk, bike, and hike for recreation.**
- **Spend time in nature and near water.**
- **Improve local connectivity by providing access points in neighborhoods and improving streetscapes that link destinations.**



Figure 52. "Aquablitz" Community Science Event. Source: Scenic Hudson.

- **Conserve habitat and biodiversity.**
- **Provide opportunities for environmental education and stewardship.**

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A Closer Look: Champion Mapping

With the goal of implementing a Catalyst Project, partnerships and champions are critical for discrete capital projects and funding efforts. The work session paired key stakeholders with priority projects along the Greenway.

Process

Participants represented local organizations including the City of Newburgh, Town of New Windsor, Orange County, Orange County Land Trust, NY-NJ Trail Conference, Outdoor Promise, Quassaick Creek Watershed Alliance, Newburgh Wants a Park, and Riverkeeper. Each participant received a deck of cards describing improvements associated with the potential project sites, as well as feasibility considerations including land control and geophysical features.

Key questions sought to identify alignments between projects and participants with respect to organizational goals and capacity for project facilitation.

WORKSHOP QUESTIONS:

Implementation Capacity

- Do you have / can you facilitate / are you willing to take land control needed for the project?
- Do you have / are you willing to apply and manage funds needed begin implementation?
- Are you able to dedicate your time or staff time to coordinate the project?

Project Alignment

- Does the project align with your organization's goals and mission and / or with your Strategic Plan?
- Will the project have a positive affect to your public image?
- Is there political willingness to take on the project at this time?



Figure 53. Champion mapping exercise: Catalyst Project Opportunity Cards. Source: OLIN / MUD Workshop.

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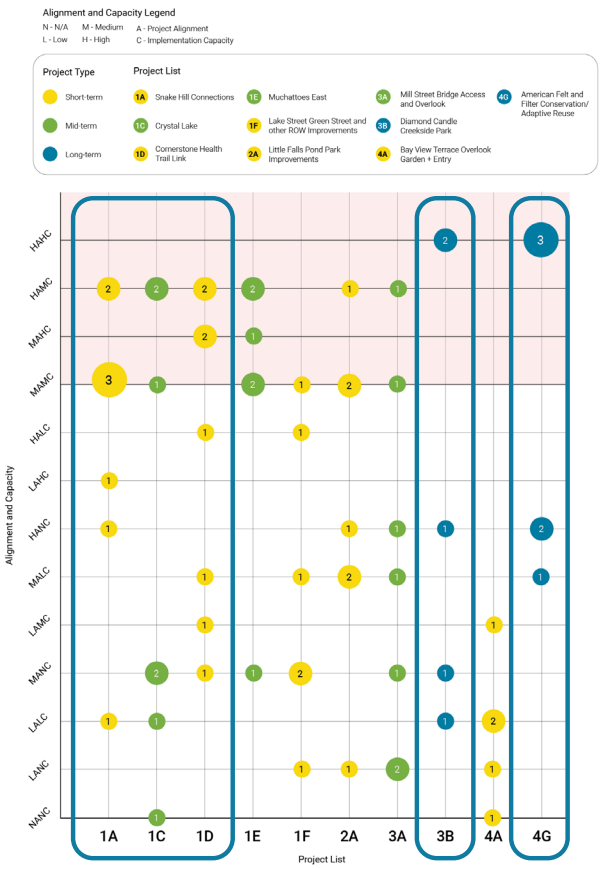

Figure 54. Champion Mapping project priority analysis. Source: MUD Workshop.



Figure 55. Champion Mapping interactive exercise to prioritize potential projects. Source: OLIN.

Sites with the strongest alignment with organizational goals, readiness for implementation, and potential for impactful community-centered development included the Lower Gorge Trails, Snake Hill Connections, Muchattoes Lake, and Lake Street Health Link.

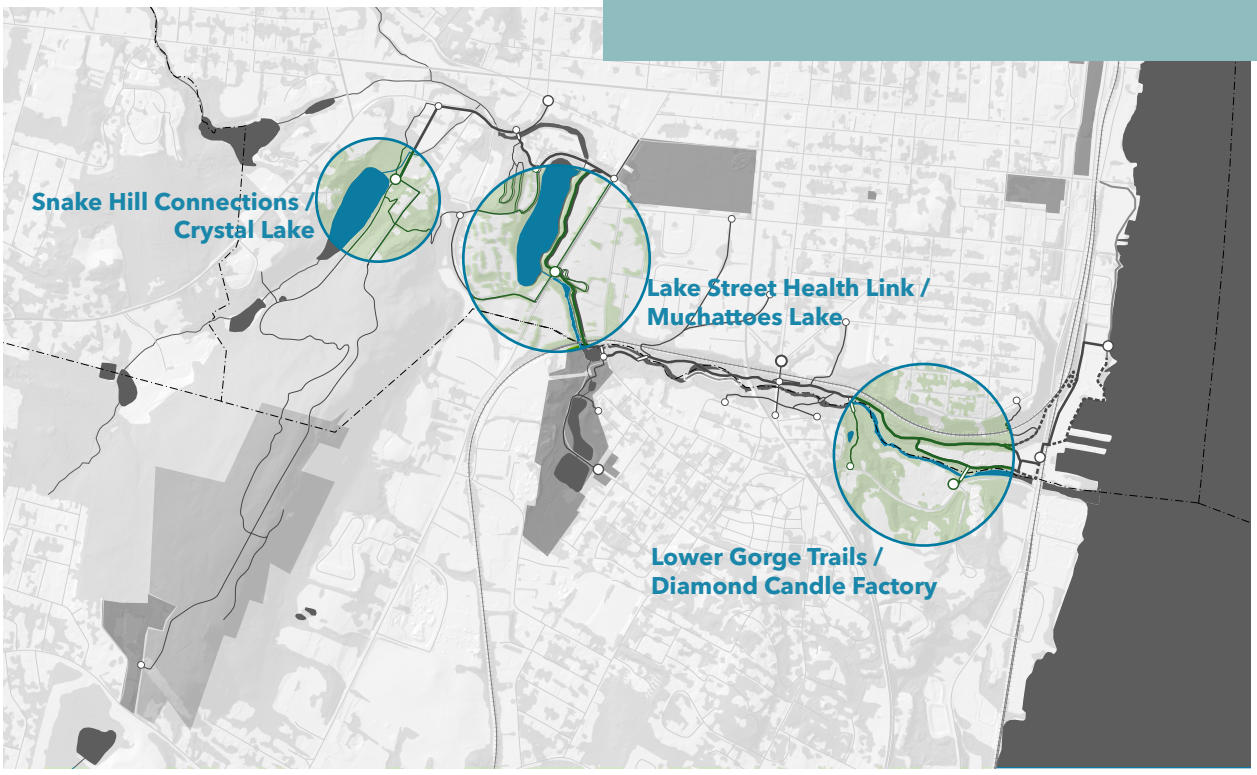

Figure 56. Champion Mapping project priority areas. Source: OLIN.

A Closer Look: Creek Fest

Creek Fest revealed a strong community interest in environmental activities, such as birdwatching and ecological education, as well as historical storytelling. Connecting these interests with the proper infrastructure is essential for fostering greater public engagement in the final implementation of the Quassaick Creek Greenway.

COMMUNITY FEEDBACK

1 | There is interest in nature related activities and historical narratives, but better infrastructure and walkways are required to facilitate access.

2 | The Hudson River trail offers scenic views but lacks a dedicated bike path, which is a significant need.

3 | Across multiple areas, there is a need for improved infrastructure, including parking, bike paths, and clearer access routes.

4 | Bus and public transportation are unpopular; people prefer personal vehicles for better reliability, convenience, and flexibility.

A table was set up for participants to review focus area maps and provide input on the benefits and programming they envision for each site, fostering collaboration and valuable feedback.

A 12-foot interactive map was also displayed, highlighting access points, key focus areas, popular destinations, and potential Catalyst Projects. Attendees could mark areas they frequented with orange dots, places they liked to visit with pink dots, and their preferred access routes with yellow dots, while also leaving suggestions or concerns on sticky notes.

Additionally, large poster-sized photos of creek focus areas facilitated discussion and provided photo opportunities. Attendees could visualize their ideal creek experiences by adding cutouts of local flora, fauna, and programming elements, with a dedicated coloring area for children.

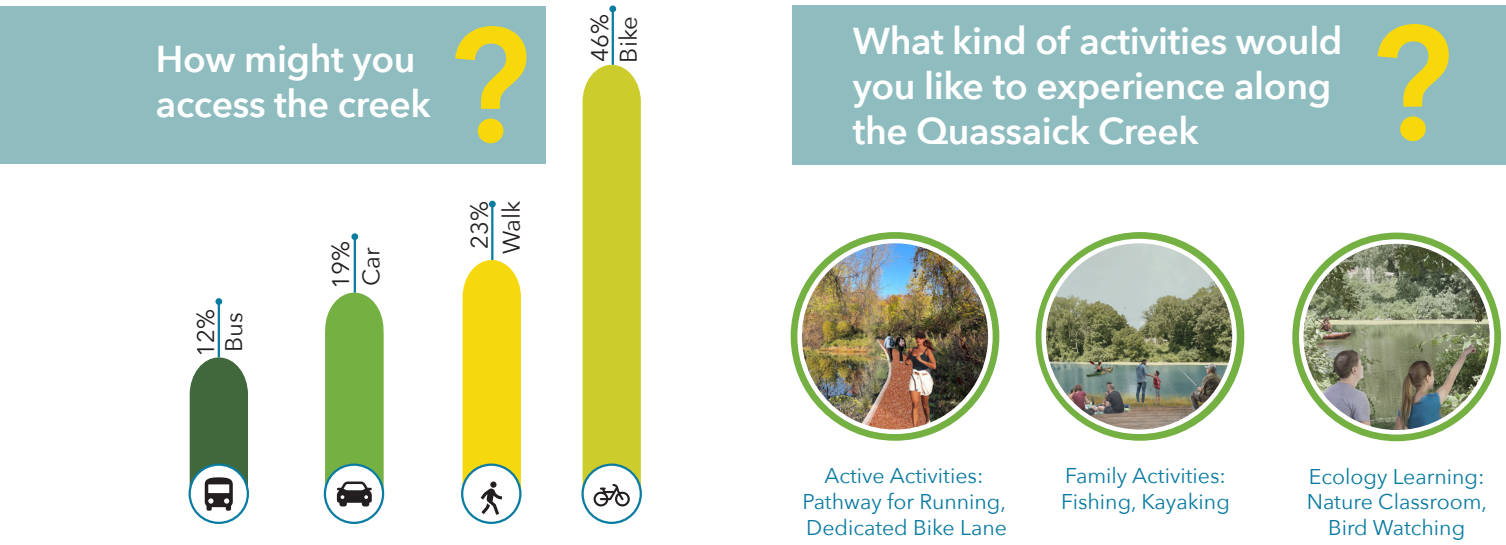

Figure 57. Community input on access and programming of the Greenway. Source: MUD Workshop.

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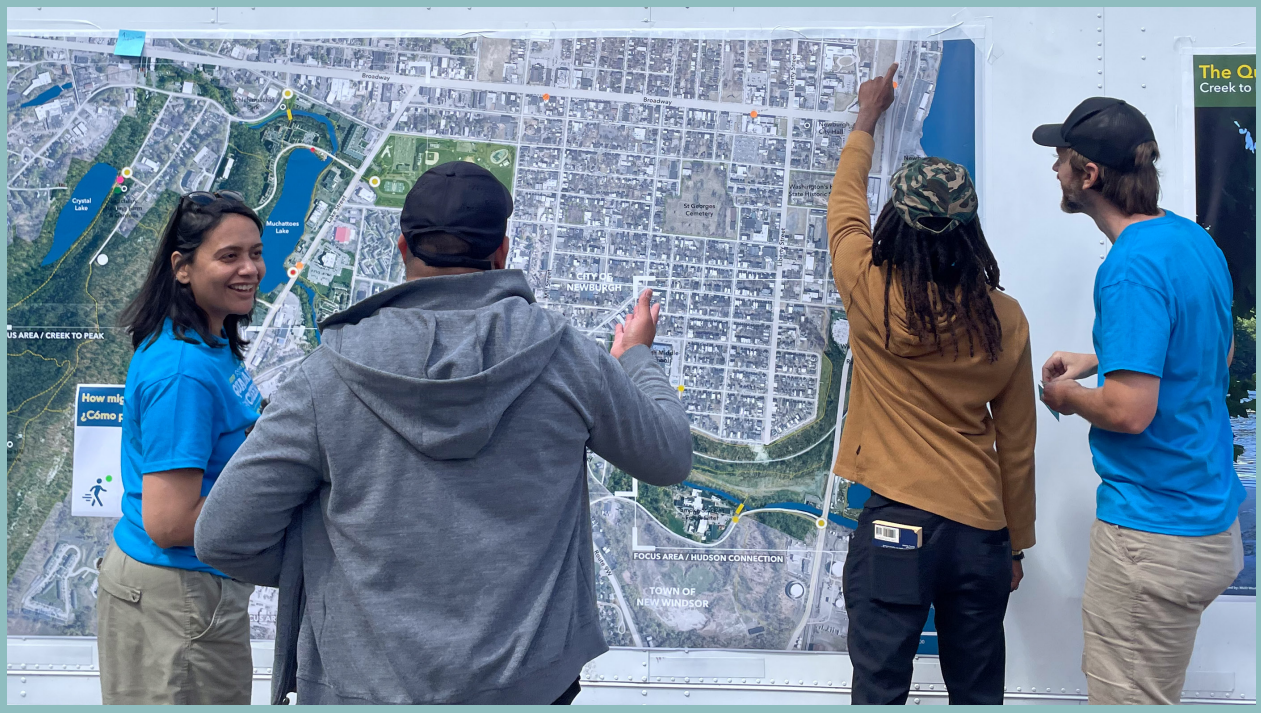

Figure 59. A large-format map oriented participants to the creek corridor. Source: OLIN.





Figure 58. Activities for kids included coloring animal cut-outs. Source: OLIN.

4 | MASTER PLAN AND IMPLEMENTATION STRATEGY

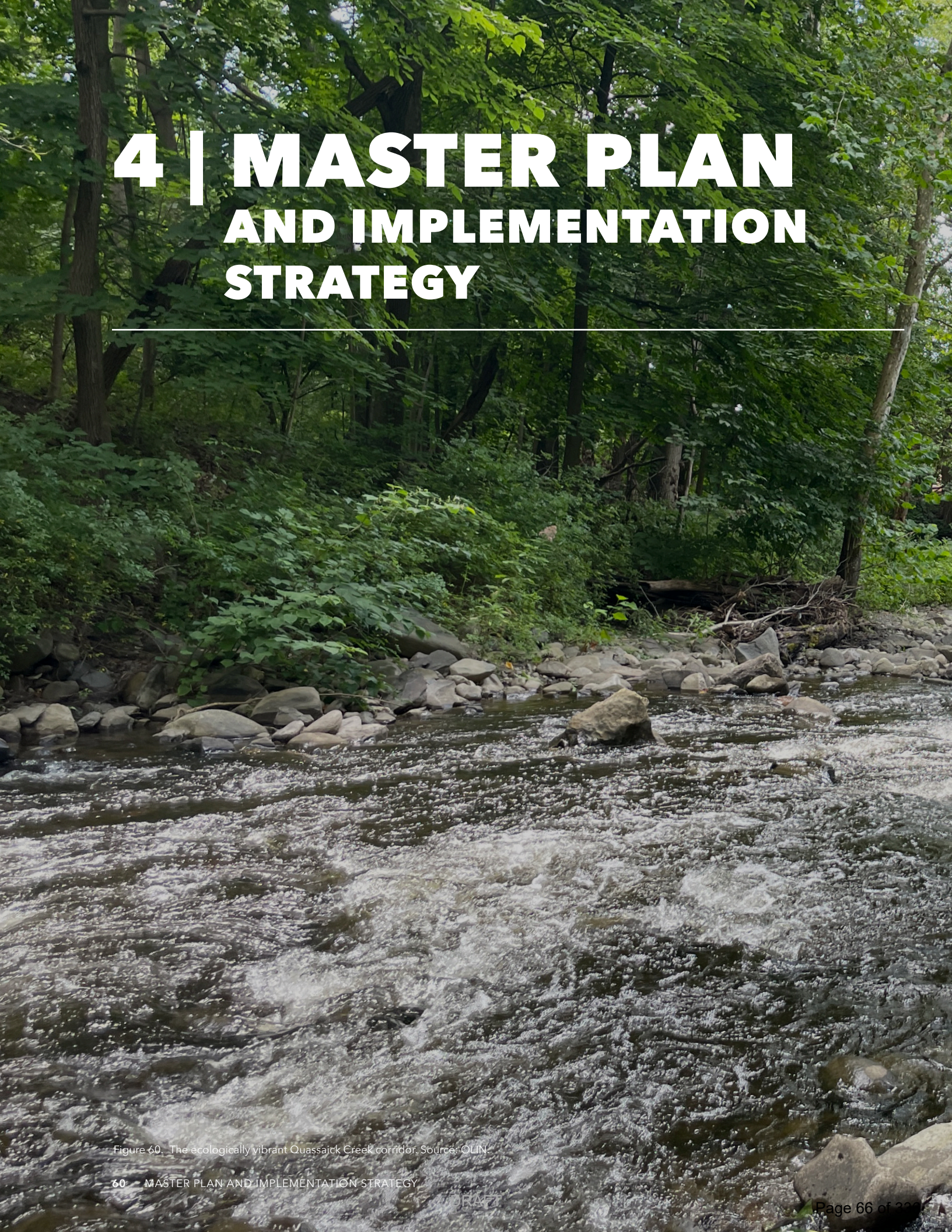

Figure 60. The ecologically vibrant Quassaick Creek corridor. Source: OLIN.

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The Master Plan and Implementation Strategy refines the Quassaick Creek Greenway trail alignment, evaluates the implementation opportunities and challenges, identifies a Catalyst Project and other near-term actions, and further cultivates partnerships and stewards of Greenway segments and trailheads.

GREENWAY ALIGNMENT AND ACCESS

The ultimate goal of the Greenway alignment is to provide a continuous trail along the Quassaick Creek with equitable and effective access and activation points for the communities of Newburgh and New Windsor.

To accomplish this, the implementation strategy builds upon the criteria and guidelines from the Feasibility Study while addressing ongoing challenges related to topography, property ownership, infrastructure conflicts, and site conditions. Refinements for implementation simplified the trail alignment, reducing redundancy and relying more on existing or modified cross-creek connections to create a continuous link, while maintaining numerous access points.

The following priorities informed a revised trail alignment for the Master Plan and Implementation Strategy:

FEASIBILITY STUDY TRAIL ALIGNMENT GOALS AND CRITERIA

Path Evaluation Criteria

- Ability to gain property owner permission, minimize property acquisition
- Ability to increase visual and physical access to the Quassaick Creek
- Ability to connect community members to the Greenway network in an equitable fashion
- Ability to mitigate environmental impacts and restore habitat
- Ability to simplify construction and maintenance access
- Ability to reduce overall cost
- Ability to use existing infrastructure or paths
- Ability to connect with historical and cultural assets

Path Alignment Goals

- Create a continuous shared-use path from the Hudson River to Crystal Lake
- Provide multiple places to access the Greenway, connecting as many neighborhoods and communities as possible, with particular attention to environmental justice communities
- Make the creek more visible and accessible, as many people do not know the creek exists, nor have they been able to physically access it
- Connect to community assets such as schools, business corridors, and parks
- Make the path useful by creating links north and south in addition to along the length of the creek

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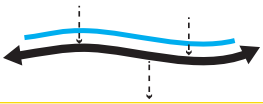
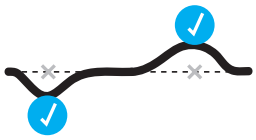
IMPLEMENTATION STRATEGY: TRAIL ALIGNMENT REFINEMENTS

Strategy	Benefit	Challenges
Focus alignment on a main, continuous, multi-use, ADA-compliant trail that includes a bike route 	Investments can be focused on an ADA-compliant and bikeable trail to maximize equitable access and benefits of the Greenway as an alternate mode of non-motorized transportation.	Constraints of both natural topography as well as road and rail infrastructure create pinch points at certain sites. Unique solutions and/or narrowed trail profiles will likely be required. AGODA Guidlines also provide for accessible trails in outdoor developed areas.
Maximize cross-creek opportunities 	Using existing crossings and aligning with pre-existing bridge improvement projects can enable access from both sides of the creek and minimize the need for redundant main Greenway trail segments.	Some bridge access points in ideal crossing locations will require structural evaluation and repair, including the historic Mill Street and Twin Arch Bridges; others will require traffic studies to determine configuration for integrating safe pedestrian and bike travel. New bridge crossings will require a comprehensive permit process. Since the creek is the boundary between two distinct municipalities, close coordination between the Town of New Windsor and the City of Newburgh will be critical.
Preserve habitats of value by utilizing existing trails, easements, and haul roads; minimize disturbance of steep slopes 	Connecting existing greenways, trails and community links will promote use and access to the Greenway and foster greater connectivity between neighborhoods and recreational resources. Taking a light-touch approach by aligning new trails to existing routes (footpaths, abandoned haul roads, and utility easements) where possible minimizes disturbance on ecologically sensitive land and may require less capital investment.	The plan has outlined several gaps impacted by rail corridors and a lack of easements facilitating pedestrian connections along the Greenway. As noted before, grades are steep along the reaches of the creek in several areas and right of way shoulders along public roads are also limited.
Update alignment based on site availability 	Establishing initial access points and trail segments on land that is actively available for improvements lays groundwork and builds momentum for a fully connected Greenway corridor.	The Quassaick Creek corridor is a mixture of publicly and privately owned properties. Select access points and trails will require public access easements or outright acquisition. Adjoining government entities and property owners will need to coordinate to enable continuity of access and management across jurisdictional boundaries.

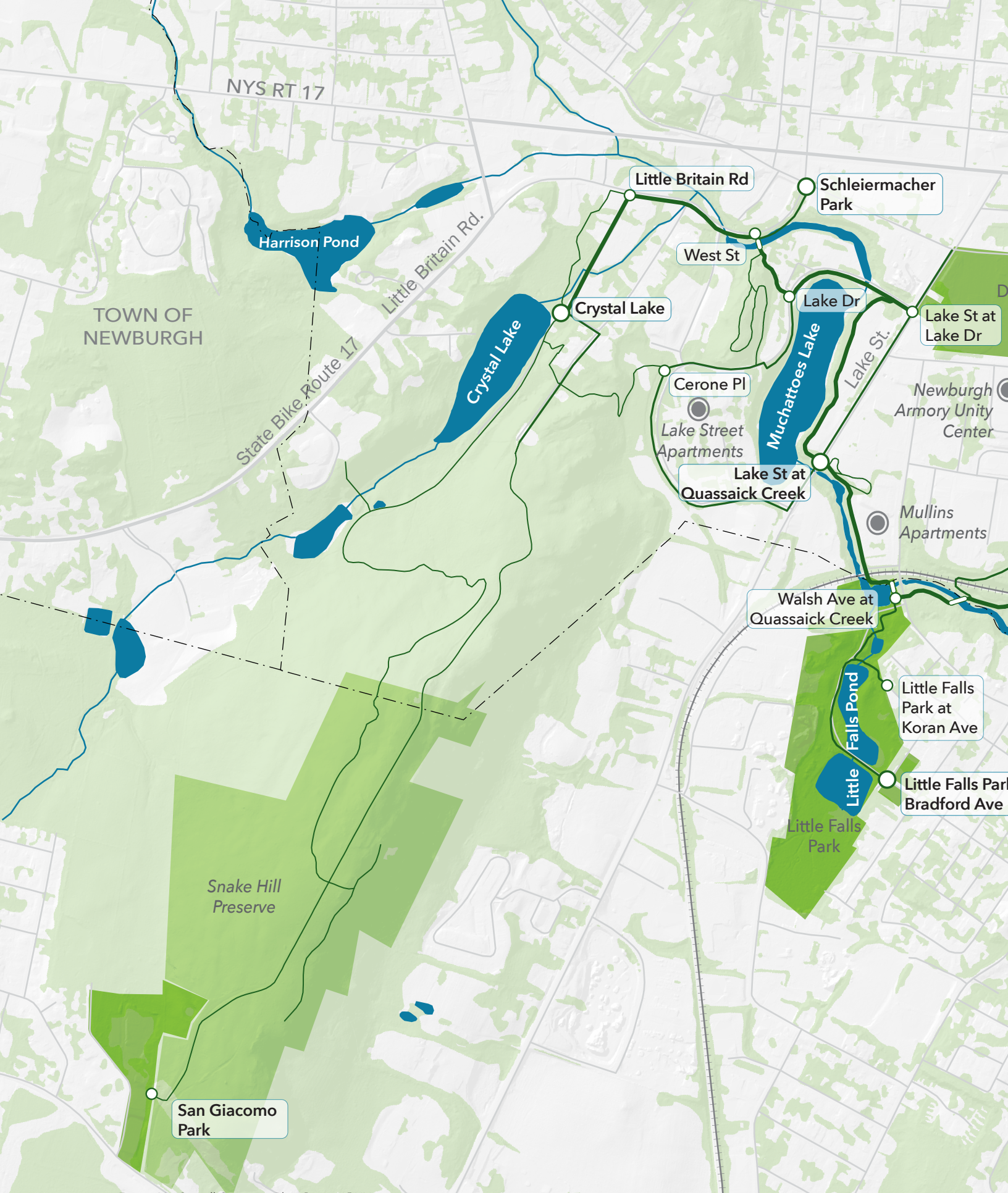


Figure 61. Overall Greenway Plan. Source: OLIN

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Broadway
Newburgh Beacon Bridge
Newburgh City Hall
elano-Hitch Park
Washington's Headquarters
CITY OF NEWBURGH
Delano Hitch Park / South William Street
Mill St.
Liberty St.
Water St.
Dickson St East
Overlook Pl
Mill St Bridge Crossing
Mill St Bridge Stair / Ramp
South Middle School
Ward Brothers Memorial Rowing Park
John St
Bay View Terrace
Twin Arch Bridge
Columbus St / Diamond Candle Factory
HUDSON RIVER
Water Street
Upper Walsh Ave
Lower Walsh Ave
Calvary Cemetery
RT. 9W
TOWN OF NEW WINDSOR
MAP LEGEND
Trailhead
Entrance
Primary Multi-use Path
Secondary Multi-use Path
Pedestrian Only Path
Alternative Alignment
Reconstructed Bridge
Proposed Bridge
Rail
Local Destinations
Parks / Tree Canopy
400
2000 FT
200
1000

CATALYSTS AND CONNECTORS

To determine where the most effective Catalyst Project could be implemented, an in-depth analysis of the proposed trail alignment, trailheads, and entrances was conducted to identify discrete sites that would be both feasible to develop in the near term and have a catalyzing effect on the rest of the Greenway plan. The assessment included three main categories of analysis: development opportunities, community need and priorities, and capacity and resources.

The analysis identified the most important individual drivers for the implementation of a Catalyst Project to be site control or ownership, safe access, and the capacity of a project champion.

The analysis, which included site visits, stakeholder engagement, and desktop research, resulted in a comprehensive list of projects that was cataloged and served as a basis for prioritization with the Quassaick Creek Greenway Steering Committee. These project sites were categorized as either **catalysts** or **connectors**.

Finding the Opportunities

The intent for the Catalyst Project is to advance existing and often long-standing community aspirations. In general, potential catalyst sites tend to fall within two main opportunity areas:

- Private properties with owners who have visions for change in the near future and have an interest in supporting and integrating the Greenway into the planning for their property, or
- Public lands owned by the City of Newburgh, the Town of New Windsor, or Orange County that are ideal locations for Greenway access with existing advocacy from community organizations and public agencies.

In many cases, the potential catalyst sites identified in this plan rely on a combination of the two.

Catalyzing Action

Anticipated project timelines play an important role in the evaluation of catalysts and connectors. While a major goal of this plan is to identify a site for catalyzing the Greenway in the near-term, there are several opportunities along the corridor with long timelines that would serve as critical components of a continuous and accessible Greenway. Recommendations, therefore, not only include concepts for a Catalyst Project, but also identify other opportunity areas and long-term actions needed to advance Greenway implementation throughout. Some of these long-term actions can start now, even though their catalytic actions may not take place immediately.



Catalysts are projects that can begin in the near term and would help bring awareness and further investments to the Greenway.



Connectors are segments of the Greenway that enable connectivity but require other projects to be completed before they can be implemented.

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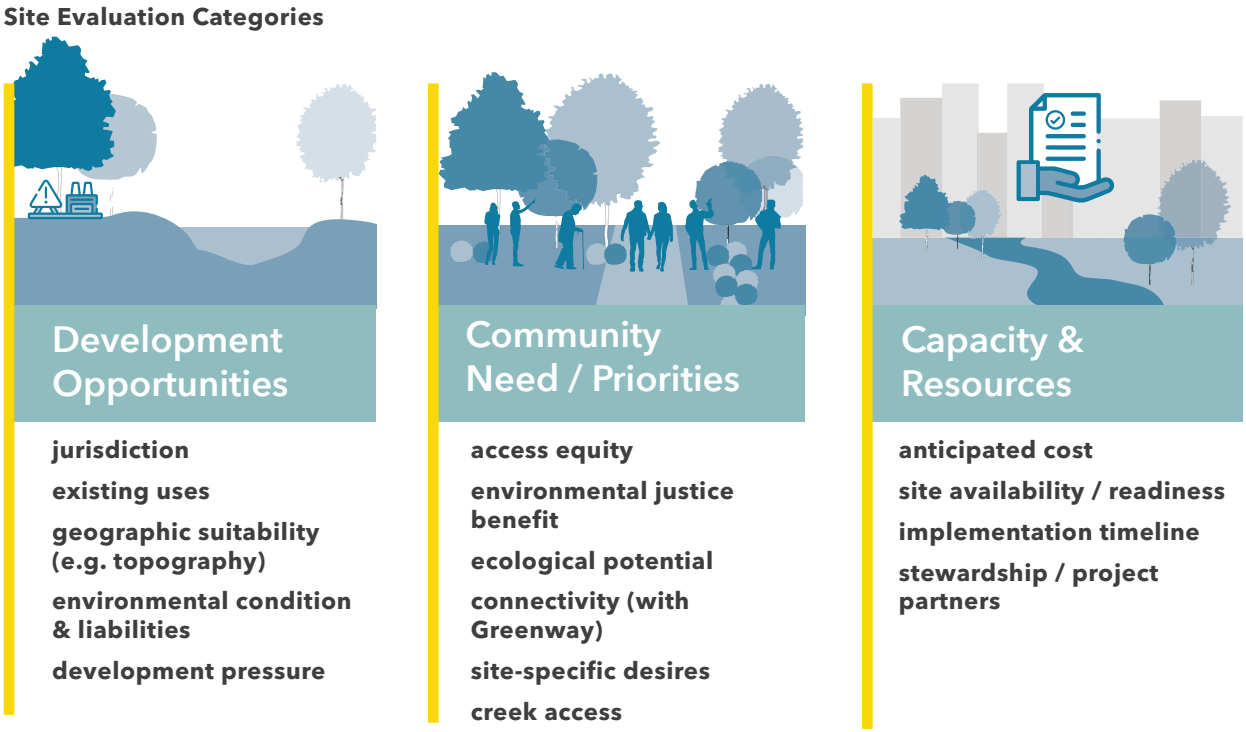

Figure 62. Catalyst Project selection evaluation categories. Source: OLIN.

SOLIDIFYING PARTNERSHIPS

Project Champions

Successful implementation of the Greenway plan depends upon the support, facilitation, and stewardship by property owners, community groups, and governments; these are the champions of the project. The willingness and capacity of these champions is critical to the implementation of the Catalyst Project.

A champion mapping exercise revealed priority sites aligned with local capacity and ambitions. This exercise helped finalize the identification of the Catalyst Project as well as three other Opportunity Areas where continued advocacy is beneficial to advancing community-driven projects along the Greenway. Further detail about the champion mapping exercise is included in Chapter 4: Community Engagement.

Partners and Property Easements

Due to both the patchwork of property ownership, as well as intent to preserve valuable habitat, many will rely on access agreements or outright acquisition. The existing easements at utility corridors, such as Newburgh's easement over their sewer infrastructure, may be a powerful tool in advancing Greenway access. Additionally, adjoining government entities and property owners, including public entities, will need to coordinate to enable continuity and equitable management access across the Greenway. The work of the implementation plan is to outline these easement locations and to solidify the partnerships across ownership and jurisdictional boundaries.

Fortunately, there has been broad collective support for the Greenway from both private property owners and local governments. Governments, especially inter-municipal agencies, are the ideal entities to implement and maintain a continuous and well-tended Greenway for the community and region. Public-interest management organizations or land trusts may also have a strong foundation to provide support for stewarding the Greenway.

FOCUS AREAS: PROJECT IMPLEMENTATION EVALUATIONS

To be able to evaluate implementation considerations for potential catalyst sites, the Quassaick Creek study area was divided into four main focus areas based on landscape typology and property control considerations. The following pages outline the potential catalyst and connector projects within each focus area, along with anticipated timeline for the development process, implementation considerations, owners and partners, and project impact.

This evaluation is intended to record implementation considerations that informed the selection of the Catalyst Project. It is also intended to facilitate advancement of other opportunities as they arise in the future.



Figure 63. Focus Area Key Plan. Source: OLIN.

Focus Area 1: Hudson River Connection

This Focus Area begins at the Hudson River, linking existing waterfront community spaces such as the Ward Brothers Memorial Rowing Park with access to the beginning of the Quassaick Creek near Walsh Ave and River Road. Views from Bay View Terrace overlook this section.

Activation / Enabling Process

Capital Project

	PROJECT	SHORT-TERM (1-5 YEARS)	MID-TERM (6-10 YEARS)	LONG-TERM (11-15 YEARS)
1	Bay View Terrace Overlook Garden + Entry	Interpretation, seating, garden, and Hudson River Overlook		Connector Trail
2	River Road Entry Trail	Public access and conservation easement agreements	Trailheads, limited parking, trails, and bridges	
3	Meadow Loop	Public access and conservation easement agreements	Pedestrian safety improvements at roadway access, trailhead, limited parking, trail improvements	Creek Science Classroom
4	Shoreline Connector Trail	Signalized intersection and pedestrian improvements to roadways to expand connections between the Greenway and the Hudson River		
5	Twin Arch Bridge Connector Trail			Alignment and development of trail connecting to Twin Arch Bridges on CSX property
6	Hudson River Waterfront Trail Extension		Public access and conservation easement agreements	Water St crossing trail construction
7	Post-Industrial Site Conservation/ Adaptive Reuse	Public access and conservation easement agreements	Partial trail development and site cleanup	Adaptive reuse of factory structures with a trail along Quassaick Creek with a connection to Diamond Candle trails

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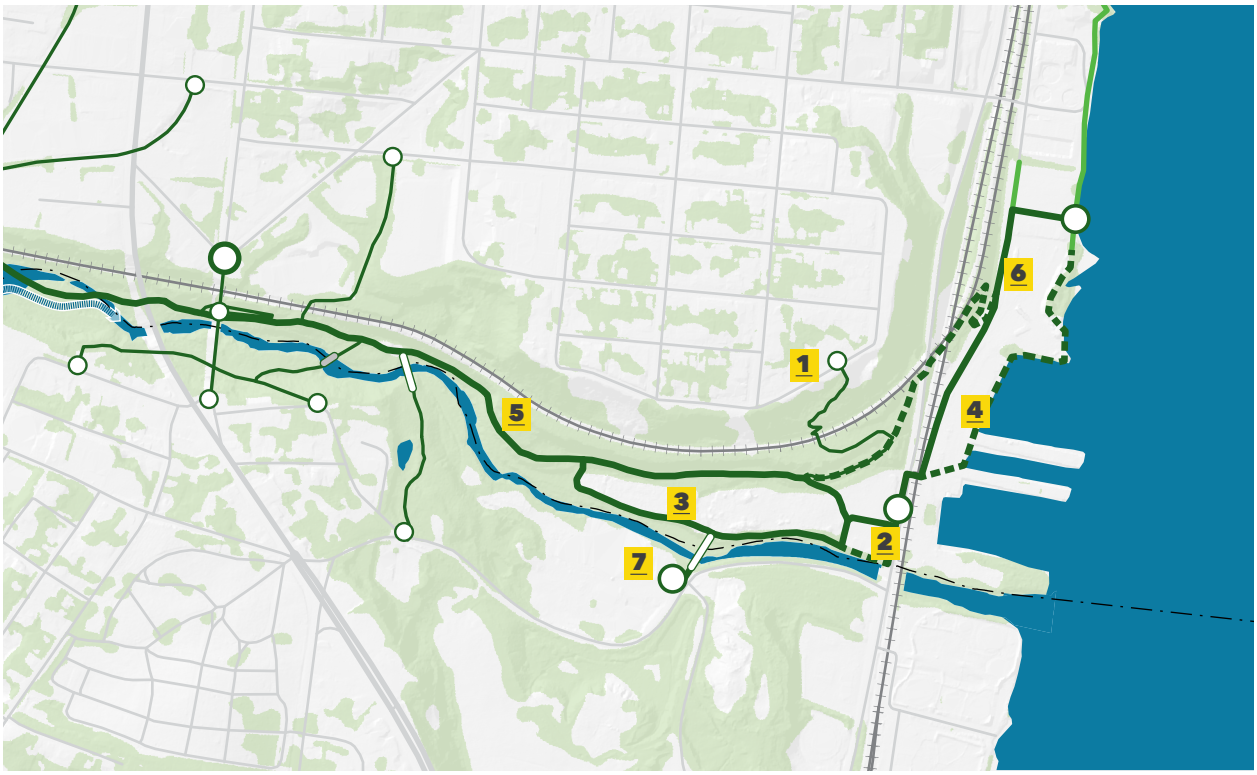

Figure 64. Project locations for Focus Area 1: Hudson River Connection. Source: OLIN.

	DEVELOPMENT CONSIDERATIONS	CAPACITY / RESOURCE PARTNERS	COMMUNITY NEED / PRIORITY
	· Easy access to open land to transform · City-owned land is intermixed with some private parcels · Access to creek is dependent on CSX property crossing	· City of Newburgh · Multiple private landowners · CSX	Open Space / Recreation
	· Access from Water St / River Rd may require traffic study for pedestrian safety · Environmental constraints of an industrial property · Bridge design and permitting	· Private landowner · City of Newburgh	Mobility / Access
	· Property transfers or easements needed · Easement along creek bank already in place · Evaluate feasibility of trail alignment over sewer easement.	· Private landowner · City of Newburgh · Sewer Authority	Environmental Education / Connectivity
	· Structural evaluation and possible restoration of waterfront bulkheads. · Coordination with CSX will be required	· CSX · Private landowner · NYSDEC coordination	Connectivity / Access
	· Coordination with CSX required	· CSX · City of Newburgh	Connectivity
	· Site may require clean-up and trail development will need to account for sea level rise	· NYSDOT · Private landowner · NYSDEC for remediation	Mobility / Connectivity
	· Site may require clean-up and adaptive reuse will require further study	· Private landowner	Connectivity / Open Space / Recreation Mobility / Access

Focus Area 2: Diamond Candle / Mill Street Bridge

Extending from the mouth of the Quassaick Creek through a scenic gorge, this Focus Area includes former industrial sites, recovering creek banks, railroad right-of-way, and potential access for both Newburgh and New Windsor from existing crossings such as the Mill Street Bridge. Key community assets such as Delano Hitch Park, South Middle School, and key neighborhood streets are connected through this stretch.

The former Diamond Candle factory site is a county-owned Brownfield that was subject to Phase 1 and 2 Environmental Assessments. The County is exploring funding to clean up the site so that it can be reused.



Figure 65. Mill Street Bridge. Source: OLIN.

Activation / Enabling Process

Capital Project

IMPLEMENTATION ACTIONS & CONSIDERATIONS: DIAMOND CANDLE / MILL STREET BRIDGE

	PROJECT	SHORT-TERM (1-5 YEARS)	MID-TERM (6-10 YEARS)	LONG-TERM (11-15 YEARS)	
8	Mill Street Bridge Access and Overlook	Initiate traffic studies and advocate for one-way traffic on Mill Street Bridge. Launch creek awareness campaign at future trailheads.	Bike and pedestrian safety improvements. Look-out cantilever and access from Mill Street Bridge to Quassaick Creek Entry point plaza on New Windsor side.		
9	Diamond Candle Creekside Park	Apply for brownfield/clean up grants	Begin clean up at Diamond Candle Factory site	Complete cleanup. Trailhead at Plympton Street. Trail development between entrances on Plympton and John Streets. Connection to Twin Arch Bridge with trail alignments on public parcels north and south of Quassaick Creek.	
10	Holden / John's Pond Dam Removal/ Restoration		Riverkeeper completes removal of dam and associated restoration Trailhead at John St. New trail following Creek rerouting following dam removal		
11	Holden Dam Connector Trail			Trail connection between the Holden Dam removal site and Walsh Ave Bridge Trailhead	
12	Twin Arch Bridge Restoration	Debris clean up	Continued debris clean up	Bridge improvements	
13	Delano Hitch Park Connector Trail and Trailhead		Initiate public access and conservation easement agreements	Utilize old railroad ROW to create a new off road connection	
14	Mill Street / South Middle School Connector Trail and Trailhead	Public access and conservation easement agreements	Initiate public access and conservation easement agreements	Utilize old railroad ROW to create a new off road connection	

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Figure 66. Project locations for Focus Area 2: Diamond Candle / Mill Street Bridge. Source: OLIN.

	DEVELOPMENT CONSIDERATIONS	CAPACITY / RESOURCE PARTNERS	COMMUNITY NEED / PRIORITY
	· Bridge ownership and maintenance responsibilities need to be confirmed · Structural evaluation of bridge capacity to support additional structure · Bridge eligible for National Historic Register	· Orange County · City of Newburgh · Town of New Windsor · NYSDOT · NYSOPRHP	Mobility / Safety / Access
	· Trail development is dependent on future cleanup efforts · Additional easements may be required	· Orange County · Private landowner · NYSDEC · NYSDOH · NYSOPRHP	Remediation / Access / Connectivity
	· Trail development will require coordination with the planned dam removal	· Multiple private landowners · NYSDEC	Habitat Restoration
	· Property south of Quassaick Creek between Walsh Ave and Diamond Candle site is all privately owned	· Multiple private landowners	Connectivity
	· Additional structure studies and hydraulic studies maybe be required	· Orange County · City of Newburgh · NYCDEC/OPRHP	Mobility
	· Land ownership with CSX and adjacent industrial/encroachments needs to be confirmed	· City of Newburgh · CSX	Mobility / Connectivity
	· Land ownership with CSX and adjacent industrial/encroachments needs to be confirmed	· City of Newburgh · CSX · Private landowner	Open Space / Access

Focus Area 3: Little Falls Pond

Centering around ponds and wetland areas in the Town of New Windsor, the Little Falls Pond focus area connects an existing naturalistic open space and water source with the main creek corridor. Recommendations here can support New Windsor's current open space planning and residents' stated desires for more trails.



Figure 67. Little Falls Pond. Source: MUD Workshop.

IMPLEMENTATION ACTIONS & CONSIDERATIONS: LITTLE FALLS POND

	PROJECT	SHORT-TERM (1-5 YEARS)	MID-TERM (6-10 YEARS)	LONG-TERM (11-15 YEARS)	
15	Little Falls Pond Park Improvements	Incorporation into New Windsor Parks and Recreation Plan. Dedicate park; formalize and maintain existing pond trail. Wayfinding and lighting at Cherry Ave. entrance. Stabilize functional ecology via wetland/pond habitat enhancements.	Walkway or boardwalk connecting entry points at Cherry and Koran Avenues. Wayfinding and lighting added at Koran Ave.		
16	Little Falls Pond Park Connector		Private property easement negotiations	Trail connection from Little Falls Park Trail to Walsh Ave Dam area. Safe pedestrian crossings at Walsh Ave and near Walsh Ave Bridge.	

Activation / Enabling Process

Capital Project

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Figure 68. Project locations for Focus Area 3: Little Falls Pond. Source: OLIN.

	DEVELOPMENT CONSIDERATIONS	CAPACITY / RESOURCE PARTNERS	COMMUNITY NEED / PRIORITY
	· Land is currently zoned municipal use · Coordination with adjacent landowners may be required · Little Falls Pond is mapped as having potential regulated wetlands that should be evaluated; a jurisdictional determination should be made by the NYSDEC to refine site development options	· Town of New Windsor · NYSDEC	Open space / Recreation
	· Land is currently zoned "municipal use" · Coordination with adjacent landowners may be required. · See regulated wetland note above.	· Town of New Windsor · City of Newburgh · NYSDEC	Mobility / Connectivity

Focus Area 4: Creek to Peak

Traversing the creek valley up to Snake Hill Preserve, the final focus area encompasses numerous residential developments, such as Mullins Apartments and Lake Street Apartments, commercial destinations, community services, and important transit corridors, such as the Lake St linkage to the other side of Delano Hitch Park and Broadway. Existing community-based and recreational uses in this area, such as the Crystal Lake Sanctuary Healing Gardens and Quassaick Watershed Alliances' kayak events, inform the potential for the Greenway here.



Figure 69. Tree planting along Crystal Lake. Source: OLIN.

Activation / Enabling Process

Capital Project

IMPLEMENTATION ACTIONS & CONSIDERATIONS: CREEK TO PEAK

	PROJECT	SHORT-TERM (1-5 YEARS)	MID-TERM (6-10 YEARS)	LONG-TERM (11-15 YEARS)	
17	Snake Hill Connections	Trail signage, interpretive signage, and parking area improvements at Crystal Lake, Snake Hill summit, and San Giacomo Park			
18	Cerone Place Entry/Ellis Ave	Public access/conservation easement agreements	New trailhead at Cerone Place. New trail through Ellis Ave Development.		
19	Crystal Lake	Activation programming. Due diligence for encroachments on municipal land.	Ecological restoration. Improved shoreline and access for water uses.		
20	Lake Street Health Trail Link	Private property easement negotiations. Open space and habitat improvements.	Right-of-way multiuse path. Nature trail connection between Lake Street and Mullins Apartments.		
21	Muchattoes East	Private property easement negotiations	Trail along eastern edge of Muchattoes Lake/behind Lake St commercial properties.		
22	Lake Street Green Street and other ROW Improvements		Lake St complete streets improvements and crossings. Trail along eastern edge of Muchattoes Lake.		
23	Muchattoes West	Formalize Muchattoes Lake path at Trees for Tribs site		Walkway/boardwalk along northern edge of Muchattoes Lake and connection through Lake Street Apartments to edge of creek	
24	Walsh Road trailhead/ Mullins Connection		Create an anchor/connection point for future trail connection under the rail across to Mullins Apartments	Trail connection/flood mitigation at the edge of Mullins Apartments between Walsh Rd and Lake St	
25	Schleiermacher Park Connection			Update to park, interpretive signage for entry to the Greenway	

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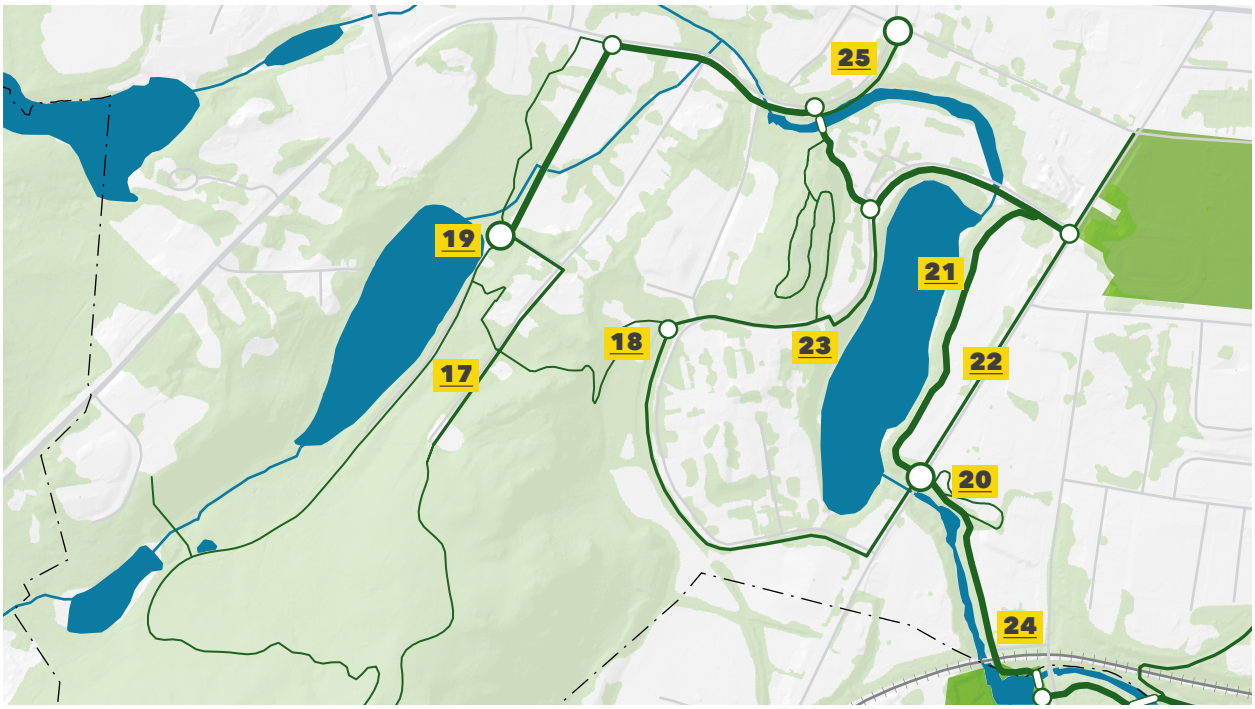

Figure 70. Project locations for Focus Area 4: Creek to Peak. Source: OLIN.

	DEVELOPMENT CONSIDERATIONS	CAPACITY / RESOURCE PARTNERS	COMMUNITY NEED / PRIORITY
	· Ongoing encroachment and park designation review at Crystal Lake · Coordination between City of Newburgh and Town of New Windsor	· Orange County · City of Newburgh (partial owner) · Town of New Windsor (partial owner) · Scenic Hudson (partial owner) · The Sanctuary Healing Garden	Mobility / Connectivity
	· Development proposal in planning review · Scenic Hudson land conservation staff in conversation with landowner	· City of Newburgh · Private real estate firm	Open Space / Access
	· Ongoing programming and lease of land by Ecological Citizens Project and Newburgh Wants a Park Campaign · Lack of public ROW on Temple Ave	· City of Newburgh · NYSDEC for any work along this Class B Waterbody	Habitat Enhancement / Recreation
	· Need to gauge interest/willingness of property owner	· Private landowner	Mobility / Connectivity
	· Area already used for recreation.	· City of Newburgh · Private landowner	Connectivity / Open Space / Recreation
	· Previous studies exist reimagining the street and adjacent development.	· City of Newburgh · NYSDOT Region 8	Mobility / Safety
	· Need to gauge interest/willingness of property owner	· City of Newburgh · Private landowner	Habitat Enhancement
	· Ongoing infrastructure improvements, Riverkeeper's dam removal project, CSX trestle improvement plans	· CSX · City of Newburgh	Mobility / Flood Mitigation
	· Existing park facilities are in disrepair. Park is easily accessed from Broadway.	· City of Newburgh	Open Space / Recreation

5 | CATALYST PROJEC AND OPPORTUNITY SITES



Figure 71. The Lower Gorge Trails area features some of the most high value native forest tree species of the Quassaick Creek corridor. Source: OLIN

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The Lower Gorge Trails was identified as the primary Catalyst Project based upon the potential for site control and easements, its priority location for providing safe access and activation, and the capacity of potential project champions. Three additional opportunity projects were also identified for continued advocacy or enabling studies due to alignment with other community or government initiatives. Each of these sites represents a key location within the corridor that can welcome community members to the creek and begin to fulfill the vision of the Quassaick Creek Greenway.


SNAKE HILL CONNECTIONS
LAKE STREET HEALTH TRAIL
Harrison Pond
Little Britain Rd.
Crystal Lake
Muchattoes Lake
Lake St.
Little Falls Pond
Little Falls Park
Snake Hill Preserve

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Broadway
elano-Hitch Park
Mill St.
Liberty St.
Water St.
LOWER GORGE TRAILS
DIAMOND CANDLE FACTORY
RT. 9W
HUDSON RIVER
MAP LEGEND
Trailhead
Entrance
Primary Multi-use Path
Secondary Multi-use Path
Pedestrian Only Path
Alternative Alignment
Reconstructed Bridge
Proposed Bridge
Rail
Local Destinations
Parks / Tree Canopy
Catalyst Site
Opportunity Site
400
2000 FT
200
1000



Figure 72. Conceptual rendering of the Quassaick Creek Greenway Lower Gorge Trails Catalyst Project. Source: OLIN.

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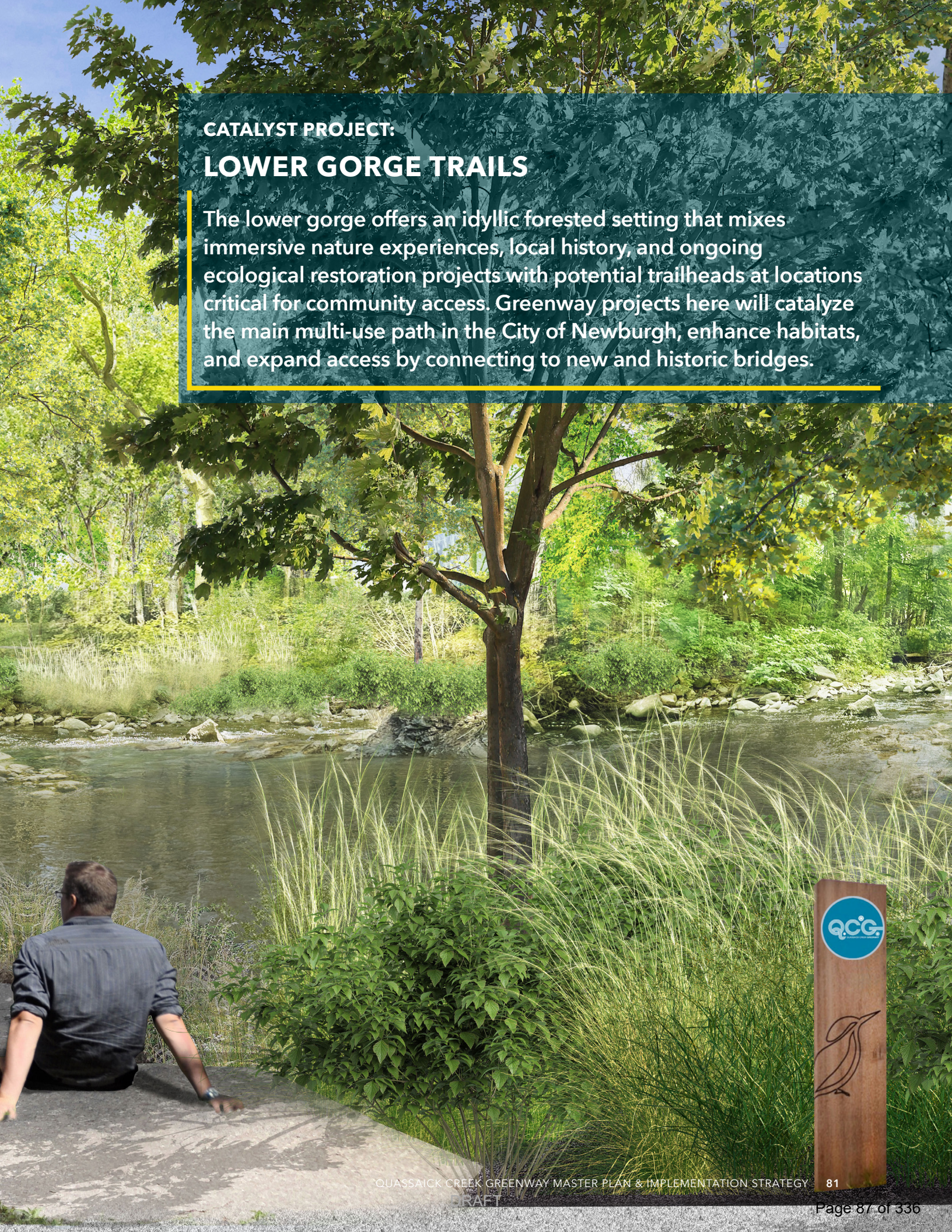

CATALYST PROJECT:

LOWER GORGE TRAILS

The lower gorge offers an idyllic forested setting that mixes immersive nature experiences, local history, and ongoing ecological restoration projects with potential trailheads at locations critical for community access. Greenway projects here will catalyze the main multi-use path in the City of Newburgh, enhance habitats, and expand access by connecting to new and historic bridges.

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CATALYST PROJECT: LOWER GORGE TRAILS

The Lower Gorge Trails advance long-standing interest by the City of Newburgh to create recreational access to the creek near the Hudson River, supported by private landowners invested in giving back to the local community. Efforts to combine public access easements with utility infrastructure are well underway. Easements through additional adjacent properties also appear feasible in the near term.

The site includes existing access roads that enable minimal disturbance for installation of a greenway while connecting to some of the largest sections of forested and meadow areas in the creek corridor. Access from the community is envisioned at several key points, including Mill Street Bridge, South Middle School path, along Water Street, and along Walsh Avenue west of River Road via a new bridge crossing. The main trunk of the Greenway trail lines the north side of the creek, connecting to a meadow loop, nature classroom, and wooded walk along an existing sewer line easement. Ultimately, integrating safe pedestrian access across Water Street/River Road will enable safe connections between the creek and parks along the Hudson River.

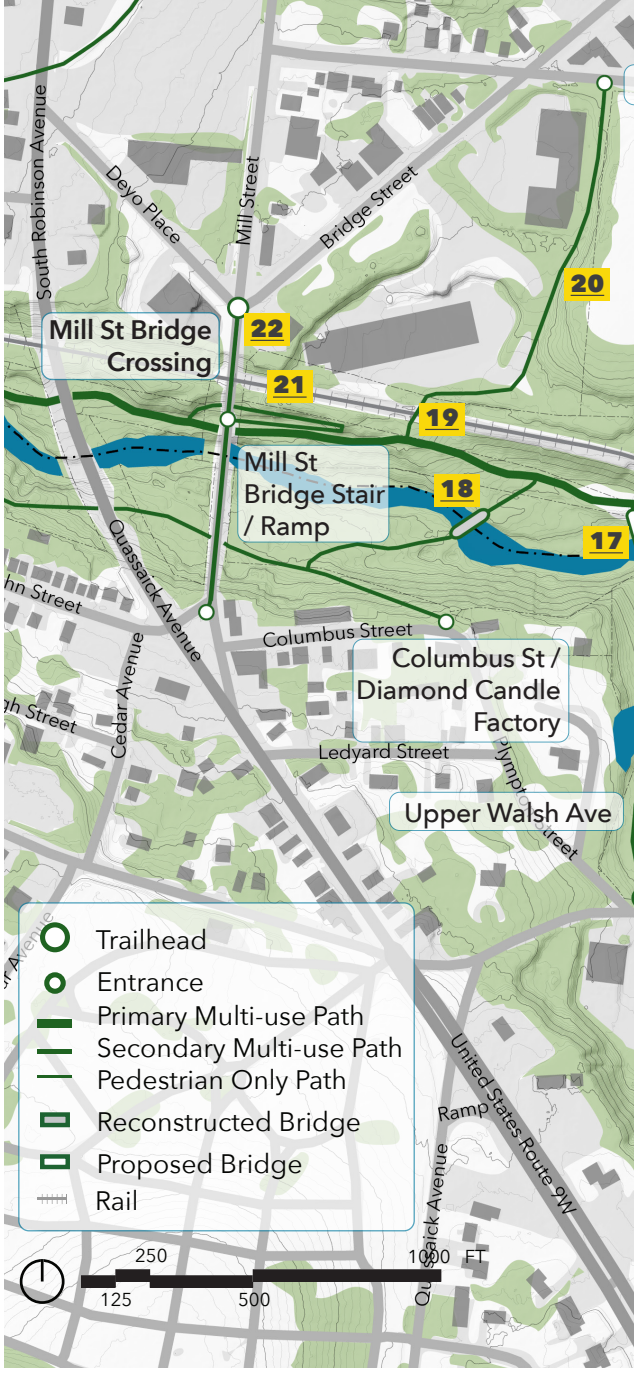

Figure 73. Lower Gorge Trails Catalyst Project. Source: OLIN

Ecological Opportunities

A	Meadow habitat enhancement
B	In-creek habitat enhancements
C	Bank stabilization / planting

Trail Segments and Trailheads

1	Water Street Trailhead (future easement / private)
2	Alternative entry trail (existing easement / Newburgh)
3	Creekside Meadow Trail (existing easement / Newburgh)
4	Bridge (proposed)
5	Trailhead (future easement / private)
6	Upper Meadow Trail (future easement / CSX)
7	Water Street crossing (traffic controls / Newburgh)
8	Waterfront Access Trail (future easement / private)
9	Alternative waterfront access (future easement / private)
10	Bayview Terrace Trail (CSX crossing)
11	Upper Waterfront Access Trail (future easement / CSX)
12	Trestle Trail Overpass (Newburgh)
13	Ward Brothers Park Trailhead
14	Meadow Classroom (easement / private)

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15	North bank connector trail (Newburgh)
16	Alternative Trailhead (easement / private)
17	Bluffwalk Bridge (proposed)
18	Restored Twin Arch Bridge (existing)
19	At-grade crossing (easement / CSX)
20	South Middle School Trail (formalize / easement)
21	Mill Street Bridge Overlook / Ramp (Newburgh)
22	Mill Street / Bridge complete street and crossing improvements (Newburgh / New Windsor)

PROGRAM OPPORTUNITIES

- **Multi-use trail:** new trailheads along public right of ways
- **Habitat:** Bank stabilization / meadow enhancements
- **Creek crossings**
- **Signage:** informational, interpretive, and wayfinding signage
- **Safety improvements:** pedestrian safety improvements at roadways
- **Habitat:** tree and native planting
- **Shade and seating**

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Lower Gorge Trails Elements

Concepts for the Greenway Catalyst Project include simple trail design with a focus on accessibility, local materials, minimizing disturbance, enhancing habitats, and providing bilingual wayfinding signage.

The images on these pages are examples of the types and materials that may be used for various elements.



Figure 74. Example of 10' wide asphalt trail with nearby preservation area, meadow planting, and mown shoulder, Sojourner Truth State Park. Source: OLIN.



Figure 75. Example of compacted stone fines secondary trail with meadow planting and seating area, Sojourner Truth State Park. Source: OLIN.

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Figure 76. Elevated ADA-compliant accessible ramp; example of a potential access element with minimal forest disturbance proposed for the Mill Street Bridge Trailhead. Source: OLIN.



Figure 77. White oak and steel bench, Sojourner Truth State Park. Example of potential trail seating. Anchoring is not needed given the weight and can be installed on aggregate or concrete pad. Source: OLIN.



Figure 78. Bilingual signage, Sojourner Truth State Park. Example for wayfinding and strategy for protecting habitat preservation or enhancement areas. Source: OLIN.

Existing Conditions

- Biodiversity Assessment: The Lower Gorge Trails site includes upland hardwood forest, waste grounds (though generally overgrown with mugwort with a few native perennials), upland shrubland, and upland meadow. This site includes some of the most high-value native forest tree species designated for preservation.

  The site has been primarily wooded until recently, with a large area of the north side of the creek cleared, graded, and stabilized for presumed infrastructure construction laydown. This area is now dominated by mugwort over a gravel base. Restoration will require soil building strategies and/or amendment imports.

  NYSDEC wetlands mapper shows two freshwater wetlands to the south of the creek. Coordination with NYSDEC would be necessary for any work around these wetlands, though nothing is planned at this time.

- Environmental Conditions: While industrial properties are known to exist on the parcels within this site, the environmental database shows minimal recorded environmental concerns. It is assumed that most parcels were used for rail infrastructure and construction laydown areas.

- Utilities/Infrastructure: The City of Newburgh maintains two sewer trunk lines that extend through the site, one at the edge of the creek and one further north towards the upland. Combining more public access overlays on sewer infrastructure easements would allow a connective walking loop. However, a CSX rail line continues to pose challenges to new access routes to the north of the creek.

  A private parcel includes a building along the creek edge at the intersection with Water Street. This parcel should be further investigated as an ideal location for a trailhead.

  Adapting the two historic bridges, Mill Street Bridge and Twin Arch Bridge, as part of the greenway will provide ideal access and creek crossing points. Both will require structural investigations, stabilization, and coordination with the State Historic Preservation Office.

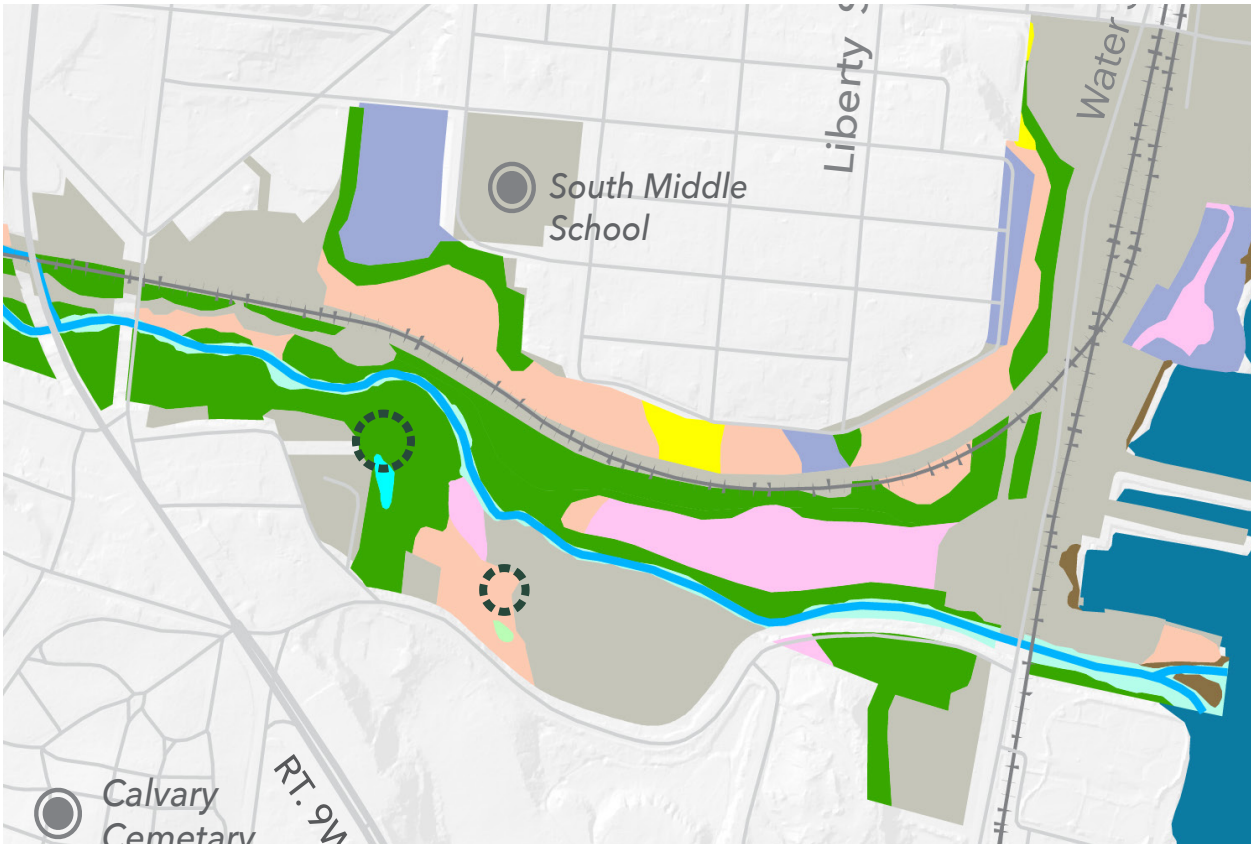

Figure 79. Habitat Inventory. Source: Hudsonia.

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Management Strategy

- The Greenway will be connected through filling the gaps of existing trails. Management will focus on trail conditions, reduction of debris and litter, and reducing scour conditions at the creek.
- Programming will predominantly focus on the trail use itself.
- Parking and cycling will need some consideration as well as lighting and minimal monitoring of the trail.
- Biodiversity assessments, water quality monitoring, native plantings, and erosion control are envisioned as periodic or seasonal opportunities tied to community partnerships.

Next Steps and Recommended Investigations

- Properties: Access rights and site investigations are an ongoing effort tied to securing contiguous trail access and alignments and trailhead areas.

  Review easement with City to determine if easement is adequate to co-locate a trail and conduct feasibility of trail construction within easement area.

- Access/Traffic Investigations: Traffic studies at Mill St Bridge to design for pedestrian and bike safety (City of Newburgh). The intersection is currently poorly defined with little separation for pedestrian use. The bridge itself could be redesigned for one-way traffic to provide space for pedestrian and bike lanes without needing the repair of the cantilevered walks in poor condition.

  Traffic studies at Water Street / River Road / Walsh Ave (City of Newburgh and Town of New Windsor). Traffic controls and pedestrian improvements are needed at the intersection of the roadway and the creek to enable safe crossing of the Greenway.

  Site investigations and property ownership confirmation of the informal path leading to South Middle School field.

- Structural Investigations: Structural and historic preservation investigation of Mill Street Bridge to determine capacity for integrating a ramp or stair to the Greenway; determine the feasibility of restoring the cantilevered walkway.

  Structural investigation, historic preservation, and stabilization recommendations for the Twin Arch bridge for future creek crossing. A management schedule and identification of a responsible party is needed for managing buildup of debris within bridge arches within the creek.

  Structural Investigations of the sewer trunk line along the bank at the private property west of Water Street.

- Hydrology/Civil Investigations: More detailed investigations of bank conditions and recommendations for stabilization specific to each condition. Studies conducted for dam removal upstream by Riverkeeper may be useful to modeling downstream effects.

  Pre-Application Discussions with NYDEC regarding any stream bank disturbance and potential for a new bridge crossing.

- Community Engagement: Continue community, stakeholder, and property owner engagement during all future phases of design. Celebrate the significance of this trail opportunity as the 'spark' of the Greenway.

  As part of these activities building a nascent stewardship partner with the City can help ensure the longevity of the Greenway's success.

< Habitat Inventory Legend

- Streams
- Wet Meadow
- Hardwood & Shrub Swamp
- Intermittent Woodland Pool
- Marsh
- Stream
- Tidal Tributary Mouth
- Constructed Pond
- Gravely-Sandy Shore
- Rocky Barren
- Upland Hardwood Forest
- Upland Meadow
- Upland Shrubland
- Cultural
- Developed
- Waste Ground
- NYSDEC Freshwater Wetlands

Key Partners / Stewards

- City of Newburgh
- Town of New Windsor
- Orange County
- Orange County Land Trust
- QCWA
- Private Property Owners
- CSX
- NYSDOT
- NYSDEC
- OPRHP

LOWER GORGE TRAILS
ESTIMATED PROJECT COSTS

Base Greenway Trail Project

Primary Trail and Trailheads	$1,987,729
Secondary Trail	$345,982
Planting / Meadow Enhancement	$2,381,339
Site Furnishings	$585,897
BASE TOTAL	$5,300,946

- Trailhead Parking: gravel parking area for 10 cars, wooden sign kiosk, bioswale, bike racks.
- Primary Trail (Pedestrian and Bike): 10' wide asphalt trail with 1' wide gravel shoulder and stormwater swale; trail culverts where needed for drainage; minimal grading.
- Secondary Trails (Pedestrian only): 6' wide compacted stone fines with wood treads for steeper sections; assume 25% of Secondary Trails are steep.
- On-road portion of Primary Trail: 10' wide striping of existing asphalt paving.
- Planting / Meadow Enhancement: Amendment with 4" of low nutrient planting soils, compost, and mulch to the existing gravel base. Seed with meadow species and cover crop at 20 lbs/acre and overseed with 10 lbs/acre the following season.
- Site Furnishings and Signage: Wood benches, directional signs, rules signs, interpretive signs.

Additional Access Elements

Mill Street Bridge Ramp	$2,894,780
Private Property Bridge 1	$2,070,600
Private Property Bridge 2	$1,705,200
Trestle Walkway	$1,847,300
Trailhead Lighting	$303,888
Water St Pedestrian Crossing	$68,881

- Mill Street Bridge Ramp Access: ADA compliant, elevated ramp from Mill Street Bridge to the Greenway Trail.
- Lower Gorge Bridge #1: 10' wide 170 linear foot prefabricated steel bridge with wood plank surface on concrete abutments.
- Lower Gorge Bridge #2: 10' wide 140 linear foot prefabricated steel bridge with wood plank surface on concrete abutments.
- Trestle Walkway: Cantilevered walkway anchored to existing railroad trestle bridge
- Trailhead Lighting: Two light poles and power connections to each of the six trailheads.
- Water Street Pedestrian Crossing: Crosswalk and self-activated pedestrian flashing lights to improve safety of crossing Water Street.

Cost Estimate Mark-ups and Considerations

- The cost of construction typically includes additional costs beyond the materials and labor for the project. Included in the estimate are markups for general conditions (a contractor's project management, temporary facilities, equipment rentals, site operations, etc), contractor's overhead and profit, insurance and bonds, escalation (increase in cost over time), and contingencies (additional money to cover unknown conditions). Percentages are noted in the chart to the right and have been added to and compounded within the construction costs shown above. However, given the unknown date of construction, escalation percentages have not been added and should be considered when a start date is known.
- Costs for any necessary land acquisitions have not been included in the cost estimate and may be an additional consideration.
- Soft Costs include additional costs for design fees, permitting, and testing that are not accounted for in the construction cost estimate. Soft Costs can amount to approximately 10%-15% of the construction cost and should be included in budget considerations. These costs are not included in the construction costs shown above.

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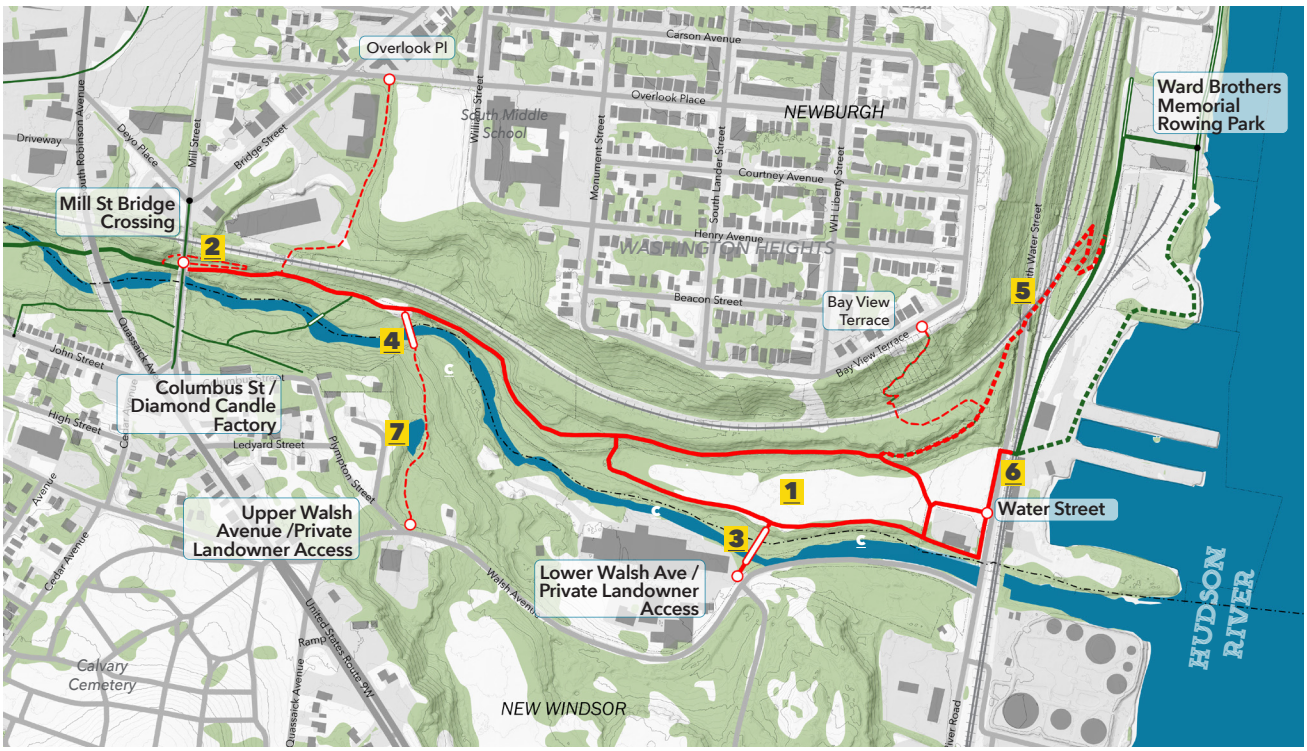

Figure 80. Cost Estimate Key Map. Source: OLIN.

- Trailhead
- Primary Multi-use Trail
- Secondary Pedestrian Trail
- Proposed Bridge

1. Planting / Meadow Enhancement
2. Mill Street Bridge Ramp
3. Bridge #1
4. Bridge #2
5. Cantilevered Walkway on Trestle Bridge
6. Water Street Pedestrian Crossing
7. NYSDEC Jurisdictional Wetland

- Additional budget should be allocated for fees associated with the following Investigations:
  - Geotechnical investigations for all bridge work
  - Hydraulic/hydrologic studies for new crossings
  - Structural engineering for bridges/tressle
  - Traffic study to warrant pedestrian crossing and traffic reconfiguration changes.

General Conditions	10%
Gen. Contractor's Overhead+ Profit	21%
Design Contingency	20%
Insurance / Bond	2%
Escalation to the Midpoint	8%
Escalation Rate 4% per year	not included
Bid Contingency	5%
Construction Contingency	10%



Figure 81. Conceptual rendering of the Quassaick Creek Greenway Diamond Candle Factory Opportunity Site.

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OPPORTUNITY SITE:

DIAMOND CANDLE FACTORY

One of the most dramatic sites deep within the Quassaick Creek gorge, the former Diamond Candle Factory area offers a mix of industrial history and recovering habitat near existing access from both Newburgh and New Windsor.

OPPORTUNITY SITE: DIAMOND CANDLE FACTORY

The former Diamond Candle Factory site provides easy creek access along a flat area of bank within the lower gorge area, connected by an existing former roadbed from Columbus Street. This area offers a rich sense of discovery of both the creek itself and the industrial remnants that tell the recent history of the creek's cultural significance. Access from both the Town of New Windsor and the City of Newburgh via the existing roads and bridges makes this site ideal for connecting neighborhoods to the Greenway.

The Greenway will reuse existing access roads and flat lands within the floodplain, connecting to the historic Twin Arch Bridge and highlighting iconic landmarks such as the former chimney. Floodplain plantings will help enhance the riparian habitat and stabilize the creek banks. Connections to the Holden Dam removal and restoration site should be an integral aspect of the design of the project.

Environmental remediation is first required to make the site safe for recreational use. Beginning the process of funding the cleanup will enable future expansion of the Greenway to include this unique park area. As the property owner, Orange County has conducted initial environmental investigations and is invested in seeking funds for implementing site clean up for reuse.

Existing Conditions

- Biodiversity Assessment: This former industrial site, like much of the Lower Gorge, is now heavily forested with Upland Hardwood forest being the primary habitat type.

- Environmental Conditions: A Phase I Environmental Site Assessment notes a history of industrial uses on this site by paper mills, woolen mills, and beeswax candle manufacturing. Byproducts from these former operations remain present on the property, in addition to structures such as former building foundations, metal pipes, and underground storage tanks. Specific information about groundwater is not available, though it is possible that groundwater discharges from several adjacent historical industrial land uses have impacted groundwater on site. A Phase II assessment is recommended. This assessment would include surface and subsurface soil and groundwater testing, identify post-industrial relics, confirm the type, locations, and quantities of hazardous materials, and develop recommendations for remediation necessary for future uses as a recreation site.

- Utilities/Infrastructure: Utilities and Infrastructure here are largely unknown at this time, however, some features related to past industrial uses on the site remain and require further investigation, such as ground penetrating radar (GPR) study.

Management Strategy

- Debris removal and restoration of the historic stone Twin Arch Bridge spanning the creek. Maintenance and restoration should be coordinated with SHPO.

Next Steps and Recommended Investigations

- Conduct Phase II Environmental Site Investigations based upon recommendations provided in the Phase I Report dated February 8, 2016.
- For Environmental Protection Agency (EPA) Brownfield or state brownfield programs; after Phase II, planning for a remedial investigation feasibility study would be undertaken in concert with regulatory partners including NYSDEC and NYSDOH.
- Seek funding for site remediation aligned with community health and safety, environmental/ ecological restoration, and implementation of nature-based recreation.
- Coordinate potential planning opportunities and concepts for funding with the planning initiatives of adjacent property owners and partners in the Greenway, such as the City of Newburgh and Town of New Windsor.

Key Partners / Stewards

- Orange County
- Orange County Land Trust
- Quassaick Creek Watershed Alliance
- NYSDEC
- NYSDOH
- EPA

Ecological Opportunities

A	**Bank stabilization / planting**
B	**In-creek habitat enhancements**

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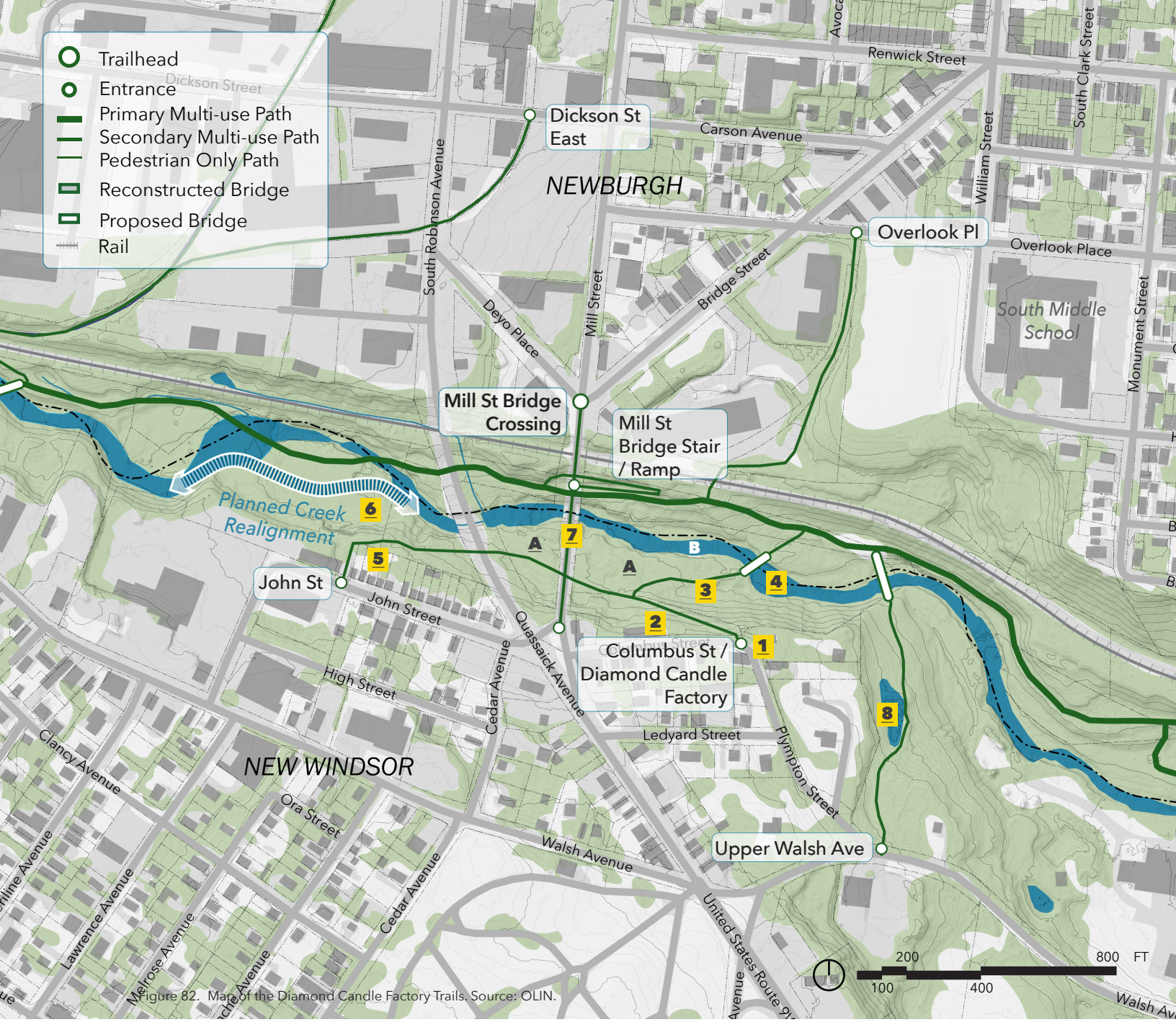

Figure 82. Map of the Diamond Candle Factory Trails. Source: OLIN.

Trail Segments and Trailheads

1	Columbus Street Trailhead (easement / private)
2	Diamond Candle access trail (existing)
3	Twin Arch Bridge Trail (Orange County)
4	Twin Arch Bridge restoration
5	John Street Access (easement / private / dam project access)
6	Holden Dam removal and creek realignment project (City of Newburgh / Riverkeeper)
7	Mill Street Bridge access improvements (City of Newburgh / Town of New Windsor)
8	Jurisdictional Wetland

PROGRAM OPPORTUNITIES

- **Shade and seating**
- **Signage:** informational, interpretive, and wayfinding signage
- **New multi-use trails and creek crossings**
- **Habitat:** in-stream habitat
- **Improved health and safety**
- **Habitat:** tree and native planting
- **Views:** dramatic views of the creek
- **Bird watching**

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Figure 83. Conceptual rendering of the Quassaick Creek Greenway Lake Street Health Link Opportunity Site. Source: OPN

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OPPORTUNITY SITE:

LAKE STREET HEALTH LINK

Near Lake Street in the heart of downtown Newburgh, the Greenway trail expands to include amenities aimed at promoting physical and mental health along with improvements for biodiversity, including a walking loop trail with native meadows, a rain garden, nature play structures, and places to sit along the creek. Greenway projects here can expand to connect Delano Hitch Park, Newburgh's neighborhoods, and future complete street improvements along Lake Street and Broadway.



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OPPORTUNITY SITE: LAKE STREET HEALTH LINK

An open and underutilized lawn area between the creek and a parking lot presents an ideal early implementation opportunity. It is positioned at a key location in the Greenway corridor that can catalyze connections west to Lake Street–with its commercial strip, connection to Delano Hitch Park, and the main artery of Broadway–and east to Mullins Apartments.

Building upon the proximity to a community health center, the project is envisioned as a recreational space catering to physical and mental health with walking trails and play spaces. Trees and floodplain plantings and stone perches can provide a connection to a restored riparian edge.

Beyond connecting the Greenway, the collection of potential projects here could help spur improved development and community services on underutilized sites along Lake Street. The Greenway should integrate flood protection measures as it extends along the Mullins Apartments property to protect residents from creek flooding.

Existing Conditions

- Biodiversity Assessment: Upland Hardwood Forest dominates much of the site and surrounding areas that aren't developed. Adjacent and down river of the impoundment, Muchattoes Lake, this site could serve as an important ecological connection between the Lower Gorge corridor and large habitat areas of upland forest and wetland habitats.

- Environmental Conditions: The site is part of the former Chadwick Bros Bleachery complex that spanned Lake Street and the creek and formed the impoundment that is now known as Muchattoes Lake. Past industrial uses here could have soil impacts below the current development that would need to be considered should site disturbance be anticipated. Existing documentation of site redevelopment for the health center should be obtained and reviewed as part of site design. A Phase 1 Environmental Site Assessment is recommended for any potential site design changes or property transactions.

- Utilities/Infrastructure: Utilities and infrastructure here are largely unknown at this time.

Management Strategy

- Biodiversity assessments, water quality monitoring, native plantings, erosion control, and in-stream habitat interventions are envisioned as periodic or seasonal opportunities tied to community partnerships.
- Typical trail maintenance, trash removal, and upkeep of site and play furnishings.
- Flood monitoring.

Next Steps and Recommended Investigations

- Property owner negotiations and conservation easement explorations.
- Phase 1 Environmental Site Assessment.
- Obtain Hydrologic and Hydraulic studies by others to understand impact of creek flood conditions at site and Mullins Apartments.
- Obtain documentation of adjacent projects such as bridges and CSX abutments.
- Coordinate planning for complete streets along Lake Street with the City of Newburgh and NYSDOT

Key Partners / Stewards

- Private Landowner
- City of Newburgh
- Newburgh Housing Authority
- Riverkeeper
- NYSDOT

Trail Segments and Trailheads

1	**Creekside Trail (easement / private owner)**
2	**Health Loops (easement / private owner)**
3	**Lake Street Trailhead and Complete Street crossing (City of Newburgh)**
4	**Mullins Apartments connection and flood protection (Newburgh Housing Authority)**

Ecological Opportunities

A	**Bank stabilization / planting**
B	**In-creek habitat enhancements**

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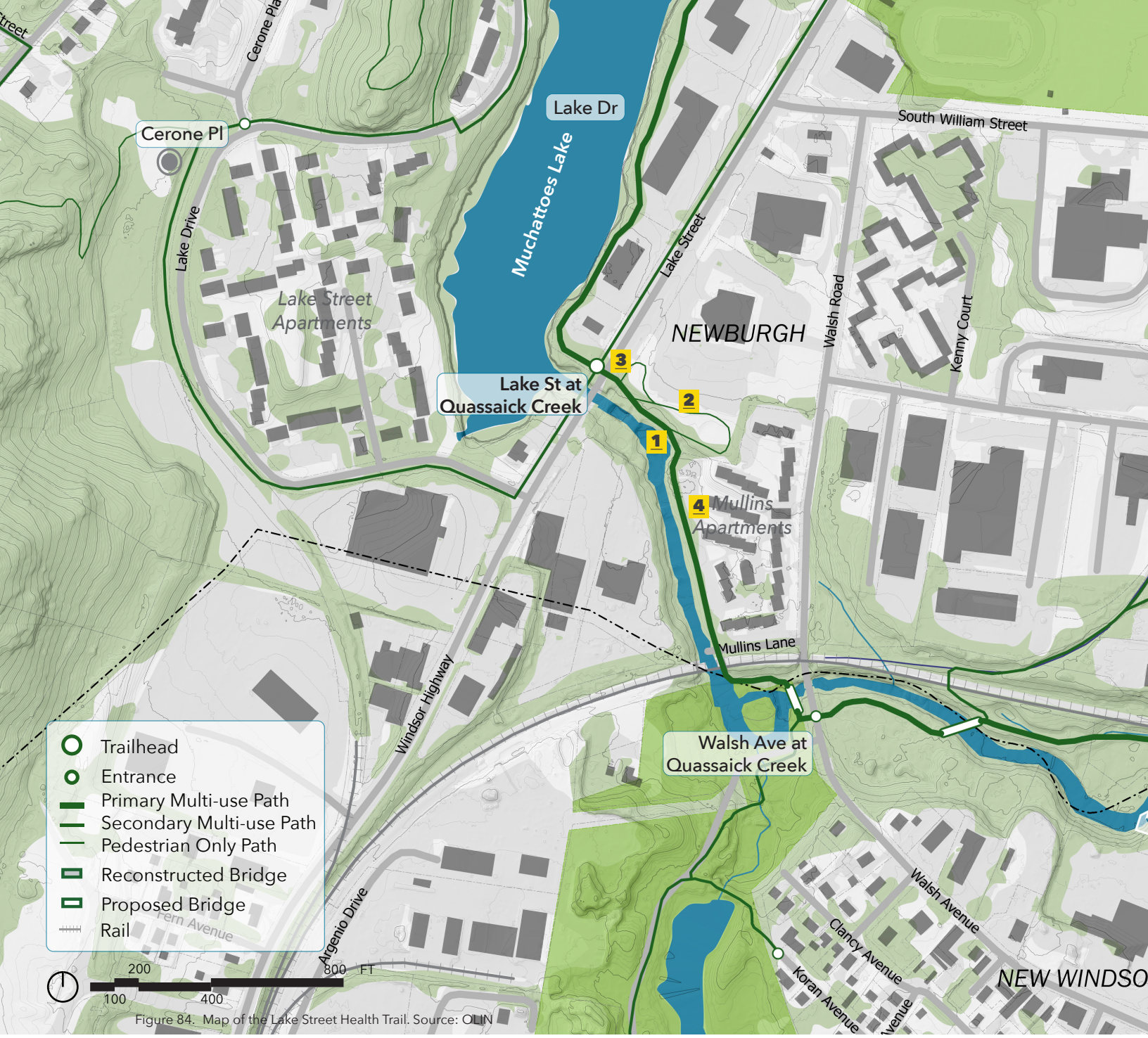

Figure 84. Map of the Lake Street Health Trail. Source: OLIN

PROGRAM OPPORTUNITIES

- **Shade and seating**
- **Multi-use trail:** demonstration greenway and ADA walking loop trail
- **Multi-use trail:** new trail from Mullins Courtyard Apartments to Lake Street
- **Nature play area**
- **Habitat:** tree and native planting
- **Habitat:** creek realignment and habitat restoration
- **Signage:** informational, interpretive, and wayfinding signage

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Figure 85. Conceptual rendering of the Quassaick Creek Greenway Snake Hill Connections Opportunity Site

OPPORTUNITY SITE:

SNAKE HILL CONNECTIONS

Existing trails at Scenic Hudson's Snake Hill Preserve offer unique access to unfragmented forest in Newburgh and New Windsor with sweeping views of the river and Hudson Highlands. Expanded trail access and community programming near Crystal Lake would enhance access to water in the corridor and the biodiversity found at Snake Hill Preserve. Here, the Greenway could offer improved access to existing and community uses at the Sanctuary Healing Gardens, uphill hiking trails to the Snake Hill summit, and a popular recreational fishing site.



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OPPORTUNITY SITE: SNAKE HILL CONNECTIONS

Snake Hill Preserve and the Sanctuary Healing Gardens at Crystal Lake are existing community programs and destinations along the Greenway. The project here amplifies existing community initiatives, leverages existing parks and trails in the implementation of the Greenway, and extends the Greenway to parks in New Windsor. Crystal Lake was once a community lakeside attraction for leisure and gathering; this history can be tied to the future social infrastructure of a community gathering space that connects to unique destinations along the Greenway, accessible from multiple neighborhoods.

Envisioned improvements include expanding the parking area, adding interpretive signage and trail kiosks, providing seating and bike infrastructure, and highlighting the vegetation as it transitions from the riparian corridor to the forested uplands of Snake Hill.

Existing Conditions

- Biodiversity Assessment: According to the Hudsonia Biodiversity Inventory, the Snake Hill Connection site includes the largest intact area of Upland Hardwood Forests found in the project area with Scenic Hudson's Snake Hill Preserve. Amongst the woodlands the top of the hill is marked by Rocky Barrens, while the west side of the hill includes Hardwood and Shrub Swamps that are part of the drainage leading to the impoundment of Crystal Lake. Some of the highest occurrences of rare species of plants, animals, and insects were observed in the Snake Hill area.

- Environmental Conditions: Anecdotally, the water quality of Crystal Lake could be improved, and there has been community desire to implement restoration or enhancements. Trees for Tribs planting has been implemented along the banks of Crystal Lake near Sanctuary Healing Gardens by the QCWA. No lake improvements can be implemented until property encroachments of the lake property have been resolved by the City of Newburgh.

- Utilities/Infrastructure: A water tower is located on the slopes between Snake Hill Preserve and the Ellis Ave Development. Roads in the area that can provide on-street Greenway connections are too steep to be considered ADA compliant. Other utility infrastructure has not been found in publicly mapped resources; coordination with the City of Newburgh will be necessary to identify utilities.

Management Strategy

- Management will focus on trail conditions, management of debris and litter.
- Programming will predominantly focus on the trail use itself.
- Parking and cycling will need consideration, as well as lighting and minimal monitoring of the trail.
- Biodiversity assessments, water quality monitoring, native plantings and erosion control are envisioned as periodic or seasonal opportunities tied to community partnerships.

Next Steps and Recommended Investigations

- Due diligence by the City of Newburgh to resolve property encroachments on City land. Once encroachments are resolved, next steps in park dedication, open space planning, and community engagement will be possible.
- Feasibility study for expanding parking in a way that does not disturb the lake or riparian buffer areas.
- Water quality and sediment testing of the lake. Explore water quality improvements and vegetation buffer enhancements, including wetland edge creation.
- Continue work with active development projects and private property owners in the area to integrate Greenway alignment into site planning and approval processes.
- Conduct traffic and accessibility studies for on-road portions of the Greenway to implement the most accessible routes, where possible, and safe designation of bike and pedestrian routes.

Key Partners / Stewards

- City of Newburgh
- Newburgh Wants a Park / Sanctuary Healing Garden
- Scenic Hudson
- Private Developers

Ecological Opportunities

A	**Water quality improvements**
B	**Buffer and wetland edge plantings**

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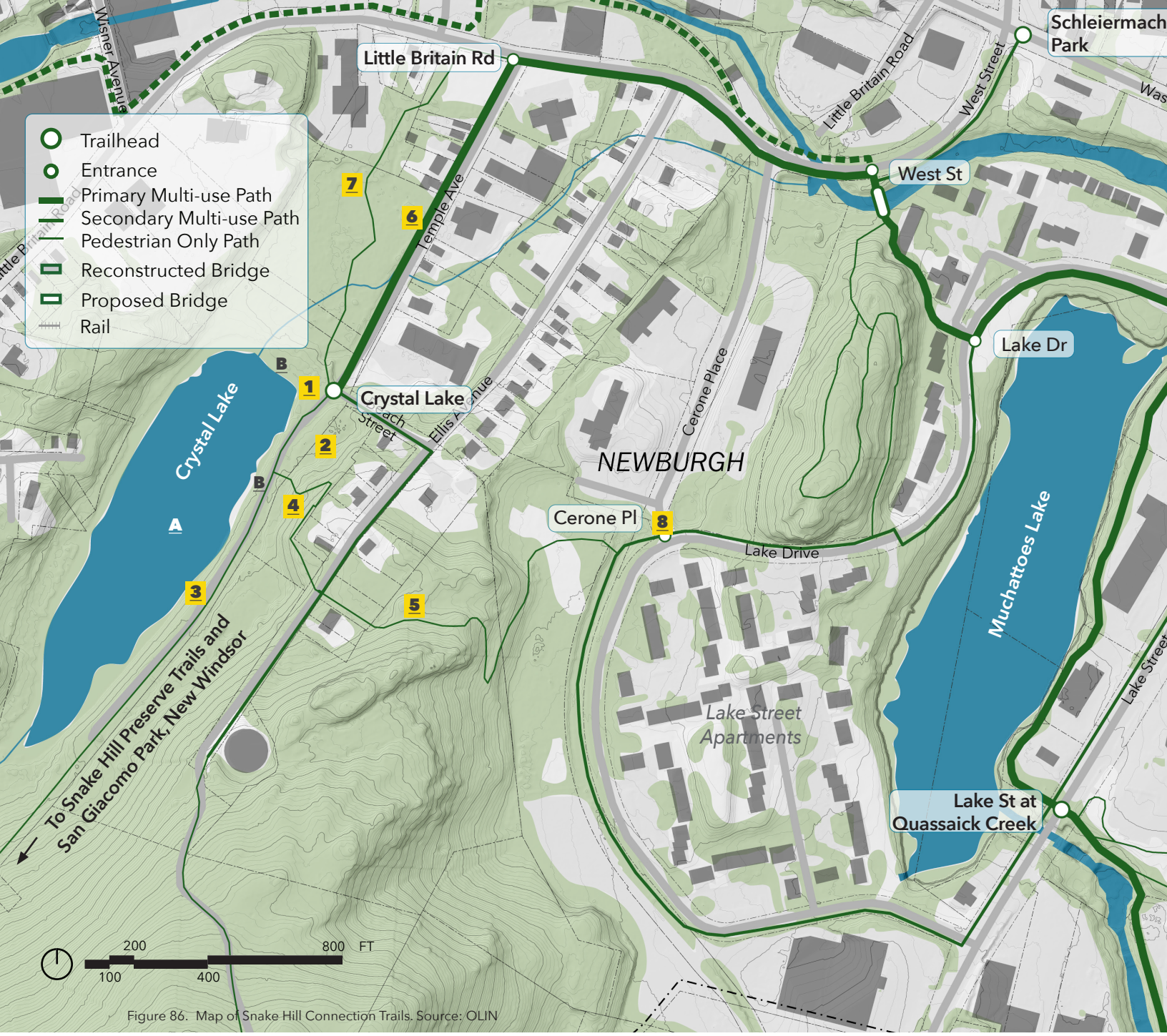

Figure 86. Map of Snake Hill Connection Trails. Source: OLIN

Trail Segments and Trailheads

1	Crystal Lake Trailhead
2	Sanctuary Healing Gardens
3	Existing Snake Hill Trail
4	Proposed Connection from Ellis Ave
5	Proposed trail integrated with Ellis Ave Housing Development
6	On-Street Trail at Temple Ave
7	Future Connection to Little Britain Road

PROGRAM OPPORTUNITIES

- Shade and seating
- Snowshoeing and mountain biking
- Integration with community programming
- Recreational fishing
- **Habitat:** tree and native planting, plus conservation
- **Multi-use trail:** new trail along Temple Ave
- Signage: new welcome, informational, and wayfinding signage
- **Views:** dramatic viewshed

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Other References available from Scenic Hudson:

Quassaick Creek Greenway Feasibility Study, Thread Collective and MUD Workshop, April 2023

Quassaick Creek Biodiversity Report and Inventory, Hudsonia, November 2025

Bibliography of Past Projects

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NEWBURGH COMMUNITY LAND BANK

BALANCING PRESERVATION, EQUITY, AND REVITALIZATION

www.newburghcommunitylandbank.org

MISSION

Newburgh Community Land Bank believes we play a unique role in community revitalization. Our mission is to stabilize and revitalize abandoned properties in order to sustain and stimulate a more equitable and inclusive community.

Formed by the City of Newburgh in 2012
to address vacant properties
pursuant to the NY Land Bank Act

We are both a NY Public Authority and 501(c)(3) nonprofit corp.

We were the one of the first 5 land banks to form in NY state.
There are now 32 land banks throughout New York.

NCLB IMPACT SINCE 2012

- Over **$14.5 million** directly invested in properties by NCLB
- Over **$73.3 million** leveraged in private and public dollars
- Over **$39.1 Million** in assessed value returned to tax rolls
- **138 properties** acquired (mostly from City of Newburgh)
- **119 properties** activated and restored
- **260 units** of housing generated + **87** more in development
- 88% of units have affordability requirements below market rate
- **46 homeowner** units created + 34 more in development
- Concentrated improvements in highest need neighborhood
- Significant reduction in vacancy in the neighborhood (Lander St > 30 properties reactivated)
- Stimulated improvements & investment in surrounding neighborhood

NCLB IMPACT MAP

HABITAT FOR HUMANITY

RUPCO EAST END

NCLB HOUSE TO HOME / OTHER

RUPCO EAST END II

NCLB IN PROGRESS



HUDSON RIVER

www.newburghcommunitylandbank.org

NCLB PROGRAMS & PARTNERSHIPS

HOUSE TO HOME:

- Sold 12 fully renovated properties on Lander, Johnston, S Miller and Farrington to Black, Latino, and local homebuyers creating both first-time homeownership and local landlord opportunities.
- Started rehabs of 4 more two- & three-family homes in 2025

AFFORDABLE RENTAL:

- Lander and Campbell Project: 12 affordable rental units and 2 commercial- in progress
- RUPCO East End I & II: 106 units of affordable rentals and community space
- 104 and 143 Washington- 37 units

HABITAT FOR HUMANITY PARTNERSHIP

- We have successfully partnered with Habitat on 25 properties for homeownership to date. Most recently at 223-225-227 Third St.

INFILL DEVELOPMENT:

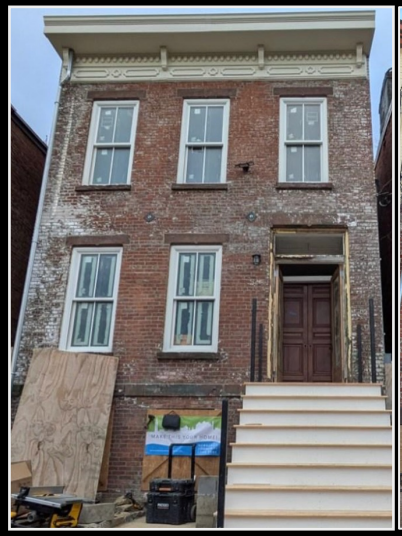
- Lander St Lots: Developing Affordable Housing Cooperative – over 30 units, parking and commercial on 5 contiguous lots
- Designing innovative modular construction to be energy efficient and using sustainable materials
- 104 and 143 Washington St projects

BUILDING STABILIZATION



We performed stabilization work in several properties in 2025 to ready them for full scale renovation

HOUSE TO HOME 2024-2025





39 S. Miller St and 136 Lander St.

We have completed 12 homes to date.
2-3 family homes with owner occupant

In 2024 and 2025 we completed and sold 4 homes

Project cost = $3.6 Million

Funding from:
NY State Housing Trust Fund
Orange County Community Development
Community Preservation Corporation loans &
NY Land Bank Initiative funding



59 & 63 Lander

Total cost per home: $899,000
NY State subsidy: $450,000
Orange Cty subsidy: $100,000
Land Bank Initiative: $55,000
Purchase price: $294,000

Construction loan owed: $256,000

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HOUSE TO HOME- IN PROGRESS



140 Chambers



11 S. Miller



128 Dubois



238 First

- 4 more homes with accessory rental units
- 11 units of housing total
- In planning stages and securing financing
- Completed stabilization work on 140 Chambers, 128 Dubois and 11 S. Miller totaling **$712,817**
- Completed drawings and ARC approval
- In process of securing financing to do full rehab

72-76-78 LANDER STREET







72-76-78 Lander St.

Partnership with the City of Newburgh, the current owners of these properties, to create:

- 12 units affordable rental housing
- 2 street level commercial space.
- 7 off street parking and driveways
- Streetscape enhancement

Restore NY funding ($1.45 Million) previously secured by the City will be complemented by other State and private funding.

Additional lots added to the project:

- 61 Campbell (City owned)
- 80 Lander (Habitat swap)

Starting site plan review process with Planning Board

Stabilization and Asbestos remediation almost complete at 72 and 78 Lander. $470,000 in rehab to date not including other costs

concept design: Open Structure LLC

35-37-39-41-43 LANDER STREET

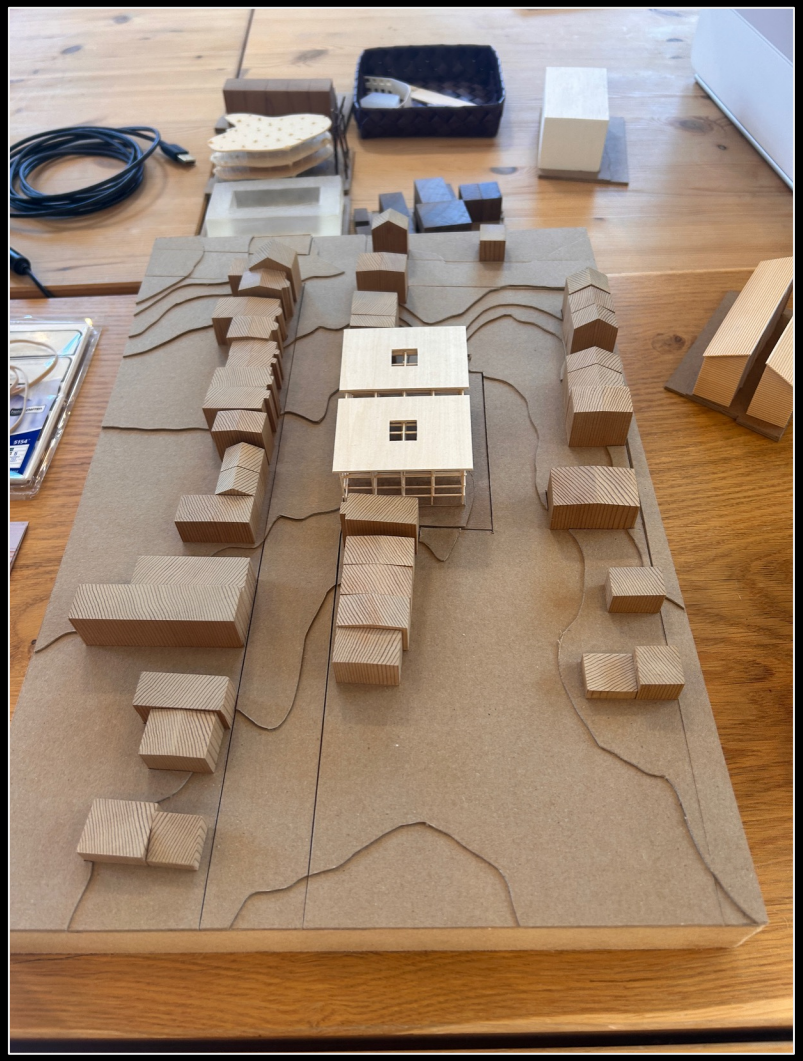
Lander St Ground Up
Construction of a multifamily building with street level commercial space to fill in 5 vacant blocks

Potential for:

- affordable cooperative
- Street level commercial space
- Underground parking
- Streetscape enhancement
- Sustainable modular development
- Locally sourced materials
- Energy efficient design

concept design: Open Structure LLC





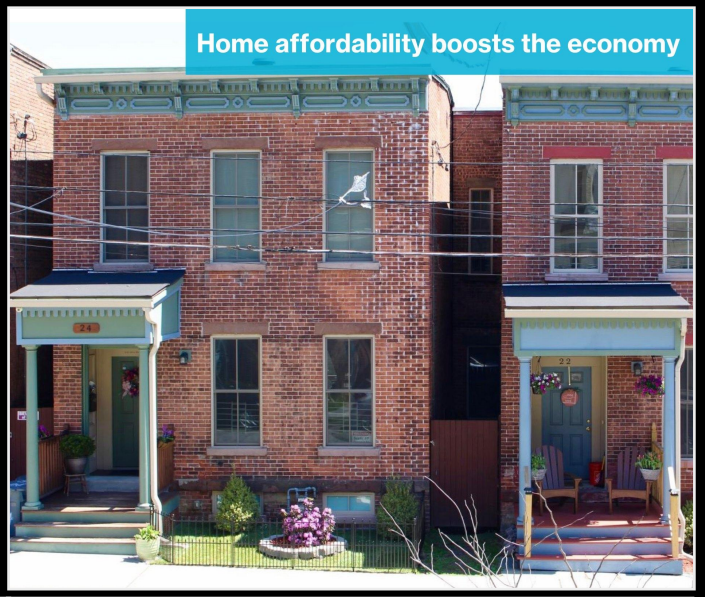
PARTNERSHIP: HABITAT FOR HUMANITY

Newburgh Community Land Bank's partnership with Habitat for Humanity has successfully created 22 affordable homes for owner occupants

In progress:

NCLB is funding the stabilization and remediation of 3 homes that Habitat owns:

223 Third St.
225 Third St.
227 Third St.







PARTNERSHIP: RUPCO
EAST END APARTMENTS



East End II (2022)
East End Apartments (2017)



Investment = $47 Million
106 affordable units and community space
across 35 properties

TREE PLANTING + PLACEMAKING









We collaborated with community groups working to improve the streetscape and sense of place in the City of Newburgh:

- New burgh Tools planted trees along Chambers Street and on Lander.
- Archtober Newburgh walking tour of our transformation of historic buildings on Lander St
- Terrain Biennial- featured artwork on properties in the City

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Greater Newburgh Parks Conservancy Partnership:

We planted trees on Lander St with the GNPC EJ Fellows.
Now we would like to partner with them to convert Small unbuildable lots at First, Gidney, and Chambers into pocket parks and much needed green space



Tree and pollinator planting at 59-63 Lander St Oct 2024

CITY-OWNED PROPERTIES FOR ACQUISITION 2025

The land bank acquired 12 vacant and underutilized properties from the City of Newburgh to continue its Neighborhood Plan developed in 2012. These properties are being incorporated into current projects or will be used for future ones.



68 CAMPBELL STREET – Vacant land parcel – In Rem - $22,500 (2024 assessed value)



161 LANDER STREET
Vacant land parcel – Returned to City of Newburgh 2009



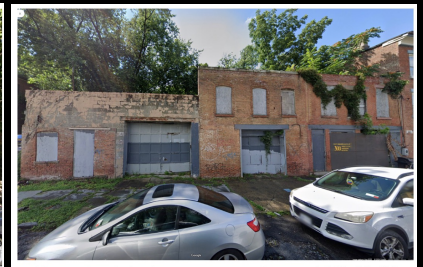
41 LANDER STREET – Vacant land parcel – In Rem - $25,800 (2024 assessed value)
43 LANDER STREET – Vacant land parcel – In Rem - $21,200 (2024 assessed value)



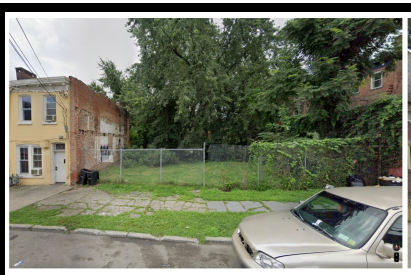
11 SOUTH MILLER STREET – Vacant 1-family building – Sheriff's deed 2023



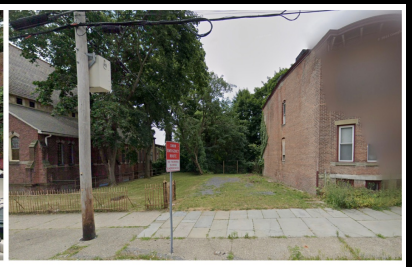
47 Lutheran Street – Residential Shell building on large lot – Sheriff's deed 2024



15 SOUTH JOHNSTON STREET – Vacant – Commercial Shell building – In Rem - $104,000 (2024 assessed value)



7 GIDNEY AVENUE – Vacant land parcel – In Rem - $16,100 (2024 assessed value)



191 SOUTH STREET – Vacant land parcel – In Rem - $23,200 (2024 assessed value)



90 GIDNEY AVENUE
Vacant mixed-use building (between two vacant MSMC-owned buildings – 236 Powell Avenue and 88 Gidney Avenue) – In Rem - $179,600



109 CHAMBERS STREET & 126 THIRD STREET
Vacant land parcels (contiguous) – In Rem -$27,100 (combined 2024 assessed value)



302 Grand Street – Vacant land parcel – Sheriff's deed 2019

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CITY-OWNED PROPERTY ACQUISITION 2025

NCLB Requested properties from list provided Aug 2024			
	Assessed value	**Proposed use**	**Structure or Lot**
90 Gidney Avenue – (8-1-4) Vacant mixed-use building (In Rem - $179,600 (2024 assessed value)	$ 179,600.00	stabilization/rehab- sale to local small landlord- or acquire adjacent buildings for bigger affordable housing project	structure
109 Chambers Street (18-9-10) Vacant land parcel – In Rem - $3,900 (2024 assessed value)	$3,900.00	GNPC- community green space/workforce development program focused on urban forestry (temporarily if infill construction possible)	vacant lot
126 Third Street – (18-9-12.12) Vacant land parcel - In Rem - $6,100 (2024 assessed value)	$ 6,100.00	buildable lot- new construction or side lot	vacant lot
161 Lander Street (18-4-48)– Vacant land parcel – Returned to City of Newburgh 2009	$ -	buildable lot- new construction or side lot	vacant lot
11 South Miller Street – (30-1-24) Vacant 1-family building – Sheriff's deed 2023	$ -	rehab for homeownership (Legacy City Access Program and/or Land Bank Initiative)	structure
15 South Johnston Street –(36-5-9) Vacant – Commercial Shell building – In Rem - $104,600 (2024 assessed value)	$ 104,600.00	stabilization/develop as adapative reuse	structure
7 Gidney Avenue (11-5-3) – Vacant land parcel – In Rem - $16,100 (2024 assessed value)	$ 16,100.00	green space with GNPC-24x65 lot size too small for building	vacant lot
191 South Street (18-2-42)– Vacant land parcel – In Rem - $23,200 (2024 assessed value)	$ 23,200.00	buildable lot- new construction or side lot	vacant lot
41 Lander Street (30-4-36)– Vacant land parcel – In Rem - $25,800 (2024 assessed value)	$ 25,800.00	develop affordable homeownership with 35-37-39 Lander-	vacant lot
43 Lander Street (30-4-37)– Vacant land parcel – In Rem - $21,200 (2024 assessed value)	$ 21,200.00	develop affordable homeownership with 35-37-39 Lander-	vacant lot
47 Lutheran Street (29-3-10)– Residential Shell building on large lot – Sheriff's deed 2024	$ -	new construction	structure
221 First Street - (29-5-2) vacant lot - returned to City of Newburgh 2010	$ -	GNPC pocket park	vacant lot
302 Grand Street (10-2-29)– Vacant land parcel – Sheriff's deed 2019	$ -	new construction 40x175	vacant lot
68 Campbell Street (23-2-16)– Vacant land parcel – In Rem - $22,500 (2024 assessed value)	$ 22,500.00	new construction	vacant lot
61 Campbell Street (SBL 23-7-4), Vacant land parcel - In Rem - $4,400 (2024 Assessed value)	$ 4,400.00	parking and construction access for Restore NY project at 72,76 and 78 Lander Street	vacant lot

PROPERTY ACQUISITION COST 2025

Total cost of properties:

$387,404
3 structures
9 vacant lots

Of these:
4 properties were $1 each, including 1 structure and 3 lots

This level of acquisition cost is new for the land bank and cuts into the funding we can use to rehab properties or do infill construction and ultimately impacts the affordability for future owners or renters.

This is above and beyond the high increases in construction and insurance costs

2025 ACCOMPLISHMENTS

This year was productive from many standpoints. We were able to secure funding that enabled us to acquire property, renovate homes and plan for more affordable housing and economic development in our target neighborhood. We sold two homes to first time homebuyers and initiated work on 4 more.

In April 2025, we were awarded another round of funding from New York State's Land Bank Initiative: $2 Million for project related costs plus $200,000 for operating expenses. This support enabled us to continue most of the projects we have had in our pipeline.

We acquired 12 new properties from the City of Newburgh, some of which are being incorporated into current projects and others that will be available for future uses. Due to changes in real property law, we now have to purchase tax foreclosed vacant properties at market rate prices, which we had previously received for a nominal rate from the City.

We finished rehabbing and sold 2 homes to first time homebuyers: 136 Lander and 39 S. Miller, both of which have additional rental units to help the owners with costs. 136 Lander was the 30th property we brought back into productive use on Lander Street to date, leaving very few remaining vacant and abandoned buildings on a street that was once severely abandoned. 39 S. Miller was the 14th house we sold on that block.

In 2025, we also sold 143 Washington to BJH Advisors, a minority and women owned business, who is developing the long vacant building and adjacent lot into 15 units of affordable rental housing, 5 of which are reserved as supportive housing for formerly incarcerated individuals.

We initiated renovations at 4 new homes in our homeownership program: 140 Chambers, 128 Dubois, 11 S. Miller and 238 First. We hope to finish these in 2026 and 2027 and will offer them to first time homebuyers. As with the other homes we have sold previously, they are all 2 and 3 families that will provide rental income to the owner occupants, while increasing the availability of affordable quality rental units in the neighborhood. Converting these long vacant buildings into homes for local owners and renters creates stability in the community. It takes these properties out of the cycle of speculative buying by corporate investors who let the buildings sit for years or sell them at huge markups without doing anything to improve their conditions.

Lander and Campbell St affordable rental project is another transformative project for the neighborhood, which will provide 12 affordable rental units and 2 commercial spaces across 5 properties on the corner of Lander and Campbell Streets. We completed the initial design and structural stabilization plans with our architects and engineer and acquired 2 additional lots to expand the footprint of the project from 3 buildings to include additional parking and an additional 2 units of housing. We remediated asbestos and started structural work and roof replacement at the frigid close of the calendar year at 72 and 78 Lander, while 76 Lander will follow at the beginning of 2026. These buildings have been vacant and increasingly deteriorated for decades.

Lander lots- We now own 5 contiguous lots on Lander St that we have assembled through purchases from both the City of Newburgh and a neighboring church. We hope to develop the City's first affordable housing cooperative to expand ownership options for first time homebuyers, seniors and others looking for affordable and easy to maintain housing. We completed an initial study of new construction building types and massing to fit within the existing streetscape and historic character of the neighborhood, while maximizing the buildable space, parking and other considerations like environmental impact, affordable and sustainable building materials and more. We will continue to develop this project in the coming year.

NCLB continued its partnerships with local organizations such as the Fullerton for Archtober Newburgh 2025, Terrain Biennial, Greater Newburgh Parks Conservancy, Habitat for Humanity of Greater Newburgh and Newburgh Tools

NEWBURGH COMMUNITY LAND BANK

2025 YEARLY REVIEW



NEWBURGH COMMUNITY LAND BANK
15 CHAMBERS STREET, NEWBURGH NY 12550
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INFO@NEWBURGHCOMMUNITYLANDBANK.ORG
WWW.NEWBURGHCOMMUNITYLANDBANK.ORG

PROPERTIES BREAKDOWN:

138 TOTAL VACANT PROPERTIES ACQUIRED

- 90% CITY-OWNED TAX FORECLOSURES
- 6% DONATIONS TO LAND BANK
- 4% PURCHASED FROM OWNER

119 PROPERTIES RESTORED

- 1 NCLB OFFICE
- 4 APARTMENT BUILDINGS
- 28 SINGLE FAMILY RESIDENCES
- 52 MULTI-FAMILY RESIDENCES
- 11 MIXED USE BUILDINGS
- 15 VACANT LOTS (NEW CONSTRUCTION)
- 8 SIDE LOTS

14 PROPERTIES IN PROGRESS

- 4 HOUSE TO HOME
- 5 AFFORDABLE RENTALS
- 5 AFFORDABLE COOPERATIVE HOUSING

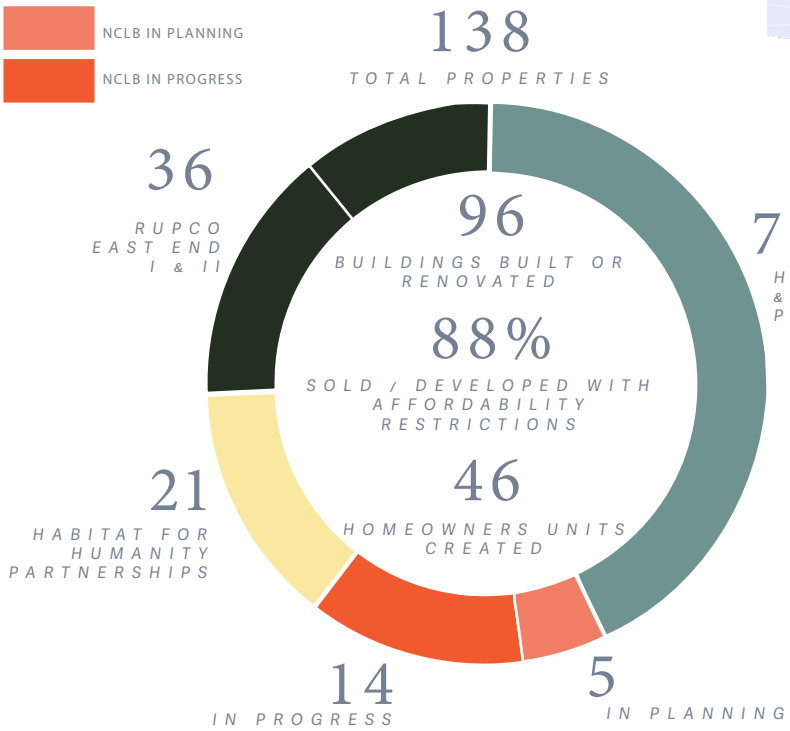
5 PROPERTIES IN PLANNING

- 1 LONG TERM LANDBANKING
- 4 NEWLY ACQUIRED/IN ASSESSMENT



NCLB HOLDINGS:

- HABITAT FOR HUMANITY PARTNERSHIPS
- RUPCO EAST END I&II
- HOUSE TO HOME & OTHER NCLB PROGRAMS
- NCLB IN PLANNING
- NCLB IN PROGRESS



NCLB BY THE NUMBERS:

- $14.5M NCLB FUNDS SPENT ON REHABILITATION OF ABANDONED AND VACANT PROPERTIES
- $73.3M PURCHASER INVESTMENT FUNDS LEVERAGED
- $39.1M ASSESSED VALUE RETURNED TO TAX ROLLS

RESOLUTION NO.: _____ - 2026

OF

APRIL 27, 2026

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF NEWBURGH AND SAVATREE, LLC FOR EMERALD ASH BORER TREE INJECTION SERVICES IN THE AMOUNT OF $2,536.00

WHEREAS, the City of Newburgh has identified nine (9) ash trees in various public areas in the City of Newburgh; and

WHEREAS, the Emerald Ash Borer is an insect with the capacity to destroy otherwise healthy ash trees; and

WHEREAS, the City of Newburgh Conservation Advisory Council ("CAC") wishes to use a portion of its 2026 budget allocation to treat the nine (9) against an Emerald Ash Borer infestation; and

WHEREAS, the City of Newburgh has identified Savatree, LLC as a company with the requisite skill and experience to deliver Emerald Ash Borer tree injection services; and

WHEREAS, the cost of these services will be derived from budget line A.7129.0448.0001 – Tree Planting and Maintenance; and

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

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an agreement with Savatree, LLC to provide Emeral Ash Borer tree injection services in the amount of $2,536.00.

Conservation Advisory Council | City of Newburgh, New York
123 Grand Street, Newburgh, New York, 12550
Phone: (845) 569-7380 e-mail: conservation@cityofnewburgh-ny.gov
www.cityofnewburgh-ny.gov/conservation-advisory-council

Council Members
Chuck Thomas, Chair
Gail Fulton
Zachary German
Chris Knasiak
Lesly Mejia
Justin Rider
Mark Sanchez-Potter

RESOLUTION OF THE CITY OF NEWBURGH CONSERVATION ADVISORY COUNCIL

LET IT BE RESOLVED

At a Conservation Advisory Council ("CAC") meeting held on April 6, 2026, the CAC voted unanimously to use a portion of its annual budget allocation in the amount of $2,536.00 for Emerald Ash Borer treatments for nine (9) public trees in the City of Newburgh.

LET IT BE FURTHER RESOLVED

That the CAC requests the Newburgh City Council enter into an agreement with Savatree to provide Emerald Ash Borer treatments for the nine (9) public trees in the City of Newburgh in the amount of $2,536.00.

Respectfully Submitted,

Chuck Thomas, Chairperson

SavATree Hudson Valley Office
1 Greentown Rd, Buchanan NY 10511
P: 914-402-4521
E: hudsonvalley@savatree.com
Business #: NY Hudson Valley Office #
Business License #14490

Estimate

Prepared By: Jose Caraballo

jcaraballo@savatree.com

Prepared for
Jeremy Kaufman City Of Newburgh
Service Address:
City Of Newburgh
83 Broadway, Newburgh NY 12550
Account Key:
9350675

Date: 4/10/2026
Estimate #: 1640438
Billing Key: 9010637

Recommendations

Plant Health Care Program

Emerald Ash Borer Trunk Injection Treatment **$1,593.00**

This treatment provides excellent control of the devastating Emerald Ash Borer for two growing seasons. It is performed as a trunk injection.
Service Details: Ash Trees Located At :

148 Water St Newburgh
87 Liberty St Newburgh
169 Lander St Newburgh
175 Lander St Newburgh
182 Lander St Newburgh
24 Richman Ave Newburgh

Emerald Ash Borer Trunk Injection Treatment **$943.00**

This treatment provides excellent control of the devastating Emerald Ash Borer for two growing seasons. It is performed as a trunk injection.
Service Details: 3 AshTrees Located at Unico Park Newburgh

Plant Health Care Program **$2,536.00**

TOTAL

Plant Health Care $2,536.00

Note: Included in this program are 2 services for a total of $2,536.00.

This proposal has been provided to you on a confidential basis. We kindly request that neither this proposal nor any of its contents be reproduced or shared with any competitor without the prior written consent of SavATree.

Sales tax, if applicable, will be added to the amounts of this estimate per your local and state tax jurisdiction. Fuel surcharges may apply.

TERMS AND CONDITIONS

Thank you for choosing SavATree! The following terms and conditions, together with the terms, prices, and specifications outlined on your estimate, proposal, and/or services agreement and Plant Health Care and/or Lawn Care Datasheet ("Datasheet"), if applicable for your state, constitute your entire agreement with SavATree, LLC; Lou Giroud Tree Service, LLC; Arborwell, LLC; Barrett's Tree Service, Inc.; Lawns Unlimited, LTD; Atlas Environmental Services, LLC; and all related DBAs (collectively referred to as "SavATree") ("Agreement").

PERFORMANCE BY SAVATREE – Our Plant Health Care and Lawn programs are designed to manage and not eradicate weeds, insects, mites, disease and deer browsing. Horticulturally tolerable levels of insects, mites, disease and deer browse may still be present after treatments. Epidemic infestations may require additional visits at additional cost to you, pending your approval.

Each time we are on your property, an evaluation card will be left or emailed indicating the service(s) performed and, if necessary, any additional recommendations and precautions to be observed. Remeasurement of your lawn, trees or shrubs may also be done if there is a discrepancy between the original estimate and the actual square footage or product(s) required. You will be notified of any price adjustments for future services.

Work crews will arrive at the job site unannounced unless otherwise noted herein. The Datasheet provides approximate and alternate dates of our service. SavATree shall not be liable for damage or losses due to delays for weather or causes beyond our control, or for failure to observe precaution notices. By accepting this Agreement and engaging our services, you accept that every day during the Agreement's term is a day on which applications may be applied, and you are continuously on notice that SavATree will perform applications on any day during the term of this Agreement if any other day becomes unnecessary or infeasible for performance (due to weather, scheduling conflicts, or weed, insect, mite and disease cycles) in which case you waive SavATree's performance on such a day. Absent extraordinary circumstances, you request that SavATree not further contact you concerning dates of application as such further contact would be a burden to you.

You understand that, in connection with rendering our services to you, SavATree may be required to bring trucks and other heavy equipment onto your driveway and other parts of your property. SavATree operates under the assumption that any and all parts of your property onto which we must bring such equipment can sustain the presence, weight, and movement of that equipment, and you hereby hold SavATree harmless for, and agree not to bring any claims against SavATree as a result of, any damage or degradation to any part of your property that results from the presence on it of such equipment.

You understand that certain work that SavATree will render for you, such as dismantling large trees, will likely have a visible impact on your lawn and other parts of your property (e.g., divots, holes, sawdust, etc.). While we will do our best to minimize, mitigate, and repair any such impact, you hereby hold SavATree harmless for, and agree not to bring any claims against SavATree as a result of, any such impact on your property.

You understand that after removal of stumps/roots that some shrubs/trees will continue to produce sprouts that may require multiple treatments, at additional cost to you (and at your election), for control and that these treatments may result in damage to nearby plants/shrubs/trees and that you hereby hold SavATree harmless for, and agree not to bring any claims against SavATree as a result of, any damage to nearby plants/shrubs/trees.

The following provision applies to New York and Minnesota clients only: The term of this Agreement shall be for twenty years from the date it is signed by you; however this Agreement may be terminated without penalty at any time by either party. Minnesota clients are required to cancel this Agreement upon sale of property serviced with this Agreement.

WORKMANSHIP – All work is performed in a professional manner by experienced personnel outfitted with the appropriate tools and equipment to complete the job properly. Our work meets and exceeds the guidelines and standards set forth by ANSI (the American National Standards Institute) A300. As part of the Arbor Patrol Program, we may perform some minor deep root watering, minor fertilization and/or minor pruning of insect infested or diseased limbs. Any additional major work to be performed will be evaluated during a follow-up site inspection by an arborist who will submit an estimate, proposal, and/or services agreement for client approval. Recommendations are intended to minimize or reduce hazardous conditions associated with trees. The owner or owner's representative is responsible for the annual scheduling of the required inspection of any supplemental tree support systems.

You have a duty to inspect your property within fifteen (15) calendar days of service and provide written notice within that time of alleged damage of any nature. If written notice is not provided within that time, you agree that any claims alleging damage of any nature and/or rights to withhold future payments under this Agreement are waived.

NO WARRANTIES – Except as expressly set forth in this agreement, no representations, warranties, or guarantees, express or implied, are intended with regard to products used or services performed.

INSURANCE – SavATree is insured for liability resulting from injury to persons or negligent damage to property, and all its employees are covered by Workers' Compensation Insurance. A certificate of insurance is available upon request.

OWNERSHIP – By accepting this Agreement and engaging our services, you warrant that all trees, plant material and property on which work is to be performed are either owned by you or that permission for the work has been obtained from the owner by you. It is further agreed that the property owner or representative shall be responsible for obtaining any and all permits which may be required by local authorities. You hereby agree to defend, indemnity, and hold SavATree harmless from all claims for damages resulting from your failure to obtain such permits and/or your failure to obtain proper permissions for SavATree to perform its services.

TERMS OF PAYMENTS – The total cost estimates within this Agreement are valid for 60 days unless otherwise noted. All invoices are payable upon receipt. A deposit of 50% may be required prior to the commencement of General Tree Care work. Planting and transplanting services require a deposit of 50% at the time of authorization of such services. A finance charge at the maximum rate allowed under applicable state law will be added to invoices after 30 days. Your next service may not be performed if your account is past due. Past due balances void any guarantees and/or warranties. If outside assistance is used to collect the account, you are responsible for all costs associated with the collection including, but not limited to, reasonable attorneys' fees and court costs. Sales tax, if applicable, will be added to the amounts of this Agreement per your local and state tax jurisdiction. Should any terms of this Agreement be amended, subsequent payment for our services shall constitute your written acceptance thereof. The following provision applies to New York clients only: By accepting this Agreement and engaging our services, you accept that the annual program total cost shall increase on January 1st of each year of this Agreement by the annual increase in the CPI (CPI-U) published on www.bls.gov for twelve months ending September 30, unless otherwise agreed, with a minimum annual increase of 1%. Further, you hereby acknowledge that you have received notice of and understand the total cost of SavATree's services.

CONCEALED CONTINGENCIES – You agree to pay SavATree on a time and materials basis for any additional work required to complete the job occasioned by concrete or other foreign matter; stinging insect nests in the tree, trees, or branches; rock, pipe, or underground utilities encountered in excavations; and work not described within this Agreement, or any other condition not apparent in estimating the work specified. You are responsible for advising SavATree regarding the location of underground utilities in the area where work is to be done, including, but not limited to, notifying the proper authorities and marking underground utilities and/or any concealed object. SavATree shall not be responsible for damage to such utilities or concealed objects. Furthermore, SavATree shall not be required to perform any services under this Agreement in the event SavATree deems the conditions are such that its services cannot be safely performed and/or performance becomes impractical.

STATE NOTIFICATION REQUIREMENTS – Certain states require that specific product information be submitted to you. If required, attached to this Agreement is our Datasheet, which provides such information. The Datasheet also can be found at www.savatree.com/ds/index.html. Massachusetts clients should see the Consumer Information Bulletin at www.savatree.com/ds/macnsminfo. You have the right to receive specific date pre-notification for certain applications in certain states. Your written authorization on the Authorization Page of this Agreement waives any pre-notification requirement unless noted otherwise. In New York State, the property owner or owner's agent may request the specific date or dates of the application(s) to be provided and, if so requested, the pesticide applicator or business must inform of the specific dates and include that date or dates in the contract. In Wisconsin: Upon request, any of the following will be provided prior to a pesticide application: brand, product, or common chemical name and a copy of the label of each pesticide that may be applied; date of application (may be provided orally, if you agree); and the name, business address, and telephone number for more information about the application.

LIMIT OF LIABILITY – SavATree's total liability for any losses, damages, and expenses of any type whatsoever incurred by you or any of your guests, tenants, or invitees in connection with or resulting from SavATree's services under this Agreement ("Losses"), which are caused by wrongful acts or omissions of SavATree, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to SavATree hereunder. In no event will SavATree be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to SavATree in advance or could have reasonably been foreseen by SavATree.

FORCE MAJEURE – SavATree shall not be liable for any failure to perform its obligations under this Agreement if such failure is caused by acts of God, earthquake, war, attack, strikes, revolutions, lack or failure of transportation facilities, laws, or governmental regulations or other causes that are beyond the reasonable control of such party.

ARBITRATION – Any dispute, controversy or claim arising out of or relating to this Agreement or the breach thereof, the work performed by SavATree for you, and/or any commission or omission by SavATree, shall be submitted to and determined by arbitration before a single arbitrator pursuant to the Commercial Rules of the American Arbitration Association. The arbitration shall be held at the American Arbitration Association office closest to the site at which SavATree performed the underlying services for you. The arbitration award shall be final and binding. Judgment on the award may be entered in any Court having competent jurisdiction thereof.

CUSTOMER REFERRAL PROGRAM – Word of mouth is our best advertising. When you are satisfied with our services, please tell a friend. Each time you refer a new customer to us who meets with an arborist, we will send you a thank you gift.

YOUR SATISFACTION IS IMPORTANT – Should our service fall short of your expectations, please contact us immediately and we will do everything we can to make it right.

Rev. 1/15/25

DeerTech Terms and Conditions
Thank you for choosing DeerTech! The following terms and conditions together with the terms, prices, and specification outlined on your estimate, proposal, and/or services agreement, and the DeerTech Datasheet ("Datasheet"), if applicable in your state, constitute your entire agreement with DeerTech, a d/b/a of SavATree, LLC.

Performance by DeerTech
Our DeerTech services are designed to reduce and not eliminate deer damage to your property. Some evidence of deer browse may still be evident after treatment and you may still see deer on your property. Work crews will arrive at the job site unannounced, unless otherwise noted herein. DeerTech shall not be liable for damages or losses due to delays for weather or causes beyond our control. By accepting this agreement and engaging our services, you accept that every day during the agreement's term is a day on which applications may be applied, and you are continuously on notice that DeerTech will perform applications on any day during the term of this agreement if any other day becomes unnecessary or infeasible for DeerTech to perform services (due to weather, scheduling, conflicts, or other operational issues), in which case you waive DeerTech's performance on such day. Absent extraordinary circumstances, you request that DeerTech not further contact you concerning dates of application as such further contact would be a burden to you. The following provision applies to New York and Minnesota clients only: The term of this agreement shall be for twenty years from the date it is signed by you; however, this agreement may be terminated without penalty at any time by either party. Minnesota clients are required to cancel this agreement upon sale of property serviced with this agreement.

Each time we are on your property, an evaluation card will be left or emailed indicating the service(s) performed and, if necessary, any additional recommendations. Remeasurement of your lawn, trees or shrubs may also be done if there is a discrepancy between the original estimate and the actual square footage or product(s) required. You will be notified of any price adjustments for future services.

Workmanship
All work will be performed in a professional manner by experienced personnel outfitted with the appropriate tools and equipment to complete the job properly. Any additional major work to be performed will be evaluated during a follow-up site inspection by a DeerTech Specialist who will submit an estimate, proposal, and/or services agreement to you for approval. **You are** responsible for advising DeerTech regarding the location of underground utilities in the area where work is to be done. DeerTech shall not be responsible for damage to such utilities unless the location has been indicated prior to the commencement of work. No guarantees are intended or implied with regard to work product.

Insurance
DeerTech is insured for liability resulting from injury to persons or negligent damage to property, and all its employees are covered by Workers' Compensation Insurance. A certificate of insurance is available upon request.

Ownership
By accepting this agreement and engaging our services, you warrant that all trees, plant material and property on which work is to be performed are either owned by you or that permission for the work has been obtained from the owner by you. It is further agreed that the property owner or representative shall be responsible for obtaining any and all permits which may be required by local authorities. You hereby hold DeerTech harmless from all claims for damages resulting from your failure to obtain such permits.

Terms of Payments
The total cost estimates on the front of this agreement are valid for 60 days unless otherwise noted. All accounts are payable upon receipt of invoice. A finance charge at the maximum rate allowed by applicable state law will be added to accounts thirty days after the invoice date. Your next treatment may not be performed if your account is past due. The following provision applies to New York clients only: By accepting this agreement and engaging our services, you accept that the annual program total cost shall increase on January 1st of each year of this agreement by the annual increase in the CPI (CPI-U) published on www.bls.com for the twelve months ending September 30th unless otherwise agreed and you hereby acknowledge that you have received notice of and understand the total cost of DeerTech's services. Such increase shall not be less than 1%.

This estimate, proposal, and/or services agreement is not considered a binding agreement until accepted by an authorized manager of DeerTech. Failure to pay any outstanding balance due within 60 days will result in a suspension of service.
DeerTech reserves the right to remove leased ultrasonic units from any property with an outstanding balance over 90 days. Past due balances void any guarantees. If outside assistance is used to collect the account, the client is responsible for all costs associated with the collection including, but not limited to, reasonable attorney fees and court costs. Sales tax, if applicable, will be added to the amounts of this estimate, proposal, and/or services agreement per your local and state tax jurisdiction. Should any terms of this agreement be amended, subsequent payment for our services shall constitute your written acceptance thereof.

Concealed Contingencies
You agree to pay DeerTech on a time and materials basis for any additional work required to complete the job occasioned by concrete or other foreign matter; stinging insect nests in the tree, trees, or branches; rock, pipe, or electrical lines encountered during installation; and work not described in this agreement, or any other condition not apparent in estimating the work specified.

State Notification Requirements
Certain states require that specific product information be submitted to you. Part of this agreement is our Datasheet, which provides such information. The Datasheet can be found at www.savatree.com/ds/index.html; Massachusetts clients should see the Consumer Information Bulletin at www.savatree.com/ds/macnsminfo.You have the right to receive specific date pre-notification for certain applications in certain states. Your written authorization on the authorization page of this estimate, proposal, and/or services agreement

waives any prenotification requirement unless noted otherwise. In New York State: The property owner or owner's agent may request the specific date or dates of the application(s) to be provided and, if so requested, the pesticide applicator or business must inform of the specific dates and include that date or dates in the contract. Wisconsin clients hereby consent to receiving electronic pre-notification of materials to be used on their property via the Datasheet link listed above.

Agreement Duration and Renewal
By accepting this agreement and engaging our service, you are entering into an agreement with DeerTech to provide our patented Three Circles Of Protection that includes the installation and lease of the DeerTech ultrasonic system. This contract is for a 12-month duration with an Automatic Renewal Provision. DeerTech will automatically renew your subscription on the 12-month anniversary of your installation to ensure that there is no interruption of your services. DeerTech will charge your account automatically at the then current renewal rate using the payment information we have on file for your account. Unless you provide DeerTech 30 days prior notice that you are cancelling your subscription, we may renew your subscription without further authorization from you. Please contact our local branch office to cancel your automatic renewal or change your payment method.

Limit of Liability
SavATree's total liability for any losses, damages, and expenses of any type whatsoever incurred by you or any of your guests, tenants, or invitees in connection with or resulting from SavATree's services under this Agreement ("Losses"), which are caused by wrongful acts or omissions of SavATree, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to SavATree hereunder. In no event will SavATree be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to SavATree in advance or could have reasonably been foreseen by SavATree.

Warranty
DeerTech will warranty for a 2-year period the full replacement of the ultrasonic units, the low voltage power transformer, and the mounting system against installation or product defect. The warranty is in effect from the date of installation and covers any product malfunction resulting from a manufacturing defect. This warranty does not cover damage to the system caused by natural disasters or accidents which are subject to the current DeerTech repair charges. DeerTech is not responsible for any deer-related destructions that may occur to plants. The DeerTech System has an expected life of 10 years, at that point if there is an ultrasonic unit failure, your option would be to upgrade the system, at the homeowner's expense.

Arbitration
Any dispute, controversy or claim arising out of or relating to this agreement or the breach thereof, the work performed by DeerTech for you, and/or any commission or omission by DeerTech, shall be submitted to and determined by arbitration before a single arbitrator pursuant to the Commercial Rules of the American Arbitration Association. The arbitration shall be held at the American Arbitration Association office closest to the site at which DeerTech performed the underlying services for you. The arbitration award shall be final and binding. Judgment on the award may be entered in any Court having competent jurisdiction thereof.

Customer Referral Program
Word of mouth is our best advertising. When you are satisfied with our services, please tell a friend. Each time you refer a new customer to us who meets with a DeerTech representative, we will send you a thank you gift.

Your Satisfaction is Important
Should our service fall short of your expectations, please contact us immediately and we will do everything we can to make it right!

DeerTech® is a registered trademark of DeerTech, LLC Rev. 4-2-2020

RESOLUTION NO.: _____-2026

OF

APRIL 27, 2026

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PAYMENT IN LIEU OF PAVING FROM CENTRAL HUDSON GAS & ELECTRIC CORPORATION

WHEREAS, Central Hudson Gas & Electric Corporation ("Central Hudson") recently replaced several gas main and service lines to individual homes and businesses along Benkard Avenue; and

WHEREAS, Central Hudson was obligated to pave the affected street upon completion of its gas main and service line replacement project; and

WHEREAS, the City of Newburgh prefers to manage the street paving in the affected areas, owing to other upcoming City infrastructure projects; and

WHEREAS, Central Hudson has offered payment to the City of Newburgh in lieu of its paving obligation in the amount of $23,740.00; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to accept this payment in lieu of paving from Central Hudson; and

WHEREAS, this payment in lieu of paving shall be used to increase revenue budget line A.0000.2703.0000.0000 – DPW purpose Revenue, and expense budget line A.5110.0206.0000.0000 – Highway Resurfacing.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City of Newburgh authorizes the acceptance of a payment in the amount of $23,7400.00 from Central Hudson in lieu of Central Hudson's paving obligation in the general area of Benkard Avenue, and the City Manager is hereby authorized to execute documents to effectuate the acceptance of said payment from Central Hudson.

Phil Schwer
Manager
Gas Project Construction

April 14, 2026

Mr. Jason Morris
Interim City Manager
City of Newburgh
83 Broadway
Newburgh, NY 12550

Dear Mr. Morris,

This letter confirms discussions regarding payment to the City of Newburgh for final asphalt restoration totaling approximately 11,870 square feet, as detailed in the attached spreadsheet. This work is required because of excavation performed by Central Hudson to replace existing natural gas mains and service lines along Benkard Avenue.

It has been agreed that payment will be issued by check in the amount of $23,740.00 payable to the City of Newburgh. Should any future settlement occur as a result of improper compaction, Central Hudson will ensure that the affected areas are remediated promptly. This letter of agreement applies solely to the final top-course pavement.

Please return a signed copy of this letter at your earliest convenience to ensure prompt payment.

Sincerely,

Philip Schwer
Manager, Gas Project Construction
Central Hudson Gas & Electric Corp.

Your signature below certifies acceptance of the above terms.

_____ Date: _____

284 South Ave
Poughkeepsie, NY 12601

(845) 452-2000
Direct: (845) 486-5824
email: pschwer@cenhud.com
www.CentralHudson.com

RESOLUTION NO.: _____ - 2026

OF

APRIL 27, 2026

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF NEWBURGH AND SECURITAS TECHNOLOGY CORPORATION FOR ENTRY DOOR REPAIRS AND UPGRADES AT 123 GRAND STREET IN THE AMOUNT OF $5,182.00

WHEREAS, the City of Newburgh requires repairs and upgrades to the entry doors located at 123 Grand Street; and

WHEREAS, the City of Newburgh has identified Securitas Technology Corporation as a company with the requisite skill and expertise to provide the materials, make necessary repairs, and install upgrades to the entry door system at 123 Grand Street; and

WHEREAS, the cost of these services will be derived from A.1620.0448 – Vendor Services; and

WHEREAS, this Council has determined that entering into an agreement with Securitas Technology Corporation 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 an agreement with Securitas Technology Corporation to make repairs and upgrades to the entry doors located at 123 Grand Street in the amount of $5,182.00.

Securitas Technology

Prepared For

CITY OF NEWBURGH - NEWBURGH, NY - S2 Support Update

Camile Mohammed
CITY OF NEWBURGH

, ,
Phone:
nrodriguez@cityofnewburgh-ny.gov

Prepared By

Securitas Technology Corporation

3800 Tabs Drive
Uniontown, OH 44685
Andy O'Reilly
System Integration
Phone:
andy.oreilly@securitas.com

Project Site

CITY OF NEWBURGH
123 GRAND ST
NEWBURGH ,NY ,12550-4678
Phone: (845) 569-7365

Why Choose Us

We See Electronic Security Differently

We understand that selecting a partner for your electronic security is a key business decision, and we thank you for the opportunity to present this proposal. We are proud to be a trusted advisor to thousands of organizations in over 40 countries across the globe.

Why? Because we see electronic security differently.



73%

Of Clients Have Been with Us for 6+ Years*

Client Engagement

Working hand in hand with your business, we serve not only as your specialist security provider, but as a **security technology partner and trusted advisor** you can rely on for a bespoke, personalized client experience over the long term.

Innovation

Our **sharp focus on innovation, strategic partnerships with industry leaders, and expansive knowledge** of security products, integrations, engineering processes, and design applications enables us to create the security systems of tomorrow, today.



30+

Strategic Global Technology Partners



5,000+

Highly Skilled Technicians Worldwide

Installation

The depth and breadth of our solutions is surpassed only by the proficiency of our installation teams. From project initiation to completion, our skilled designers, engineers, technicians, and project managers follow centralized processes to deliver **outstanding installations and system integrations.**

Service and Maintenance

Service excellence is embedded within our DNA. By providing a comprehensive service and preventative maintenance program delivered by thousands of technicians across multiple countries,
we are nearby when our clients need us most.



1M+

Service Calls Handled Per Year



50M+

Monitoring Signals Handled Annually Across the Globe

Monitoring Services

From our **44 industry-leading monitoring centers worldwide, staffed with 2,000+ highly trained operators,** we offer you the widest spectrum of interactive alarm, video monitoring, and remote services available today.

Advanced Services

From security technology life cycle management to our **SecureStat HQ™ digital platform, we take the complexity out of security management** with our extensive range of remote, hosted, cloud, embedded, and advanced
managed services.



80,000+

Registered Users of SecureStat HQ™ and Growing

Certifications

SOC Certification

Securitas Technology has achieved Service Organization Control (SOC) 2 certification for adherence to a strict set of five "trust principles," including security, privacy, availability, processing integrity and confidentiality.

SAFETY Act Designation

After an extensive review by the Department of Homeland Security (DHS) of the service standards adopted and followed by Securitas Technology, the DHS awarded Securitas Technology SAFETY Act protection (Designated).

TMA Five Diamond Designation

Our alarm monitoring network is UL, ULC, UL2050 and TMA Five Diamond certified – the latter of which is granted by The Monitoring Association (TMA) to monitoring centers that meet "five points of excellence."

Top 5 Reasons Why Our Clients Choose Us

*Based on data collected from the Securitas Technology 2023 Global Client Survey with 2,369 responses worldwide.

1. **Service Maintenance and Repair Capabilities**
2. **Reputation / Brand and Specialized Expertise**
3. **Sales Relationship / Account Management**
4. **Installation and Project Management Capabilities**
5. **Monitoring Services and Remote Services Capabilities**

> With our global footprint, local operations, scalable systems, personalized services, and intense focus on operational excellence, we are uniquely positioned to be the best technology partner in the industry.

Tony Byerly,
Global President,
Securitas Technology



Sustainable Security Initiative

Securing a More Sustainable Future, Together

Securitas Technology is working together with our clients and industry partners for a more sustainable future **in three key areas.**



In Our Operations:

Science Based Targets

Securitas AB, our corporate parent, is the first global security solutions company to have its sustainability targets validated by the Science Based Targets initiative (SBTi). The company has committed to reducing absolute scope 1, 2, and 3 greenhouse gas emissions by 42% by 2030 from a 2022 base year, aligned to the 1.5-degree goal set by the Paris Agreement and endorsed by the SBTi.



With Our Industry Partners:

Emissions Data

Energy consumption is the largest component of the lifetime environmental impact of electronic security devices. Securitas Technology is documenting energy consumption and CO_2 equivalent (CO_2e) in every proposal, bringing an important awareness and choice to our clients.



For Our Clients:

Remote Services & Insights

Securitas Technology is committed to offering the widest range of remotely delivered services that reduce or eliminate travel to sites and the associated emissions. In addition, we help clients leverage their security infrastructure to reduce energy use.

SCIENCE BASED TARGETS
DRIVING AMBITIOUS CORPORATE CLIMATE ACTION

Scope:

UPDATE NETBOX WALL MOUNT CONTROLLER
HARDWARE UPGRADE. BEFORE INSTALL TECH WILL BACK UP DATA BASE.
INSTALL CONTROLLER AND RESTORE.
SOFTWRE WILL THEN BE UPDATED TO CURRENT VERSION.

INCLUDES 2 YEAR
HARDWARE WARRANTY.

ALL TESTING AND PROGRAMMING

Securitas Technology

1 .Proposal Schedules

Material Schedule :

Material Line Items

Manufacturer	Part Number	Qty	Unit Price	Total Price
Lenel S2 SUSP PLAN - EXPRIRED TIER 1; 1-32 READERS	**S2-SUSP-EXP1**	**1**	**$778.50**	**$778.50**
S2 FORWARD NETBOX 4-PORTAL WALL MOUNT HARDWARE UPGRADE	**S2-F-NB4-E2R-WM**	**1**	**$2,964.36**	**$2,964.36**

Group Subtotal:
$3,742.86

Material Schedule Subtotal:
$3,742.86

Labor Schedule

Categories	Hours	Hourly Rate	Extended Sell
Project Supervision	1.00	182.00	$182.00

Labor Schedule Subtotal:

$182.00

Subcontracting & Cable Schedule

Categories	Qty	Unit	Price
S2 Tech Onsite For Install and Programming			$1,257.14

Additional Cables and Locks:

SubContracting & Cable Schedule Subtotal:

$1,257.14

2 .Purchase Investment Summary

Pricing Breakdown

Material Schedule:	**$3,742.86**
Labor Schedule:	**$182.00**
Subcontracting & Cable Schedule:	**$1,257.14**
	Total:
	$5,182.00

*Prices quoted do not include Sales or Use tax. Applicable Sales and Use tax will be added to the quoted prices.

Billing Terms:

100% Upon completion of Installation. Payment Terms: Due Upon Receipt.

This Proposal is valid for 30 days, unless revoked earlier by Securitas Technology.

Tariff Price Provision:

The parties acknowledge and agree that the imposition of tariffs has or may cause disruption in the supply chain and/or cause price increases. These may be imposed with little or no notice. To account for this possibility, the parties agree that the following provision shall supersede and control over any conflicting provision contained in the contract or Master Services Agreement between the parties.

Securitas Technology may, upon notice to Client (email notice shall be sufficient), increase the prices herein to account for any increase in the prices Securitas Technology pays for the products, hardware, equipment, or other goods referenced herein that occur between the date of this proposal and the date such products, hardware, equipment, or other goods are delivered to Client. Client agrees to pay such increased prices in accordance with the payment terms set forth herein.

Thank you for the opportunity to provide this proposal. Please sign, date and return the proposal in its entirety to

Email: andy.oreilly@securitas.com

Please issue any Purchase Order or other contract documents to Securitas Technology Corporation

Client Expected Completion Date:

This Agreement shall not become binding on Securitas Technology Corporation until approved and accepted by Securitas Technology Corporation management as provided below.

Seller:	**Buyer:**
Securitas Technology Corporation	CITY OF NEWBURGH
Company	Trade, partnership or corporate name if different from above.
Albany NY	
Address	Address
Andy O'Reilly, System Integration	Camile Mohammed
Account Representative Name & Title	Name & Title
Securitas Technology Corporation Management	Authorized Signature Date

Securitas Technology Corporation Date

Management Signature

4. Sustainability Summary



Securitas Technology is working together with our clients and industry partners for a more sustainable future.

This proposal includes a CO_2 equivalent (CO_2e) calculation so that you can better understand the environmental footprint of the proposed solution. Contact us if you would like to discuss other more sustainable options.

Manufacturer	Part Number	Qty	Annual CO2e (lbs.)
Lenel	S2-SUSP-EXP1	1	Not Available
S2	S2-F-NB4-E2R-WM	1	Not Available

This is equivalent to these offset actions:[2]

- CO_2 sequestered annually by **0.00 acres of mature forest**
- CO_2 avoided through **0.00 tons of waste recycled instead of landfilled**

[1]Annual emissions are calculated based on energy consumption for the solution in use 24 hours a day, multiplied by the emissions factor for electricity generated in the United States.

[2]Source: Environmental Protection Agency, Greenhouse Gas Equivalencies Calculator

Terms and Conditions

1. GENERAL - This document and all pages or other items attached hereto, (hereinafter called the Document, Contract, Agreement or Proposal) will constitute a contract between Securitas Technology Corporation (hereinafter STC) and the Buyer (as listed on the attached) when accepted by STC. If the Buyer issues an order instead of executing this Document and said order references this Document, then this Document shall be deemed to have been signed by the Buyer and any of the terms or provisions of the Buyer's order which are in any way inconsistent with or in addition to the terms and conditions in this contract shall not be binding on either party unless accepted in writing by STC's authorized representatives. Buyer acknowledges and agrees that it has read, understands and agrees to all of the terms and conditions in this Document and agrees to purchase, license, or lease all of the equipment and/or services described herein at the prices and payment terms contained herein. STC's Proposal is valid for a period of thirty (30) days from the date of the Proposal.

2. DELIVERY - Delivery quoted was based on the best information available from the manufacturers and/or STC's current inventory at the time of Proposal. STC is not responsible for any delays in shipments from manufacturers or changes in STC's inventory level between time of Proposal and receipt of order or signed Contract from the Buyer. Delivery and/or completion dates are based upon prompt receipt of any and all necessary documents from Buyer. Shipments are scheduled after acceptance of an order in accordance with Buyer's requirements. Unless specifically stated to the contrary, however, where existing priorities and schedules prevent strict compliance with requested delivery dates, orders are entered as close as possible to the requested date and Buyer is advised of deviations, if any, in the shipping or completion schedule. STC reserves the right to make delivery in installments. STC shall not be liable for delays or failure in delivery, manufacture or completion or for any other default by reason of any occurrence or contingency beyond its reasonable control. IN SUCH EVENT, BUYER AGREES THAT NO REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER CAUSE) SHALL BE AVAILABLE TO IT. All shipments will be FOB point of origin. Freight charges will be at Buyer's expense and will be added to the price contained herein.

3. ACCEPTANCE, TRANSFER OF TITLE, RISK OF LOSS, AND DELIVERY AND INSTALLATION DATES. This Section 3 applies to all items other than services provided to Buyer hereunder. A. ACCEPTANCE: Buyer shall be deemed to have accepted the items provided hereunder according to the following: (i) For delivery and installation orders for equipment ("D&I Orders"), Buyer's acceptance will occur upon substantial completion of installation of the item or beneficial use. At STC's request, Buyer will execute a written acknowledgment of the installation date(s) for all of the items transferred under such D&I Order; or (ii) For shipped Orders, Buyer's acceptance will occur upon delivery of the equipment and/or software to Buyer, which for purposes of acceptance will be deemed to have occurred when the items are shipped from STC's shipping point to a Buyer's location, which for software may occur by physical shipment, electronic delivery or notice to Buyer that the software is available for download. B. TRANSFER OF TITLE AND RISK OF LOSS: Title, risk of loss, and the right to use the equipment will pass to Buyer upon Buyer's acceptance thereof according to Subsection A above. Notwithstanding the foregoing, under no circumstances will title to any software be transferred hereunder.

4. PRICES - The prices stated are exclusive of any transportation charges (except as covered in Section 2 above), insurance, and federal, state, municipal or other government tax, including sales and use taxes, now or hereinafter imposed upon the production, storage, sale, transportation or use of the products described herein. Such taxes or other charges applied directly to the sale hereunder shall be paid by the Buyer, or in lieu thereof the Buyer shall provide an exemption certificate acceptable to the authorities. By ruling of New York State and New York City sales tax authorities, all lease payments are fully taxable, as they include rental and use of the equipment, use of loaner equipment, parts, etc.

5. PAYMENT - Unless otherwise specifically stated to the contrary in the Proposal, the terms of payment are as follows, without notice, demand, reduction or set-off: A. EQUIPMENT AND INSTALLATION– Thirty percent (30%) is due at time of order acceptance (equipment will not be ordered and work will not begin until deposit is received), with the balance due in monthly progress payments covering equipment received and labor performed Net ten (10) days from invoice date. B. RECURRING SERVICES – Billed in advance. OVERDUE INVOICES - If Buyer fails to pay or dispute in writing any amount when due and such failure continues for thirty (30) days or more, Buyer shall pay interest at the rate of one and one half percent (1.5%) per month or the maximum rate permitted by law, (whichever is less) on the entire unpaid balance for each month or portion thereof that payment is late.

6. INSTALLATION - Buyer is to provide 110V AC at all outdoor camera locations, monitoring and/or control locations, and/or other locations specified. Where possible, STC utilizes low voltage equipment; as a result, wiring is not required (by code) to be placed inside conduit. Any conduit required by Buyer is at additional cost. If air plenum ceilings exist, code requires the use of conduit or plenum approved cable. The installation price in the Proposal is based on non-air plenum ceilings (i.e., no conduit or plenum approved cable), unless otherwise stated herein. If conduit or plenum approved cable is required, it will be at Buyer's expense, above and beyond installation price quoted. Unless otherwise indicated in the Proposal, Buyer is to provide trenching where necessary for cable runs. If aerial runs are required and Buyer-owned poles are available, STC will utilize them when possible and permissible. Public utility poles cannot be used as they are proprietary to the public utility companies. Any poles necessary to complete aerial runs will be provided and set by Buyer at Buyer's expense, unless otherwise stated in Proposal. STC's Proposal for installation includes all cable, connectors, ties and other necessary hardware, unless otherwise stated in Proposal or covered herein. Buyer understands and agrees that no subcontract labor, materials, and/or special equipment (i.e., skylift bucket truck) are included in Proposal unless so stated and, if necessary, will be at the Buyer's additional expense. Unless otherwise indicated in Proposal, all installation work will be performed by non-union technical personnel. If Buyer-provided lighting is insufficient for an adequate video picture, Buyer will provide additional lighting at Buyer's own expense.

7. DRAWINGS, PROPRIETARY INFORMATION – A. Drawings. Buyer shall provide STC with an electronic version of drawings for the performance of the Services. Buyer shall provide STC to-scale AUTOCAD drawings in electronic format. If Buyer cannot provide these drawings, an additional charge may accrue for STC to create drawings necessary for the completion of the Services. .PROPRIETARY INFORMATION. Any drawings, specifications, equipment lists, and all information provided by STC herein (partial or complete) as instruments of service are and shall remain the property of STC whether the project for which they are made is executed or not. Drawings, specifications, equipment lists, etc. shall be returned to STC on demand or at the end of the project unless specifically purchased from STC or authorized in writing by STC. They are not to be used on other projects or extensions to this project, or to obtain other bids, except by agreement in writing and with appropriate compensation to STC. They are not to be reproduced in whole or part without written consent.

8. AUDIO/VIDEO EQUIPMENT - If the equipment purchased or leased from STC contains audio monitoring or video equipment, state and federal law requires public notice of the use of this equipment. Buyer will use such equipment in accordance with all applicable laws.

9. BONDING - Unless otherwise agreed upon and included in writing in the proposal, STC will not provide a performance or bid bond in connection with the equipment or services covered in this Contract.

10. OWNERSHIP OF SOFTWARE AND HARDWARE CONTAINING SOFTWARE - Any computer application program and/or documentation (collectively "Software") that is provided by STC under this agreement is owned by STC or one of its original equipment manufacturers and is protected by United States and international copyright laws and international treaty provisions. Any breach of this agreement will automatically terminate Buyer's right to use this Software, and Buyer is obligated to immediately return such Software to STC. Buyer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Buyer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Buyer acknowledges that any breach of this section shall result in irreparable injury to STC for which the amount of damages would be unascertainable. Therefore, STC may, in addition to pursuing any and all remedies provided by law, seek an injunction against Buyer from any court having jurisdiction, restraining any violation of this section.

11. TERMINATION AND CHANGE MANAGEMENT – A. A contract may be terminated by the Buyer only if agreed to in writing by STC. If STC agrees to termination, it will be subject to additional conditions and termination charges as follows: If any equipment covered by the Proposal has been delivered and/or installed, payment for said equipment and/or installation will be due in full. If equipment has yet to be delivered, the Proposal may be terminated only if agreed to by the manufacturer and Buyer shall pay either a 25%-of-retail-price restocking charge or manufacturer's percentage restocking applied to the retail price, whichever is higher, plus all freight charges. Buyer also shall pay on demand any other associated charges necessary to protect STC from loss. B. Change Management. Either party may initiate a change by advising the other party in writing of the change believed to be necessary. As soon thereafter as

practicable, STC shall prepare and forward to Buyer a cost estimate for the adjustment to the price, and a schedule impact of the change, and any effect on STC's ability to comply with any of its obligations under this Agreement, including warranties and guarantees. Buyer shall advise STC in writing of its approval or disapproval of the change. If Buyer approves the change, STC shall perform the Services as changed. If Buyer disapproves, the proposed change may be referred to senior management of the Parties.

12. LIMITED WARRANTY AND INDEMNIFICATION – Buyer acknowledges that STC has not represented, warranted, or guaranteed that the equipment sold or leased herein will prevent any loss by burglary, hold-up, fire, or otherwise, or that the equipment will in all cases provide the protection for which it is installed or intended. Nor has STC made any representations, guarantees, or warranties to third parties that the equipment will prevent any such loss or provide them with protection. The parties agree that STC is only selling or leasing equipment and is not undertaking to be an insurer for the Buyer or any third parties against loss, injury, or damage that may result to the person or property of the Buyer or to the person or property of others. Buyer agrees to assume all risk for loss, injury, or damage to the person or property of Buyer arising from or pertaining to the use, possession, operation, or installation of the equipment. Buyer also agrees to indemnify STC and hold STC harmless from any and all claims, costs, expenses, damages, and liabilities of third parties, including attorney's fees, arising from or pertaining to the use, possession, operation, or installation of equipment. Buyer further agrees to defend, protect, and indemnify STC for any damage or loss suffered by STC as a result of Buyer's breach of any term or condition herein. The Buyer's agreement to indemnify and hold STC harmless will continue for as long as the equipment is in use and extends to all claims of third parties, including claims based on intentional conduct, active or passive negligence, or strict or product liability on the part of the STC, its agents, servants, or employees. STC warrants that the equipment provided will conform to its associated documentation under normal use and operating conditions for a period of ninety (90) days from the date of acceptance. If, during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at STC's sole option, free of charge. Warranty repair is done 8am – 5 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs, through no fault of STC, while the system is in the possession of the Buyer, or because the system has been adjusted, added to, altered, abused, misused or tampered with by the Buyer, or otherwise operated or used contrary to the operating instructions. If inspection by STC fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Buyer's expense and STC's regular service charges will apply. STC is not the manufacturer or developer of any equipment, software, or products sold, leased, or provided hereunder, nor is it the designer of record of any system installed hereunder. STC's design efforts are limited to providing the intended results of the design efforts of others. STC will indemnify and hold harmless the Buyer from any judgments obtained by third parties based on claims of bodily injury to third parties, or direct damage to the tangible property of third parties, to the extent caused by the wrongful or negligent acts of STC, its officers, directors, agents or employees and occurring while STC employees are performing service on equipment at Buyer's site.

13. DISCLAIMER OF WARRANTIES - WITH THE EXCEPTION OF THE WARRANTIES SET FORTH HEREIN, STC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT WILL STC, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. STC MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO BUYER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT.

14. INFRINGEMENT INDEMNIFICATION - If STC has received from the manufacturers of the Software and/or systems STC installed hereunder an agreement to indemnify and/or defend any claim or suit or proceeding brought against STC based on a claim that the sale, use or transfer of any system is an infringement of any third party's patent or property rights, then STC shall indemnify Buyer and defend Buyer against all such claims to the extent (and only to the extent) such an indemnity and/or defense is provided by the pertinent (system) manufacturers.

15. LIMITED LIABILITY - UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE IN ANY WAY FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST BUSINESS OR PROFITS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT BASED IN BREACH OF WARRANTY, CONTRACT, OR NEGLIGENCE OR OTHERWISE IN CONNECTION WITH THE MANUFACTURE, USE OR SALE OF THE PRODUCTS OR SERVICES PROVIDED HEREUNDER. NOTWITHSTANDING THE FOREGOING IF FOR ANY REASON EITHER PARTY IS FOUND TO BE LIABLE, IN NO EVENT SHALL SUCH PARTY'S LIABILITY EXCEED THE GREATER OF THE AMOUNT PAID UNDER THIS AGREEMENT OR $75,000.

16. OTHER - Governing Law: This Agreement shall be governed by the laws of the State of New York and shall be construed in accordance therewith. Any disputes shall be tried in a court of competent jurisdiction in the State of New York. If any provision of this Agreement is declared by any arbitrator or court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions which shall be fully severable and the Agreement shall be construed and enforced as if such invalid provisions had never been included. For tracking of equipment covered by leases and service contracts as well as tracking of warranty on purchased equipment STC may attach an STC sticker and/or bar code label to the equipment prior to delivery. If the equipment is not covered by a lease or service contract and you do not want the stickers attached, STC must be advised at time of ordering. Buyer represents that it is not subject to any economic or trade sanctions and will immediately notify STC if it becomes subject to such sanctions, in which event STC shall be entitled to immediately terminate this Agreement.

17. ELECTRONIC SIGNATURE LAW - The parties agree that Buyer's request in any form to receive items, whether by fax, e-mail or other tangible or nontangible means, shall be sufficient to subject any such items delivered pursuant to such request or otherwise produced or delivered to Buyer, to the terms of this Document. Any requirement of a further signed writing to make such a request a binding obligation of Buyer, or to subject any such Items is expressly waived by Buyer. The parties agree that application of a cursive or facsimile signature and transmittal of an electronic copy of this Document or other ordering document shall be sufficient to bind each party to the terms of this Document, and that an electronic reproduction of this agreement or other ordering documents shall be given the same legal effect as a written document signed by a party. THIS PROPOSAL IS PROVIDED TO BUYER IN RESPONSE TO BUYER'S REQUEST FOR EQUIPMENT AND/OR SERVICES FROM STC AND IS SUBJECT TO ANY LIMITATIONS SPECIFIED BY BUYER (e.g. BUDGET CONSTRAINTS, LIMITED AREAS OF COVERAGE, ETC). BUYER UNDERSTANDS AND AGREES THAT NO WARRANTY OR GUARANTEE CAN BE MADE THAT A SECURITY SYSTEM WILL PROVIDE COMPLETE PROTECTION FROM ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE, AND NO SUCH GUARANTEE OR WARRANTY IS PROVIDED HEREIN. THE STC TERMS AND CONDITIONS (THE "TERMS AND CONDITIONS") ARE ATTACHED TO THIS PROPOSAL AND ARE INCORPORATED HEREIN BY THIS REFERENCE, AND BUYER HAS READ THE SAME AND THE REMAINING PARTS OF THIS PROPOSAL. IN CASE OF ANY CONFLICT BETWEEN ANY PROCEEDING PORTION OF THIS PROPOSAL AND THE TERMS AND CONDITIONS, THE TERMS AND CONDITIONS SHALL CONTROL. This Document constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements with respect thereto, whether written or oral. This Document may only be modified in a writing executed by both parties.

RESOLUTION NO.: _____ - 2026

OF

APRIL 27, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SATISFACTION OF MORTGAGE IN CONNECTION WITH THE PREMISES LOCATED AT 521 SOUTH STREET (SECTION 14, BLOCK 3, LOT 11)

WHEREAS, the City of Newburgh issued a mortgage to Monica Ruiz in the principal sum of $25,000.00 for the premises located at 521 South Street (Section 14, Block 3, Lot 11) ("Premises"), dated July 13, 2012, and recorded in the Orange County Clerk's Office on October 3, 2012, in Book 13421, Page 1784; and

WHEREAS, the terms of the mortgage have been satisfied by the mortgagor and the issuance of a Satisfaction of Mortgage, a copy of which is annexed hereto, is necessary and appropriate; and

WHEREAS, this Council has determined that executing said Satisfaction 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 mortgage issued by the City of Newburgh to Monica Ruiz in the principal sum of $25,000.00 is hereby satisfied, and the City Manager is hereby authorized to execute the attached Satisfaction in connection with said mortgage.

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550;

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

MORTGAGE bearing the date of July 13, 2012, made by Monica Ruiz to the City of Newburgh, given to secure payment of the principal sum of $25,000.00, and duly recorded in the office of the Orange County Clerk's Office on October 3, 2012, in Book 13421, Page 1784; and

which Mortgage has not been further assigned of record.

Dated: _____, 2026

THE CITY OF NEWBURGH

By: _____
Jason Morris, Interim City Manager
Resolution No.: _____-2026

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

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

_____
Notary Public

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

THIS PAGE IS PART OF THE INSTRUMENT – DO NOT REMOVE

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

MONICA RUIZ

TO

CITY OF NEWBURGH

SECTION 14 BLOCK 3 LOT 11

RECORD AND RETURN TO:
(name and address)

CITY OF NEWBURGH
DEPT. OF PLANNING & DEVELOPMENT
CITY HALL – 83 BROADWAY
NEWBURGH, NY 12550

THIS IS PAGE ONE OF THE RECORDING

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

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

PROPERTY LOCATION

___2089	BLOOMING GROVE (TN)	
___2001	WASHINGTONVILLE (VLG)	
___2289	CHESTER (TN)	
___2201	CHESTER (VLG)	
___2489	CORNWALL (TN)	
___2401	CORNWALL (VLG)	
___2600	CRAWFORD (TN)	
___2800	DEERPARK (TN)	
___3089	GOSHEN (TN)	
___3001	GOSHEN (VLG)	
___3003	FLORIDA (VLG)	
___3005	CHESTER (VLG)	
___3200	GREENVILLE (TN)	
___3489	HAMPTONBURGH (TN)	
___3401	MAYBROOK (VLG)	
___3689	HIGHLANDS (TN)	
___3601	HIGHLAND FALLS (VLG)	
___3889	MINISINK (TN)	
___3801	UNIONVILLE (VLG)	
___4089	MONROE (TN)	
___4001	MONROE (VLG)	
___4003	HARRIMAN (VLG)	
___4005	KIRYAS JOEL (VLG)	
___4289	MONTGOMERY (TN)	
___4201	MAYBROOK (VLG)	
___4203	MONTGOMERY (VLG)	
___4205	WALDEN (VLG)	
___4489	MOUNT HOPE (TN)	
___4401	OTISVILLE (VLG)	
___4600	NEWBURGH (TN)	
___4800	NEW WINDSOR (TN)	
___5089	TUXEDO (TN)	
___5001	TUXEDO PARK (VLG)	
___5200	WALLKILL (TN)	
___5489	WARWICK (TN)	
___5401	FLORIDA (VLG)	
___5403	GREENWOOD LAKE (VLG)	
___5405	WARWICK (VLG)	
___5600	WAWAYANDA (TN)	
___5889	WOODBURY (TN)	
___5801	HARRIMAN (VLG)	

CITIES

___0900	MIDDLETOWN
✓1100	NEWBURGH
___1300	PORT JERVIS
___9999	HOLD

NO PAGES 6 CROSS REF. ___
CERT.COPY ___ ADD'L X-REF. ___
MAP# ___ PGS. ___

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

Taxable CONSIDERATION $ ___
TAX EXEMPT ___
Taxable MORTGAGE AMT. $ 25,000-

MORTGAGE TAX TYPE:

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

Donna L. Benson

DONNA L. BENSON
ORANGE COUNTY CLERK

RECEIVED FROM: NEWBURGH

RECORDED/FILED
10/03/2012/ 14:30:26
County Clerk
DONNA L. BENSON
ORANGE COUNTY, NY
FILE # 20120092998
MORT/BK 13421 PG 1784
SER# DD005069 MTAX 0.00
BASIC 0.00
MTA 0.00
SPECIAL 0.00
SPECIAL ASST 0.00
RECORDING FEES 70.00
Receipt#1509746 joanned

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

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS

THIS BOND AND MORTGAGE, made the 13th day of July two thousand ~~nineteen hundred~~ and 12

BETWEEN Monica Ruiz having an address of 521 South Street, Newburgh, New York 12550

herein referred to as the mortgagor,

and City of Newburgh, existing under the laws of the state of New York with its principal office for the transaction of business located at 83 Broadway, City of Newburgh, Orange County, New York.

herein referred to as the mortgagee,

WITNESSETH, that the mortgagor, does hereby acknowledge himself to be indebted to the mortgagee in the sum of TWENTY FIVE THOUSAND AND 00/100---------- ($ 25,000.00) Dollars lawful money of the United States, which the mortgagor does hereby agree and bind himself to repay to the mortgagee and to repay on the principal on this instrument at 0%, payable on the first day of each month in 120 monthly installments, commencing with a payment of $208.73 on the first day August 2012 and a sum of $208.33 on the first day of each and every month thereafter for 119 months when the entire balance of principal remaining due there on shall become due and payable.

521 South St
14-3-11

to secure the payment of which the mortgagor hereby mortgages to the mortgagee ALL
That certain plot, piece or parcel of land, with the building and improvements thereon erected, situate, lying and be in the City of Newburgh, County of Orange, and State of New York and described as follows:

Section 14, Block 3, Lot 11, on the official Tax Map of the City of Newburgh.

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

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

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

AND the mortgagor covenants with the mortgagee as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This bond and mortgage may not be changed orally.

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

IN PRESENCE OF:

City of Newburgh — 7/20/12 Date

Monica Ruiz — 7/20/12 Date

State of New York)
) ss.:
County of Orange)

On the 20th day of July in the year 2012 before me, the undersigned, personally appeared RICHARD F HERBEK, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public Signature

MICHELLE KELSON
Notary Public, State Of New York
Sullivan County Clerk's #2564
Commission Expires: March 20, 2014

STATE OF NEW YORK
COUNTY OF Orange } ss.:

On the 20th day of July 2012, before me came Monica Ruiz to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

TIFFANY REIS
Notary Public, State of New York
Qualified in Orange County
Registration No. 02RE6170831
Commission Expires July 23, 20 15

STATE OF NEW YORK
COUNTY OF } ss.:

On the day of 19 , before me came to me known, who, being by me duly sworn, did depose and say that he resides at No.

in

; that he is the

of

the corporation described in and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of

of said corporation; and that he signed h name thereto by like order.

STATE OF NEW YORK
COUNTY OF } ss.:

On the day of 19 , before me came to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

STATE OF NEW YORK
COUNTY OF } ss.:

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

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

No. CITY OF NEWBURGH

TO

MONICA RUIZ

Bond and Mortgage

Dated, 7/20, 2012

Amount, $ 35,000

Due, , 19

Int. Payable

The land affected by the within instrument lies in

Record and return to

RESOLUTION NO.: _____-2026

OF

APRIL 27, 2026

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO KENNA ENTERPRISES INC. TO THE PREMISES KNOWN AS 117 CHAMBERS STREET (SECTION 18, BLOCK 9, LOT 7)

WHEREAS, on December 10, 2002, the City of Newburgh conveyed property located at 117 Chambers Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 9, Lot 7, to Kenna Enterprises Inc.; and

WHEREAS, the current owner, Kenna Enterprises Inc. (George Kenna, president), has requested a release of the restrictive covenants contained in the deed from the City of Newburgh; and

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

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

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 117 Chambers Street (Section 18, Block 9, Lot 7) 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 December 10, 2002, from THE CITY OF NEWBURGH to KENNA ENTERPRISES INC., recorded in the Orange County Clerk's Office on March 27, 2003, in Book 11004, Page 702 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2026

THE CITY OF NEWBURGH

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

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

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

_____
Notary Public

SECOND AMENDMENT TO SITE DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO SITE DEVELOPMENT AGREEMENT ("Amendment"), 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") and The Kearney Realty & Development Group Inc., a domestic business corporation having an address of 57 Route 6, Baldwin Place, New York 10505 ("Developer").

WITNESSETH:

WHEREAS, pursuant to City Council Resolution 249-2022, on October 24, 2022, the City and Developer executed a Site Development Agreement ("Agreement") for, among other things, the transfer and redevelopment of properties located at 137 Smith Street (Section 12, Block 4, Lot 4.1), 140 Montgomery Street (Section 12, Block 4, Lot 10), and 146 Montgomery Street (Section 12, Block 4, Lot 2.1) (the "Project"); and

WHEREAS, pursuant to City Council Resolution 199-2025, on September 21, 2025, the City and Developer executed an Amendment to the Agreement extending key performance dates in the Agreement; and

WHEREAS, Developer desires to continue developing the Project to its completion; and

WHEREAS, after completing certain site investigation work and other work related to the Project, the Developer has proposed changes to certain project representations as contained in Schedule E of the Agreement;

WHEREAS, Developer and the City now desire to further amend the Agreement as set forth herein;

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. Schedule E as originally set forth in the Agreement shall be replaced in total with the "Amended Schedule E," annexed hereto and made a part hereof.

2. All other terms and conditions set forth in the Agreement shall remain in full force and effect.

[Remainder of page intentionally left blank. Signature page follows.]

DRAFT

IN WITNESS WHEREOF, the City and the Developer have duly executed this Amendment as of the day and year first above written.

THE CITY OF NEWBURGH	THE KEARNEY REALTY & DEVELOPMENT GROUP INC.
_____	_____
By: Jason Morris, Interim City Manager Per Resolution No.: _____-2026	By: Sean Kearney, Vice President

DRAFT

AMENDED SCHEDULE "E"
ADDITIONAL DEVELOPER REPRESENTATIONS

Project Name: The Green

Property: Covering three (3) parcels of real property all located in the City of Newburgh, County of Orange, State of New York, known as 137 Smith Street (Section 12, Block 4, Lot 4.1), 140 Montgomery Street (Section 12, Block 4, Lot 10), and 146 Montgomery Street (Section 12, Block 4, Lot 2.1), all as listed and described on the Official Tax Map of the City of Newburgh.

1. Developer is fully familiar with the City's zoning laws and requirements. Developer's plan does not contemplate requests for use variances or area variances, with the exception of an area variance for off-street parking.

2. Developer's plan shall include a central greenway and courtyard, community garden, rain garden, and community garden which comprise a minimum of approximately 2,000 square feet of space on the Premises.

3. Developer's plan shall include a permanent, on-site property manager to address residential and commercial tenant concerns.

4. Developer's plan shall include free wi-fi access for residential tenants.

5. ~~Developer's plan shall include two (2) retail spaces comprising approximately 2,488 square feet and 2,829 square feet, respectively, subject to changes requested or required by City land use boards in connection with Developer's pursuit of the Approvals and Permits.~~

   Developer's plan shall include three (3) retail spaces comprising approximately 2,723 square feet, 893 square feet, and 797 square feet, respectively, subject to changes requested or required by City land use boards in connection with Developer's pursuit of the Approvals and Permits.

6. ~~Developer's plan shall include a third retail space comprising approximately 1,580 square feet. Developer shall be responsible for obtaining a Certificate of Occupancy for a proposed retail use and renting said retail space to a minority or woman-owned business, where the principal operator of said business is a resident of the City of Newburgh, and rent is fixed at no greater than $10,400.00 annually ($866.67 monthly) for a period of 3 years.~~

   Developer's plan shall include a fourth retail space comprising approximately 1,199 square feet. Developer shall be responsible for obtaining a Certificate of Occupancy for a proposed retail use and renting said retail space to a minority or woman-owned business, where the principal operator of said business is a resident of the City of Newburgh, and rent is fixed at no greater than $7,889.42 annually ($657.45 monthly) for a period of 3 years. Thereafter, provided that said retail tenant is otherwise compliant in all respects with the lease in effect at the end of the third year, Developer shall offer subsequent renewal leases term(s) no less than one (1) year in length and rent increases (for the fourth and fifth years only) of no greater than four percent (4%) of the prior year's annual lease amount. .

7. Developer's plan shall include approximately ~~101~~ 122 residential units, serving households earning 40%, 60%, 80%, and approximately ~~110%~~100% of the then current Average

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Median Income for Orange County. Developer shall, subject to the review and approval by New York State Homes and Community Renewal's Fair and Equitable Housing Office, develop and administer an application process that gives primary priority rental preference to prospective tenants who:

a) Currently reside within three (3) square miles of the project area; and

b) Can demonstrate that he/she/they had one or more ancestor(s) in a direct line of descendancy (i.e. parent, grandparent, great grandparent, etc.) who owned property that was later acquired by the Newburgh Urban Renewal Agency or was the subject of an "Urban Renewal Land Disposition Agreement."

and gives secondary priority rental preference to prospective tenants who meet either of the above criteria.

8. Developer's final plan shall include a certification from Developer and Developer's Architect that its plan complies with both the New York State Energy Code and Leadership in Energy and Environmental Design ("LEED") minimum requirements.

9. Supplementing Section 2.01(d), should Developer fail to receive a Governmental Award, Developer shall have one additional opportunity to apply for such Governmental Award at the next available award cycle. Should said Governmental Award no longer be available, Developer fail to timely apply, or Developer not receive said Governmental award at the next available award cycle, the City may cancel this Agreement its sole discretion, and the Parties shall owe no further obligations to each other.

10. Developer shall comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"), as follows:

a) Developer agrees to comply with federal regulations in 24 CFR part 75, which implements Section 3. Developer certifies that it is under no contractual or other impediment that would prevent it from complying with the Part 75 regulations.

b) Developer agrees to agrees to notify potential contractors and subcontractors that are associated with Section 3 covered projects and activities about the requirements of Section 3, to include this Section 3 clause in every contract and subcontract subject to compliance with regulations in 24 CFR Part 75, and to ensure that any subcontractors also include this Section 3 clause in their subcontracts for work performed on the project.

c) Developer will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

d) Developer agrees to maintain hiring and contracting practices to the greatest extent feasible so that 25 percent of the total labor hours expended on the project are by Section 3 Workers, of which 5 percent are by Targeted Section 3 Workers as defined in 24 CFR part 75. As part of these practices, Developer agrees to provide priority consideration to eligible residents and businesses in accordance with 24 CFR Part 75, and eligible residents who reside within one (1) square mile of the Project

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Premises. If Developer is not able to meet this benchmark goal, it must provide a narrative of efforts taken and supporting documentation explaining why it was unable to meet that goal, despite greatest extent feasible efforts taken.

e) Developer shall offer opportunities to Section 3 Workers to attend social and networking events related to the Project, opportunities to attend project management meetings, and opportunities to meet and interact with Developer's senior management team throughout the course of the Project. Said efforts shall be documented in accordance with this paragraph (9).

f) Developer agrees to comply with all monitoring, reporting, recordkeeping, and other procedures specified by the City. Developer is responsible for providing Section 3 performance metrics and supporting documentation for all its subrecipients, contractors, and subcontractors, as applicable. At a minimum, Developer shall complete and submit to City a "New York State Homes and Community Renewal Section 3 Sub Reporting Form & Greatest Extent Feasible Efforts Checklist" within the first six (6) months of the Project start and every six (6) months thereafter until Project completion. Developer shall also submit a final report at the completion of the Project.

g) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, penalties, and/or termination of this contract for default.

DRAFT

RESOLUTION NO.: 199 - 2025

OF

SEPTEMBER 8, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO A SITE DEVELOPMENT AGREEMENT WITH THE KEARNEY REALTY & DEVELOPMENT GROUP INC. FOR THE TRANSFER AND REDEVELOPMENT OF PROPERTIES LOCATED AT 137 SMITH STREET (SECTION 12, BLOCK 4, LOT 4.1), 140 MONTGOMERY STREET (SECTION 12, BLOCK 4, LOT 10), AND 146 MONTGOMERY STREET (SECTION 12, BLOCK 4, LOT 2.1)

WHEREAS, by Resolution No. 249-2022, the City of Newburgh authorized execution of a Site Development Agreement with The Kearney Realty & Development Group Inc. for the transfer and redevelopment of properties located at 137 Smith Street (Section 12, Block 4, Lot 4.1), 140 Montgomery Street (Section 12, Block 4, Lot 10), and 146 Montgomery Street (Section 12, Block 4, Lot 2.1); and

WHEREAS, The Kearney Realty & Development Group Inc. requested a six (6) month extension of time to close title in accordance with the Site Development Agreement, and the City Manager granted the request to extend the time to close title until April 24, 2025; and

WHEREAS, Sean Kearney, Vice President of The Kearney Realty & Development Group Inc., has requested an extension of time to meet certain key performance dates contained in the Site Development Agreement; and

WHEREAS, the City Council of the City of Newburgh finds that approving an amendment to the Site Development Agreement that modifies said key performance dates 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 Amendment to the Site Development Agreement with The Kearney Realty & Development Group Inc. for the transfer and redevelopment of properties located at 137 Smith Street (Section 12, Block 4, Lot 4.1), 140 Montgomery Street (Section 12, Block 4, Lot 10), and 146 Montgomery Street (Section 12, Block 4, Lot 2.1).

I, Katrina Cotten, City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held Sept. 8, 2025 and that it is a true and correct copy of such original.
Witness my hand and seal of the City of Newburgh this 9th day of Sept. 20 25

Katrina Cotten
City Clerk

RESOLUTION NO.: 249 - 2022

OF

OCTOBER 11, 2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SITE DEVELOPMENT AGREEMENT WITH THE KEARNEY REALTY & DEVELOPMENT GROUP INC. FOR THE TRANSFER AND REDEVELOPMMENT OF PROPERTIES LOCATED AT 137 SMITH STREET (SECTION 12, BLOCK 4, LOT 4.1), 140 MONTGOMERY STREET (SECTION 12, BLOCK 4, LOT 10), AND 146 MONTGOMERY STREET (SECTION 12, BLOCK 4, LOT 2.1)

WHEREAS, the City of Newburgh wishes to redevelop City-owned properties located at 137 Smith Street (Section 12, Block 4, Lot 4.1), 140 Montgomery Street (Section 12, Block 4, Lot 10), and 146 Montgomery Street (Section 12, Block 4, Lot 2.1) (collectively the "Properties"); and

WHEREAS, the City of Newburgh issued Request for Proposals ("RFP") No. 6.21 to solicit for plans to redevelop the Properties; and

WHEREAS, the Mayor's Strategic Economic Development Advisory Committee ("SEDAC") reviewed all of the proposals submitted in connection with the RFP and recommended the proposal to redevelop the Properties set forth by The Kearney Realty & Development Group Inc. to the City Council; and

WHEREAS, the City Council caused a public hearing to be duly noticed and convened and completed a public hearing on September 12, 2022; and

WHEREAS, the parties have negotiated a site development agreement for the transfer and redevelopment of the Property, which is annexed hereto; and

WHEREAS, this Council finds that the Properties are not required for public use and that approving such site development agreement is necessary, appropriate and in the best interests of the City;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh that the City Manager be and he is hereby authorized to execute on behalf of the City of Newburgh the site development agreement with The Kearney Realty & Development Group Inc. (by Kenneth Kearney, as president), in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, for the transfer and redevelopment of the properties located at 137 Smith Street, 140 Montgomery Street, and 146 Montgomery Street.

I, Lorene Vitek, City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 10.11.2022 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 12 day of Oct. 20 22

City Clerk

57 Route 6, Suite 207
Baldwin Place, New York 10505
Telephone: 845.306.7705
Fax: 845.306.7707

January 2, 2026

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

Re: Request for Payment-In-Lieu-Of-Taxes (PILOT) Agreement – The Green

Dear City Manager Venning,

On behalf of Kearney Realty & Development Group, Inc., I respectfully submit this letter to formally request the City of Newburgh's consideration of a Payment-In-Lieu-Of-Taxes (PILOT) Agreement for the development known as The Green.

As you are aware, The Green is being developed pursuant to the existing Site Development Agreement between Kearney Realty & Development Group, Inc. and the City of Newburgh, which was authorized by City of Newburgh's Common Council Resolution No. 249-2022. That resolution followed the recommendation of the Strategic Economic Development Committee and the Common Council's selection of Kearney Realty & Development Group's response to the City's Request for Proposals "RFP #6.21 – Purchase and Development of City-Owned Parcels at 140 & 146 Montgomery Street, and 137 Smith Street."

We are pleased to confirm that The Green has been developed consistent with the Developer Representations set forth in Schedule E of the Site Development Agreement, specifically, The Green will include mixed-income housing for households earning up to 40%, 60%, 80%, and 100% of Orange County's Area Median Income, The Green will be mixed-use (commercial and residential), The Green will include a commercial space at below market rent for a minority or woman-owned small business owner, The Green will be LEED Certified, and The Green will include a local preference as well as a "Right of Return" preference to individuals or families who were displaced by Urban Renewal.

The project is currently scheduled to close with the New York State Housing Finance Agency (HFA) in March 2026. In order to support that closing timeline and provide certainty to all financing partners, we respectfully request that the PILOT Agreement be finalized by mid-February 2026, if possible.

To assist the City in its review, Cheryl Sarjeant of Cannon Heyman & Weiss, LLP will be working with Kearney Realty & Development Group, Inc. on the preparation of a draft PILOT Agreement for the

Common Council's consideration. Copies of the proposed agreement will also be provided to the Corporation Counsel for review and comment.

We appreciate the City of Newburgh's continued partnership and support of The Green, and we look forward to working collaboratively with your office, the Common Council, and City staff to advance this request in a timely manner. Please do not hesitate to contact me should you require any additional information or documentation.

Respectfully submitted,

Sean Kearney

Sean Kearney
President
Kearney Realty & Development Group, Inc.

cc:
Mike Neppl
Omar E. Balbuena-Palma
Michelle Kelson
Jeremy Kaufman

Richard J. Lampert

Real Estate Consulting and Market Research Richard.Lampert@verizon.net

March 31 ,2026

Mr. Sean Kearney – Managing Member
Kearney Realty & Development Group, Inc.
57 Route 6, Suite 207
Baldwin Place, New York 10505

Re: The Green Apartments – 581(a) Appraisal:

Dear Mr. Kearney,

In accordance with your requirements, I have undertaken an appraisal of an affordable development property located in the City of Newburgh, New York. This appraisal is being prepared for refinancing apparition. The valuation method as mandated by RPTL 581-a is only the income approach. This has created *a Jurisdictional Exception*, as noted in this report.

The proposed property is a 122-unit apartment development located at 140 Montgomery Street Newburgh New York 12555. The site is situated in a low-income neighborhood of the city that is occupied by high percentage of renters -75%.

The property could be assessed and conforms to the S-581-A, the assessment of residential properties.

I believe that the estimate is a reasonable reflection of the real estate taxes for 2024/ 2025 and is subject to your review and analysis of all revenues, expenses, and guidelines. The 581a analysis only impacts expenses based on mill rate calculation - (assessment x mill rate).

However, the actual real estate taxes are based on the date the property enters service, the rents at that time ***(HUD/NYS-HCR – formula)***, estimate tenant utility allowances by unit type, actual expenses, mill rates and effective capitalization rates for similar factors and conditions.

The subject property is appraised to estimate its market value, in a fee simple interest, as of March 26, 2026. After carefully considering supply and demand factors influencing the property, and transactions of competitive properties, I conclude the Market Value with 2025 rents and expenses of the fee simple interest of the Green Apartments, as of March 26, 2026, as follows:

Eight Million Seven Hundred Fifty Thousand Dollars
$8,750,000 - $71,800+/- per unit

Attached herewith is my consulting report that outlines all computations, methods of approach and pertinent facts that were considered in estimating the assessment value of the subject property.

Respectively submitted,

Richard J. Lampert

Richard J. Lampert
NYS - General Certified Real Estate Appraiser # 6405

231B Heritage Hills Drive, Somers, New York 10589
Other Field Office: 2423 North Shore Road, Hadley, New York 12835 **(914) 747-3412**

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Report Certification

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, unbiased professional analysis, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or basis with respect to the parties involved.
- My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event resulting from the analysis, opinions, or conclusions in, or the use, of this report.
- My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I, Richard J. Lampert, did inspected the site on March 26,2026, that is the subject of this report. No one provided significant professional assistance to the person(s) signing this report.
- The appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- I, Richard J. Lampert, hereby acknowledge that I have the appropriate education and experience to complete the assignment in a competent manner.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- The valuation method for this assignment is based on 581-a Stature.

The subject property is appraised to estimate its market value, in a fee simple interest, as of March 26, 2026. After carefully considering supply and demand factors influencing the property, and transactions of competitive properties, I conclude the Market Value with 2025 rents and expenses of the fee simple interest of the Green Apartments, as of March 26, 2026, as follows:

Eight Million Seven Hundred Fifty Thousand Dollars
$8,750,000 - $71,800+/- per unit

Attached herewith is my detailed appraisal report that outlines all computations, methods of approach and pertinent facts that were considered in estimating the Market Value of the property.

Respectively submitted,

Richard J. Lampert

Richard J. Lampert
NYS - General Certified Real Estate Appraiser #6405

Trends in Affordable Rental Housing and 581-a Stature.

Prior to 1980's, the Federal Government policy toward housing was to provide development and operating assistance for low-income housing via the older 236 Program with HAP contracts, Section Eight *(New construction and existing housing)* and the smaller 515 Rural Development and 202 Senior Housing programs.

Both the Federal government and state government wanted to exit out of the annual rental subsidy program because of increasing costs and only marginal increases in new affordable housing stock.

By the year 2000, the Federal government had exited the standard operating subsidy program for housing, except for the 515 Rural Development Program and 202 housing programs for seniors. Over 90+% of all new affordable housing is developed under the Low-Income Housing Tax Credit *(LIHTC)* program.

Some states, including New York, have developed a State Low Income Housing Tax Credit (SLIHTC) for state Income taxes which this program has a few projects.

The concept of this program is to offset the development costs and expenses of new construction and renovations and limit the Federal government exposure for operating subsidies. Once the property is built, it should operate on its own cash flow, subject to HUD and New York Division of Housing and Community Renewal (NYS-HCR) requirements. In the long-term, the Federal and State governments will save billions of dollars. The rents will stay low because the debt structure is minimal.

However, the low rents and government restrictions result in marginal financially viable development. Currently, many areas of the state affordable housing market are experiencing cash flow issues, especially New York City.

Further impacting on the analysis is that the rental rates *(Government Standards*) are generally below market standards causing the effective operating expense ratio to be **significantly higher.** This results in a substantially lower net operating income.

For valuation purposes, the housing development is highly restricted and has a higher investment risk. The effective market capitalization rate will increase by 150 to 300 basis points because of risk, limited long-term appreciation, and restrictions.

The actual gross rent is determined by a formula that is based on average median income for the area (*MSA or County) and is adjusted annually based on this formula. Given the marginal growth of income in upstate New York, effective values for most affordable housing development could be significantly financially impaired in limited growth regions.*

The 202 program is very similar to the RD 515 program, which also may effectively end as an on-going program soon. The long-term view on the future of the Low-Income Housing Tax Credit *(LIHTC)* program is not highly positive currently.

The statue has created areas of interest. Many assessors attempt to utilize Institutional Investment quality capitalization rate surveys as the basis of the market rate capitalization factor, but clearly affordable housing is not institutional quality investment.

The owners view the low rents and government restriction to result in marginally viable development. A further impact on the analysis is that the rental rates *(Government Standards*) are below market standards causing the effective operating expense ratio to be significantly higher than market rate projects. This results in a substantially lower net operating income.

In addition, Housing Community Renewal (HCR) has increased the quality and overall operating efficiency of affordable housing. This is to protect Housing Trust Investment and other related funding programs and results in significant increase in reserve requirements over market rate developments. For some development, the reserves are the second highest expense item.

Programs under Housing and Community Renewal (HCR) have a greater percentage of lower income units for seniors than many of the existing NYS-HFA developments. While both are serving the community, the newer HCR senior developments have less revenue.

Disclosure to the Users of this Report

We believe that the estimate is a reasonable reflection of the real estate taxes for 20242/2025 and is subject to your review and analysis of all revenues, expenses, and guidelines. We are submitting this report as part of our application.

However, the actual real estate taxes are based on the date the property enters service, the rents at that time ***(HUD/NYS-HCR – formula)***, estimate tenant utility allowances by unit type, actual expenses, mill rates and effective capitalization rates for similar properties.

This report does not in any way bind the assessor(s) to agree to our analysis. Other than that, the property is to be assessed under the standards of 581-(a)

The property operates in a heavily regulated environment. The operations of the property are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies, including, but not limited to, HUD, NYS-DCR, NYS-HFA, Rural Development and other State Housing Agency. Such administrative directives, rules and regulations are subject to change by an act of Congress, or an administrative change mandated by HUD or the State Housing Agency. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with the changes.

Jurisdictional Exception Rule:

If any part of USPAP is contrary to the law or public policy of any jurisdiction, only that part shall be void and no force or effect in that jurisdiction. An appraiser using the **JURISDICTIONAL EXCEPTION RULE** must properly identify and comply with the law or regulation that precludes compliance with USPAP. In addition, the appraiser must disclose in the report the part of USPAP that is voided by that law and regulation, and also cite in the report the specific law or regulation that precludes compliance with USPAP

The valuation method as mandated by RPTL 581-a is only the income approach. This has created *a Jurisdictional Exception*, as noted in this report. 581a also requires that reserves be assumed to be an operating expense for analysis and calculation basis.

The 581a Stature

810, 534 N.Y.S.2d 938, 531 N.E.2d 658. Taxation ⇐ 2517; Taxation ⇐ 2521

6. Sales

Towns' appraisal and tax assessment of multiple dwelling condominium property associated with large, wilderness recreational retreat was erroneous and unsupportable; towns' appraiser failed to consider value of condominiums sold in bona fide arms length market transactions, appraiser relied on the properties as potential timber resources, although property had always been used as wilderness retreat and was subject to conservation easement, and increase in value for waterfront property was based on four sales and resales, none of which were within the towns. Bay Pond Condominiums v. Town of Waverly, 2003, 195 Misc.2d 489, 760 N.Y.S.2d 298. Taxation ⇐ 2515; Taxation ⇐ 2518

Recent sales of condominiums, if not extraordinary, lessen the need of the appraiser or the court to engage in speculation in making tax assessments. Bay Pond Condominiums v. Town of Waverly, 2003, 195 Misc.2d 489, 760 N.Y.S.2d 298. Taxation ⇐ 2515

7. Aggregate value

Where some, but not all, units in condominium complex were subject of petitions to reduce tax assessments, court could properly affix value to all units, in order to comply with statutory requirement that aggregate of unit valuations not exceed valuation of property as single parcel. East Medical Center, L.P. v. Assessor of Town of Manlius (4 Dept. 2005) 16 A.D.3d 1119, 791 N.Y.S.2d 778. Taxation ⇐ 2699(11)

Taxing authority must assess value of condominium unit as if it were rental property, but aggregate of unit valuations plus their common interests may not exceed valuation of property if it were being assessed as single, rent-producing unit. East Medical Center, L.P. v. Assessor of Town of Manlius (4 Dept. 2005) 16 A.D.3d 1119, 791 N.Y.S.2d 778. Taxation ⇐ 2478

§ 581–a. Assessment of residential real property

Notwithstanding any other provision of law, the assessed valuation of real property used for residential rental purposes where at least

twenty percent of the residential units are subject to an agreement with a municipality, the state, the federal government, or an instrumentality thereof, which agreement restricts occupancy of those units to tenants who qualify in accordance with an income test, shall be determined using the income approach as applied to the actual net operating income, after deducting for reserves required by any federal, state or municipal programs. For the purposes of this section "net operating income" shall mean the actual or anticipated net income that remains after all operating expenses are deducted from effective gross income, but before mortgage debt service and book depreciation are deducted. The assessed valuation of real property used for such residential rental purposes shall be determined using the actual net operating income, and shall not include federal, state or municipal income tax credits, subsidized mortgage financing, or project grants, where such subsidies are used to offset the project development cost in order to provide for lower initial rents as determined by regulations promulgated by the division of housing and community renewal.

(Added L.2005, c. 714, § 1, eff. Oct. 11, 2005.)

Historical and Statutory Notes

L2005, c. 714 legislation

L.2005, c. 714, § 2, provides: "This act shall take effect immediately [Oct. 11, 2005] and shall apply to taxable status dates occurring on or after the first of January next succeeding the date on which it shall have become a law."

Library References

Municipal Corporations ⇐972.
Taxation ⇐2478, 2521.
Westlaw Topic Nos. 268, 371.
C.J.S. Municipal Corporations §§ 1783, 1786 to 1794.

Research References

Encyclopedias

NY Jur. 2d, Taxation & Assessment § 338, Residential Rental Property.

§ 581–b. Assessment of parcels used for residential purposes and registered as family day care homes

Notwithstanding any inconsistent provision of law, in the assessment of any parcel used for residential purposes and registered as a family day care home pursuant to section three hundred ninety of the social services law, the use or registration of such parcel as a family day care home shall be completely disregarded in assessing the value of such parcel.

(Added L.2006, c. 319, § 2, eff. July 26, 2006.)

Calulation of 581a – Real Estate Taxes – New York

The Green Apt Newburgh, NY 581-a Analysis -revised	122 Valuation Conclusion	122 Base Case One	122 Chg of Cap Rate Two	122 Chg of Cap Rate Three	122 Chg of Cap Rate Four
Total Revenue 100%	2,112,000	2,112,000	2,112,000	2,112,000	2,112,000
Vacancy Factor - 3.00%	(63,360)	(63,360)	(63,360)	(63,360)	(63,360)
Adjusted Revenue	2,048,640	2,048,640	2,048,640	2,048,640	2,048,640
Adminstration	33,630	33,630	33,630	33,630	33,630
Payroll and Related	190,000	190,000	190,000	190,000	190,000
Repairs and related	244,000	244,000	244,000	244,000	244,000
Water & Sewer	58,520	58,520	58,520	58,520	58,520
Utilities	130,602	130,602	130,602	130,602	130,602
Elevator	7,000	7,000	7,000	7,000	7,000
Insurance	92,000	92,000	92,000	92,000	92,000
Management fee	160,308	160,308	160,308	160,308	160,308
Total Expenses	916,060	916,060	916,060	916,060	916,060
Required Reserves	36,600	36,600	36,600	36,600	36,600
Operating Expenses	952,660	952,660	952,660	952,660	952,660
Adjusted Cash Flow	**1,095,980**	**1,095,980**	**1,095,980**	**1,095,980**	**1,095,980**
Equalization Rate	100%	100%	100%	100%	100%
Mill Rates per $1,000					
County tax - Orange Cty	2.009620	2.009620	2.009620	2.009620	2.009620
Newburgh City	14.630390	14.630390	14.630390	14.630390	14.630390
School	12.869339	12.869339	12.869339	12.869339	12.869339
Library	0.679345	0.679345	0.679345	0.679345	0.679345
Other	0.000000	0.000000	0.000000	0.000000	0.000000
Total Mill Rates	30.188694	30.188694	30.188694	30.188694	30.188694
Adjusted Mill Rates	30.1887	30.1887	30.1887	30.1887	30.1887
Market Cap Rate					
Standard Rate	9.50%	9.00%	8.50%	8.00%	7.50%
Adjustment - restrictions	0.00%	0.00%	0.00%	0.00%	0.00%
Aadjusted Market Cap rate	9.50%	9.00%	8.50%	8.00%	7.50%
Assessor Cap Rate					
Adjusted Market Cap rate	9.5000%	9.0000%	8.5000%	8.0000%	7.5000%
Total Mill Rate	3.0189%	3.0189%	3.0189%	3.0189%	3.0189%
Asessor's Cap Rate	12.5189%	12.0189%	11.5189%	11.0189%	10.5189%
Concluded Value	$ 8,754,624	$ 9,118,828	$ 9,514,649	$ 9,946,393	$ 10,419,181
Value per unit	$ 71,759	$ 74,744	$ 77,989	$ 81,528	$ 85,403
Real Estate Taxes					
County tax - Orange Cty	$ 17,593.47	$ 18,325.38	$ 19,120.83	$ 19,988.47	$ 20,938.59
Newburgh City	$ 128,083.57	$ 133,412.01	$ 139,203.03	$ 145,519.60	$ 152,436.68
School	$ 112,666.23	$ 117,353.29	$ 122,447.24	$ 128,003.50	$ 134,087.97
Library	$ 5,947.41	$ 6,194.83	$ 6,463.73	$ 6,757.03	$ 7,078.22
Other	$ -	$ -	$ -	$ -	$ -
Total Real Estate taxes	$ 264,290.68	$ 275,285.50	$ 287,234.83	$ 300,268.60	$ 314,541.45
Per Unit - RET	$ 2,166.32	$ 2,256.44	$ 2,354.38	$ 2,461.22	$ 2,578.21
Operating Expenses	952,660	952,660	952,660	952,660	952,660
Per Unit - RET	264,291	275,286	287,235	300,269	314,541
Total Expenses	1,216,951	1,227,946	1,239,895	1,252,929	1,267,201
Expenses -% Revenue	**59.40%**	**59.94%**	**60.52%**	**61.16%**	**61.86%**
Taxes - % Revenue	**12.90%**	**13.44%**	**14.02%**	**14.66%**	**15.35%**
Taxes - % Expenses	**21.72%**	**22.42%**	**23.17%**	**23.97%**	**24.82%**

Income Approach to Valuation:

The Income Approach is defined as,

> "a set of procedures in which an appraiser derives a value indication for income producing property by converting anticipated benefits into property value. This conversion is accomplished either by:
>
> o Capitalizing a single-year's income expectancy or an annual average of several years' income expectancies at a market-derived capitalization rate or a capitalization rate that reflects a specified income pattern return on investment, and change in the value of the investment.
>
> o Discounting the annual cash flows for the holding period and the reversion at a specified yield rate."

The Income Approach views the property as a revenue producing asset whose value is dependent upon its ability to satisfy investment criteria. The general steps include:

> o Understanding the revenue producing potential of the property.
>
> o Considering appropriate expenses including a vacancy and rent loss factor as well as normal recurring operating expenses and real estate taxes. A careful study is undertaken to insure the level of operating expenses represents typical management.
>
> o Subtracting periodic operating expenses from anticipated revenues results in a net operating income stream. Then, deducting capital expenditures results in a pretax cash flow.

Under S-581-a. *ASSESSMENT OF RESIDENTIAL REAL PROPERTY* provides for net operating income to be reduced by required reserve requirements.

After, we have calculated the adjusted Net Operating Income (NOI), we are required to divide the adjusted Net Operating Income by a calculated capitalization rate to determine the assessed value of the property. I also reviewed comparable affordable family developments for operating expenses. I only adjusted payroll and related by increasing by $24,000 to reflect an additional part-time employee.

Before I can finalize the overall rate, I need to calculate and include an effective tax rate. I used the rate supply to me by the assessor’s records

I have not deducted the actual tax bill as an operating expense because the proper real estate taxes are still unknown. This is because real estate taxes are based on the property value, which we have not yet calculated.

In concluding the final capitalization rate for the value conclusion, I will add the market capitalization rate and the real estate tax capitalization rate.

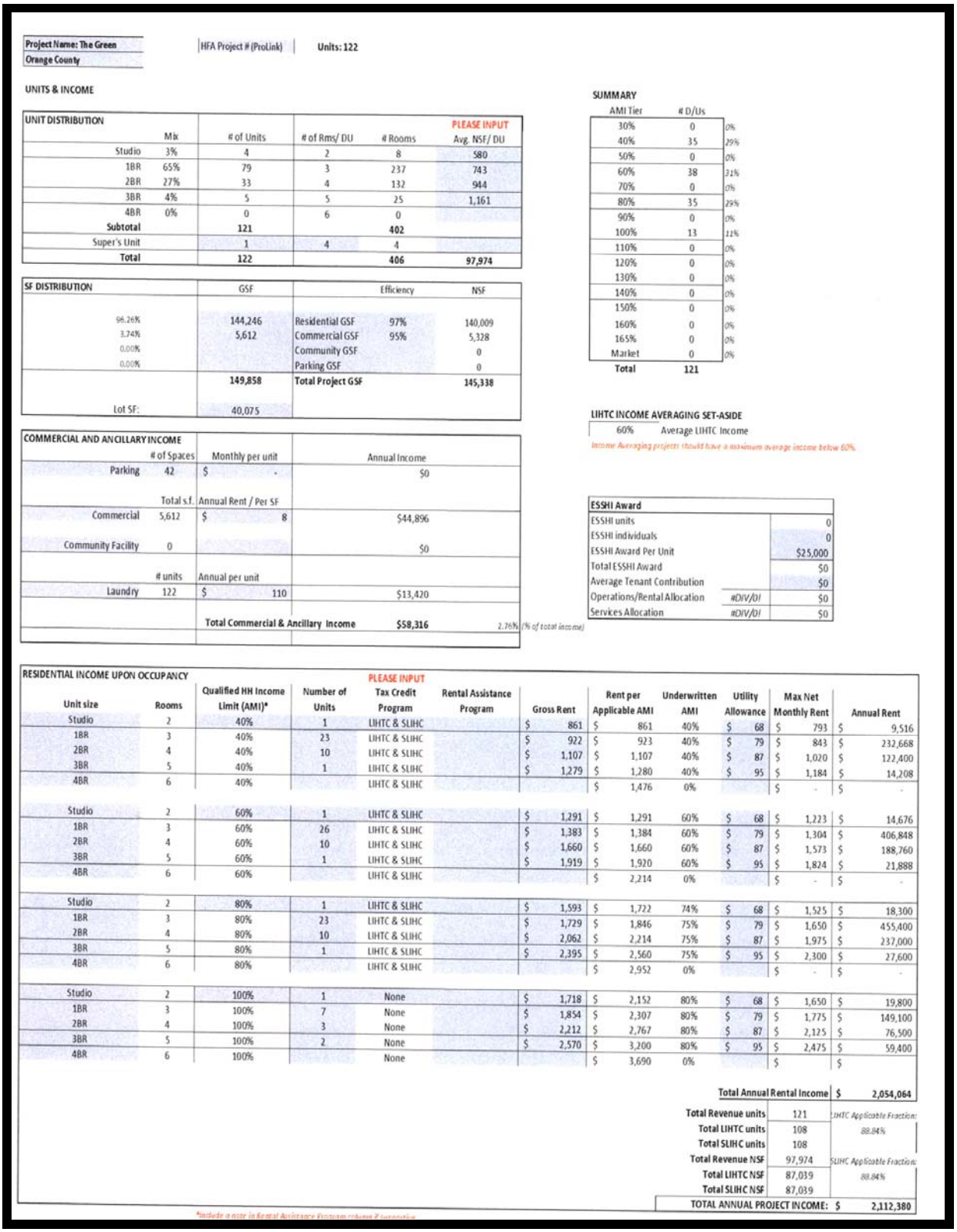
.

Generally, the assessor is applying only a zero percent contingency factor on actual operating revenues that is based on 581a standards for actual operating properties. . However, most state agencies for housing are using 5% to 7% as a standard.

The property cash flow is based on 100% revenue for analysis purposes. Given standard tenant turnover, the actual percentage varies from 2.5% to 5.00%. I have concluded a 3.00% factor

Analysis of Revenues

\\



Project Name: The Green
Orange County

HFA Project # (ProLink)

Units: 122

UNITS & INCOME

UNIT DISTRIBUTION	Mix	# of Units	# of Rms/ DU	# Rooms	PLEASE INPUT Avg. NSF/ DU
Studio	3%	4	2	8	580
1BR	65%	79	3	237	743
2BR	27%	33	4	132	944
3BR	4%	5	5	25	1,161
4BR	0%	0	6	0	
Subtotal		121		402	
Super's Unit		1	4	4	
Total		122		406	97,974

SF DISTRIBUTION	GSF		Efficiency	NSF
96.26%	144,246	Residential GSF	97%	140,009
3.74%	5,612	Commercial GSF	95%	5,328
0.00%		Community GSF		0
0.00%		Parking GSF		0
	149,858	Total Project GSF		145,338
Lot SF:	40,075			

COMMERCIAL AND ANCILLARY INCOME	# of Spaces	Monthly per unit	Annual Income
Parking	42	$ -	$0
	Total s.f.	Annual Rent / Per SF	
Commercial	5,612	$ 8	$44,896
Community Facility	0		$0
	# units	Annual per unit	
Laundry	122	$ 110	$13,420
		Total Commercial & Ancillary Income	$58,316

2.76% (% of total income)

SUMMARY

AMI Tier	# D/Us	
30%	0	0%
40%	35	29%
50%	0	0%
60%	38	31%
70%	0	0%
80%	35	29%
90%	0	0%
100%	13	11%
110%	0	0%
120%	0	0%
130%	0	0%
140%	0	0%
150%	0	0%
160%	0	0%
165%	0	0%
Market	0	0%
Total	121	

LIHTC INCOME AVERAGING SET-ASIDE

60% Average LIHTC Income

Income Averaging projects should have a minimum average income below 60%

ESSHI Award		
ESSHI units		0
ESSHI individuals		0
ESSHI Award Per Unit		$25,000
Total ESSHI Award		$0
Average Tenant Contribution		$0
Operations/Rental Allocation	#DIV/0!	$0
Services Allocation	#DIV/0!	$0

RESIDENTIAL INCOME UPON OCCUPANCY

Unit size	Rooms	Qualified HH Income Limit (AMI)*	Number of Units	PLEASE INPUT Tax Credit Program	Rental Assistance Program	Gross Rent	Rent per Applicable AMI	Underwritten AMI	Utility Allowance	Max Net Monthly Rent	Annual Rent
Studio	2	40%	1	LIHTC & SLIHC		$ 861	$ 861	40%	$ 68	$ 793	$ 9,516
1BR	3	40%	23	LIHTC & SLIHC		$ 922	$ 923	40%	$ 79	$ 843	$ 232,668
2BR	4	40%	10	LIHTC & SLIHC		$ 1,107	$ 1,107	40%	$ 87	$ 1,020	$ 122,400
3BR	5	40%	1	LIHTC & SLIHC		$ 1,279	$ 1,280	40%	$ 95	$ 1,184	$ 14,208
4BR	6	40%		LIHTC & SLIHC			$ 1,476	0%		$ -	$ -
Studio	2	60%	1	LIHTC & SLIHC		$ 1,291	$ 1,291	60%	$ 68	$ 1,223	$ 14,676
1BR	3	60%	26	LIHTC & SLIHC		$ 1,383	$ 1,384	60%	$ 79	$ 1,304	$ 406,848
2BR	4	60%	10	LIHTC & SLIHC		$ 1,660	$ 1,660	60%	$ 87	$ 1,573	$ 188,760
3BR	5	60%	1	LIHTC & SLIHC		$ 1,919	$ 1,920	60%	$ 95	$ 1,824	$ 21,888
4BR	6	60%		LIHTC & SLIHC			$ 2,214	0%		$ -	$ -
Studio	2	80%	1	LIHTC & SLIHC		$ 1,593	$ 1,722	74%	$ 68	$ 1,525	$ 18,300
1BR	3	80%	23	LIHTC & SLIHC		$ 1,729	$ 1,846	75%	$ 79	$ 1,650	$ 455,400
2BR	4	80%	10	LIHTC & SLIHC		$ 2,062	$ 2,214	75%	$ 87	$ 1,975	$ 237,000
3BR	5	80%	1	LIHTC & SLIHC		$ 2,395	$ 2,560	75%	$ 95	$ 2,300	$ 27,600
4BR	6	80%		LIHTC & SLIHC			$ 2,952	0%		$ -	$ -
Studio	2	100%	1	None		$ 1,718	$ 2,152	80%	$ 68	$ 1,650	$ 19,800
1BR	3	100%	7	None		$ 1,854	$ 2,307	80%	$ 79	$ 1,775	$ 149,100
2BR	4	100%	3	None		$ 2,212	$ 2,767	80%	$ 87	$ 2,125	$ 76,500
3BR	5	100%	2	None		$ 2,570	$ 3,200	80%	$ 95	$ 2,475	$ 59,400
4BR	6	100%		None			$ 3,690	0%		$	$

Total Annual Rental Income		$ 2,054,064
Total Revenue units	121	LIHTC Applicable Fraction:
Total LIHTC units	108	88.84%
Total SLIHC units	108	
Total Revenue NSF	97,974	SLIHC Applicable Fraction:
Total LIHTC NSF	87,039	88.84%
Total SLIHC NSF	87,039	
TOTAL ANNUAL PROJECT INCOME:		$ 2,112,380

*Include a note in Rental Assistance Program column if operative

Operating Expense Analysis

Project Name: The Green	Units	122	
Orange County	Rooms	406	

MAINTENANCE & OPERATING EXPENSES

Please add/modify categories as needed:	Comments	Expenses/ Unit	Expenses/ Room	Two Year Old Financial Statement (preservation only)	Last Year's Financial Statement (preservation only)	Borrower Projected Expenses
Tax & Insurance						
Real Estate Taxes		$1,440	$433			$175,700
Insurance		$754	$227			$92,000
Subtotal		**$2,194**	**$659**			**$267,700**
Administrative						
Professional Fees		$38	$11			$4,600
Accounting		$153	$46			$18,610
Office Supplies/Equipment		$38	$11			$4,650
Phone Lines/Fire Alarms		$42	$13			$5,170
Benchmarking		$5	$1			$600
Manager		$492	$148			$60,000
Subtotal		**$767**	**$231**			**$93,630**
Management Fee		**$1,314**	**$395**			**$160,308**
Utilities						
Heating	*Electric*	$455	$137			$55,522
Electricity (common areas)		$375	$113			$45,800
Gas (cooking) (preservation only)		$0	$0			
Water/Sewer		$480	$144			$58,520
Broadband Internet		$240	$72			$29,280
Subtotal		**$1,550**	**$466**			**$189,122**
Repairs and Maintenance						
Supplies/Cleaning/Exterminating		$381	$115			$46,525
Landscaping/Snow Removal		$576	$173			$70,305
Repairs/Replacement		$661	$199			$80,645
Superintendent & Maintenance Staff Salaries including Benefits		$869	$261			$106,000
		Salaries	*No.*			
Super		$58,000	1			
Porter		$48,000	1			
Elevator Maintenance and Repairs		$57	$17			$7,000
		Cost/Elevator	*No.*			
		$7,000	1			
Subtotal		**$2,545**	**$765**			**$310,475**
Total Operating Expenses		**$8,371**	**$2,515**			**$1,021,235**
Total Expenses Net of Management Fee		$7,057	$2,121			$860,927
Reserves						
Replacement Reserves	*$300/du = NC, $350/du = Pres.*	$300	$90			**$36,600**
Subtotal		**$300**	**$90**			**$36,600**
Total Operating Expenses and Reserves		**$8,671**	**$2,606**			**$1,057,835**

Capitalization Rate Development

The development of a real estate value under RPTL 581-a is relatively straight forward. The value is determined by actual revenues and expenses divided by a defined assessor's formula for the capitalization rate. The capitalization rate is based on three major factors:

(1) Perceived Risk

(2) Appreciation Expectations

(3) Required Returns in alternative investment vehicles

Capitalization Rate Analysis Method

The capitalization of Net Operating Income (NOI) before and after reserves is a very gray area in the appraisal industry. The one factor is that the appraiser must be consistent in the application of its use. I always capitalized before reserves. In support of my view is the following:

1. Capitalization rates from sales comparable are based usually on NOI before reserves.
2. Reserves could be a major asset in some projects, and we should not treat it like a long-term liability.

However, the 581-a stature requires reserves to be deducted.

Development of The Assessor's Capitalization Rate

The Assessor's Capitalization rate consists of two rates. The first is the market rate, which is from the market rate or affordable sales data, if available. The second is the effective tax rate or ratio %, which is the sum of the mill rates (County, Town, School, Etc.)

Market Rate Capitalization Rate (+) Effective Tax Rate or Ratio %

Equals (=)

The Assessor's Capitalization Rate

The statue has created areas of interest. Many assessors attempt to utilize Institutional Investment quality capitalization rate surveys as the basis of the market rate capitalization factor, but clearly affordable housing **is not** institutional quality investment.

Capitalization Rate Survey

The RealtyRates.com™ quarterly **Investor Survey** includes national mortgage terms and interest rates, equity requirements, cap and discount rates, reserve requirements, and interim financing rates and terms for 32 income producing property types, plus financial indicators, historical cap rate trend data, and land lease cap and discount rates, likewise by property type.

The actual process of collection from our third-party sources is via online forms subsequently downloaded into Excel, converted to graphics and published to the Internet in HTML and PDF formats. Robert. G. Watts / RealtyRates.com™ conducts no data analysis itself, but rather collects, collates and presents the data for you to use in your own analyses. Likewise, we provide very limited commentary and offer virtually no prognostications, although the built-up overall cap rates in the *Investor Survey* tend to be forward-looking.

With 10 years on the Web, The RealtyRates.com™ serves more than 4,000 companies, government agencies, universities and individuals in all U. S. states and territorial possessions and more than 25 other countries. The Surveys are utilized as collateral material in more than 60 college and university programs including eight overseas, as well as by several trade and professional organizations including the CCIM Institute and IREM Institute of Real Estate Management. Survey extracts are included in three college texts as well as numerous published articles, monographs and scholarly reports

RealtyRates.com INVESTOR SURVEY - 3rd Quarter 2023*
APARTMENTS - GARDEN/SUBURBAN TOWNHOUSE

Item	Input					OAR
Minimum						
Spread Over 10-Year Treasury	0.75%	**DCR Technique**	1.00	0.052567	0.90	**4.73**
Debt Coverage Ratio	1.00	**Band of Investment Technique**				
Interest Rate	4.32%	Mortgage	90%	0.052567	0.047310	
Amortization	40	Equity	10%	0.047040	0.004704	
Mortgage Constant	0.052567	OAR				**5.20**
Loan-to-Value Ratio	90%	**Surveyed Rates**				**4.89**
Equity Dividend Rate	4.70%					
Maximum						
Spread Over 10-Year Treasury	3.65%	**DCR Technique**	1.61	0.109341	0.65	**11.44**
Debt Coverage Ratio	1.61	**Band of Investment Technique**				
Interest Rate	7.22%	Mortgage	65%	0.109341	0.071071	
Amortization	15	Equity	35%	0.125446	0.043906	
Mortgage Constant	0.109341	OAR				**11.50**
Loan-to-Value Ratio	65%	**Surveyed Rates**				**10.81**
Equity Dividend Rate	12.54%					
Average						
Spread Over 10-Year Treasury	2.20%	**DCR Technique**	1.26	0.072612	0.78	**7.06**
Debt Coverage Ratio	1.26	**Band of Investment Technique**				
Interest Rate	5.77%	Mortgage	78%	0.072612	0.056275	
Amortization	28	Equity	23%	0.082323	0.018523	
Mortgage Constant	0.072612	OAR				**7.48**
Loan-to-Value Ratio	78%	**Surveyed Rates**				**7.56**
Equity Dividend Rate	8.23%					

Given the subject is a lower income development with restrictions, the market standard capitization rate will need to be increased by 100 to 150 basis points. The standard rates for occupied apartment complex is 6.5% to 8.5%. Generally, proposed developments have increase risks and a higher cape,rate.. Our conclusion to subject capitialzation rate indcates a range from 8..5% to 9.5%. I have concluded a rate of 9.50%, given the status and location.

Final Reconciliation – Market Value

Final reconciliation is the application of the process of evaluation. Choice and selection of the indications of value derived from each of the approaches are utilized in the appraisal at hand to arrive at the final estimate of value.

The Cost Approach: The cost approach does not represent the market dynamics for the valuation of the property. The valuation method as mandated by RPTL 581-A is only the income approach. This has created a Jurisdictional Exception, as noted in this report.

The Market Approach: The Market Approach to value presents sales of properties considered comparable to the appraised property. In arriving at a value indication, I have not analyzed sales of comparable apartments complexes located in the surrounding area.

However, the valuation method as mandated by the RPTL 581-A is only the income approach. This has created a Jurisdictional Exception, as noted in this report.

The Income Approach: The income methodology involves the capitalization of an estimated stabilized net operating income for the property, by a market derived overall rate or discounting of the income stream by market derived rates. The direct capitalization method is utilized since buyers usually will obtain third party financing and the rates provide a sufficient adjustment range to provide a basic level for underwriting the loan. The valuation method as mandated by RPTL 581-A is only the income approach.

The subject property is appraised to estimate its market value, in a fee simple interest, as of March 26, 2026. After carefully considering supply and demand factors influencing the property, and transactions of competitive properties, I conclude the Market Value with 2025 rents and expenses of the fee simple interest of the Green Apartments, as of March 26, 2026, as follows:

Eight Million Seven Hundred Fifty Thousand Dollars
$8,750,000 - $71,800+/- per unit

Estimated Assessment Value

The assessment of the property is as follows based on equalization rate of 100%. This concludes an assessment amount of $8,750,000, which indicates real estate taxes of $264,000.

As discussed in the report the projected real estate taxes did vary from 264,000 to $300,000 based on various assumptions, conditions, and terms.

Valuation Analysis of the 581(a) Year 2025

Property Name: An assemblage Site – Three parcels - The Green Apartments

Location: City of Newburgh, Orange County, New York

Address 140 & 146 Montgomery Street , Newburgh, New York 12550
137 Smith Street Newburgh, New York 12550

Owner of Record

Property	Tax Number	Owner	Book/ Page	Date of Sale
140 Montgomery Street	12-4-10	City of Newburgh	13076/1034	Oct 2010
146 Montgomery Street	12-4-2.1	City of Newburgh	13078/1034	Oct 2020
137 Smith Street	12-4-4.1	City of Newburgh	12814/1203	Feb 2009

Client: Kearney Realty & Development Group, Inc.

Type of Report Appraisal Report -561(A)

Date of Report March 31, 2026

Date of Appraisal March 26, 2026

Hypothetical Condition Yes: The analysis assumes an operating commercial property. The existing site is vacant development site

Extraordinary Assumptions Assumes that all sites will be legally assembled into one ownership. The Yes: building will be constructed and property will be leased.

Property Rights Fee Simple (as is)

Intended Users City of Newburgh, New York

Acquisition $200,000

Highest & Best Use Affordable Rental Housing - 122 units

Property Vacant Los – Three Lots

Improvements None

Area Overview The City of Newburgh is the largest city in the County of Orange and has the lowest household income. The city has one of the largest areas of historic houses in the region. Newburgh is a working-class neighborhood of the Hudson Valley, and most residents are renters.

Census Tract 4.00 - please see pages 30 and 31

Area

Property	Tax Number	Area _SF	Zoning	Site Class
140 Montgomery Street	12-4-10	25,258	WG	311
146 Montgomery Street	12-4-2.1	17.835	WG	311
137 Smith Street	12-4-4.1	14,388	WG	311
		57,481 +/-		

Flood Plain No – see page 16

Valuation Analysis of the 581(a) Year 2025

Assessment

Property	Tax Number	Assessment	Ass/factor (%)	If market
140 Montgomery Street	12-4-10	$132,000	100%	$132,000
146 Montgomery Street	12-4-2.1	$123,200	100%	$123,200
137 Smith Street	12-4-4.1	$67,800	100%	$67,800
		$323,000		$323,000

Real Estate Taxes None – City of Newburgh owned

Utilities: Electric, cable, telephone, gas, and water

Road Frontage Road Frontage on South Street, Montgomery Street and Smith Street

Location The neighborhood is a low-income area with a high rate of 75^ renters

Market Trends The demand for low-income and affordable housing is increasing.

The Town of Newburgh is significantly a higher income area than the City of Newburgh

Household Median Income – City- $61,831
Household Income – Town- $105,789

Median Priced Housing – City $246,838
Median Price housing – Town $404,843

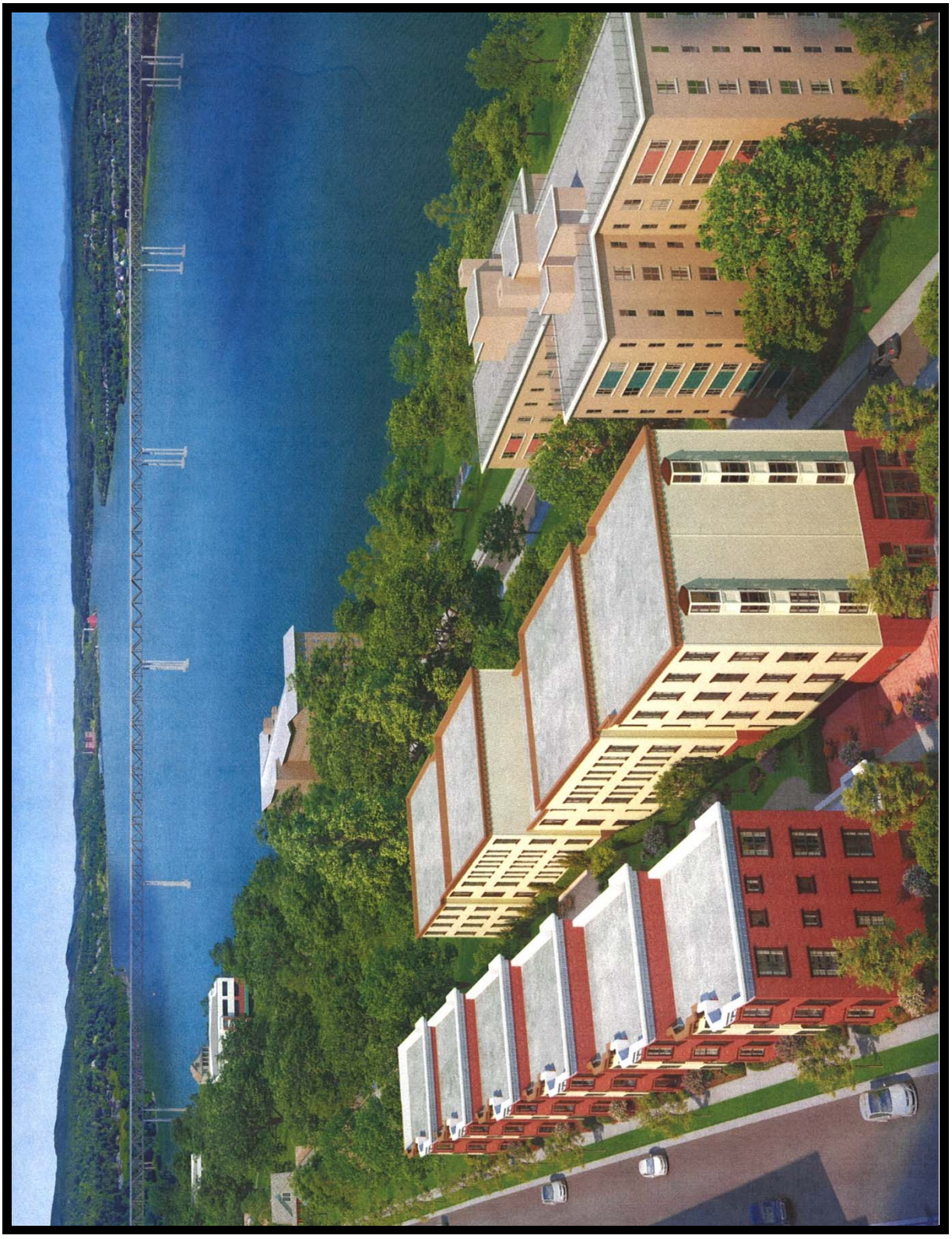
Wetland Not apparent per review of map – see page 16

Site Plan Note Proposed apartment building

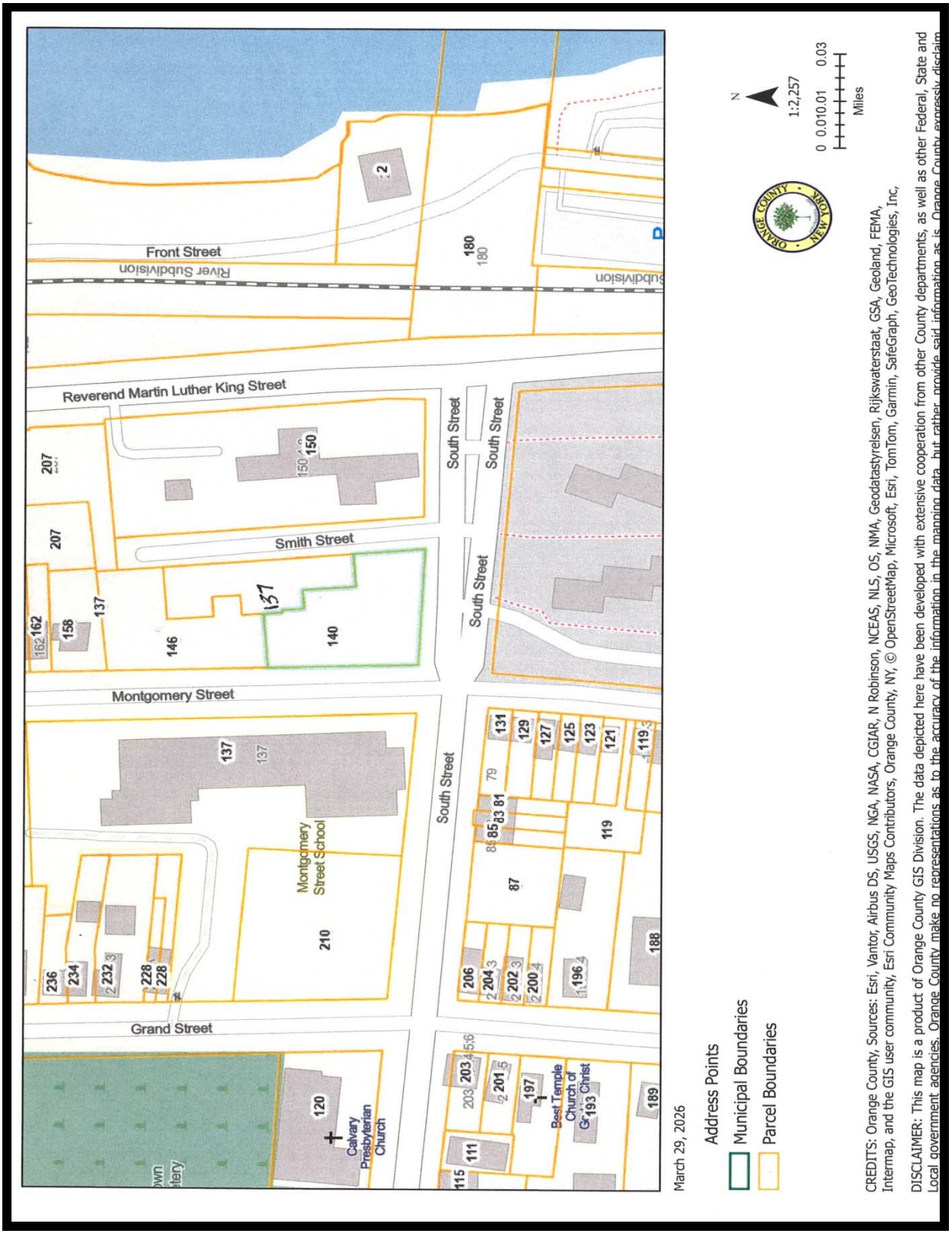
Valuation Conclusion and Analysis – AS IS

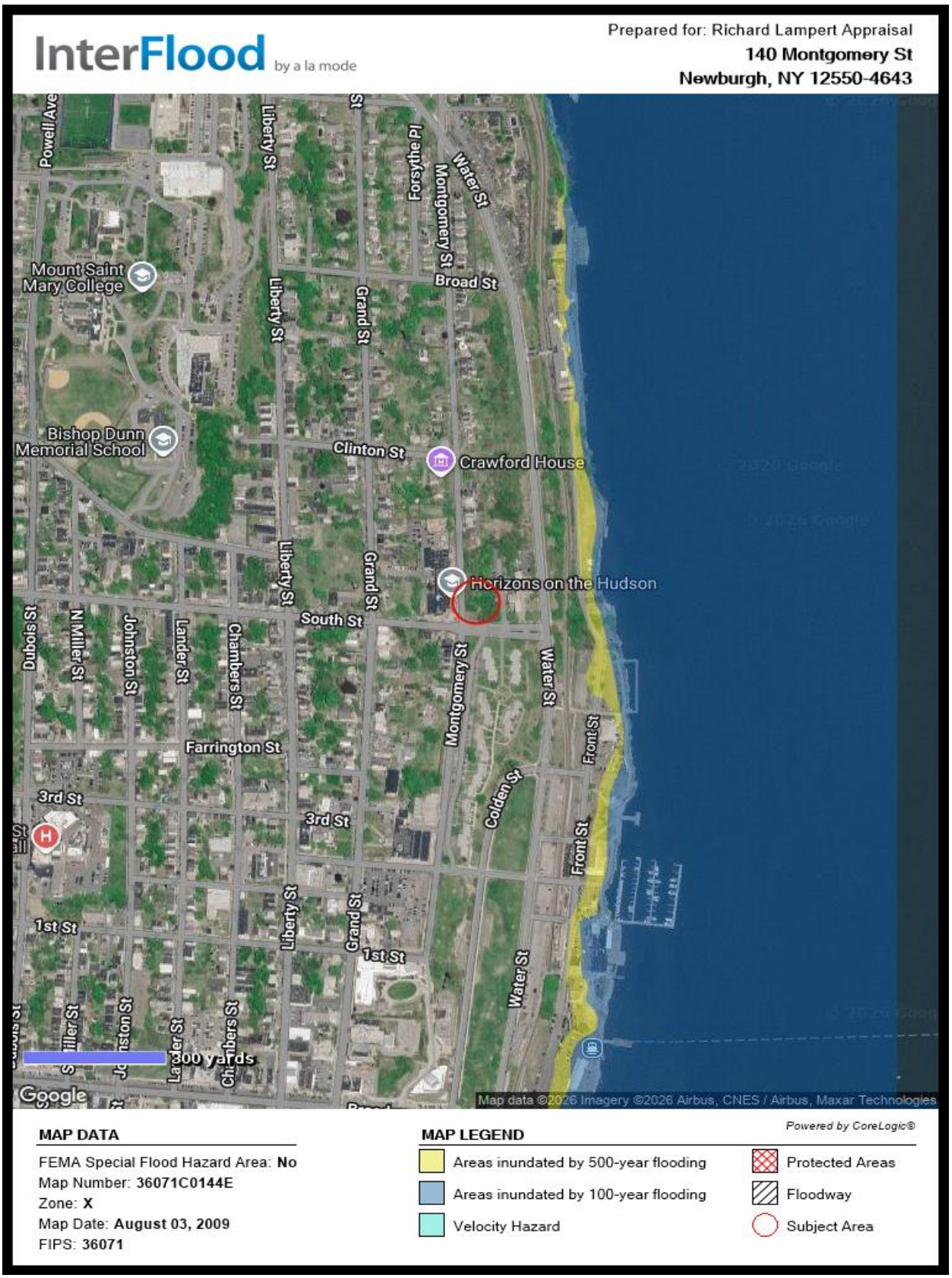
Cost Approach	***n/a***
Market Approach	***n/a***
Income Approach	***n/a***
Final Value Conclusion	***$8,750,000***
Exposure Time Estimate	***n/a***
Marketing Time Est	***n/a***

View of Proposed Improvements – 122 units



Tax Parcel Map – Three Parcels 140, 146 and 137




InterFlood by a la mode
Prepared for: Richard Lampert Appraisal
140 Montgomery St
Newburgh, NY 12550-4643
Powell Ave
Liberty St
Forsythe Pl
Water St
Montgomery St
Broad St
Mount Saint Mary College
Grand St
Bishop Dunn Memorial School
Clinton St
Crawford House
Horizons on the Hudson
South St
Dubois St
N Miller St
Johnston St
Lander St
Chambers St
Farrington St
3rd St
Colden St
Front St
1st St
300 yards
Google
Map data ©2026 Imagery ©2026 Airbus, CNES / Airbus, Maxar Technologies
MAP DATA
FEMA Special Flood Hazard Area: No
Map Number: 36071C0144E
Zone: X
Map Date: August 03, 2009
FIPS: 36071
MAP LEGEND
Powered by CoreLogic®
Areas inundated by 500-year flooding
Areas inundated by 100-year flooding
Velocity Hazard
Protected Areas
Floodway
Subject Area

Upper: West side of property - Looking north
Lower: East side of property – Looking north





Upper: Looking South on Montgomery Street - Subject property to the left
Lower Looking south on South Street – Subject property to the left





Market Area Analysis - City of Newburgh

The city's population has continued to increase during the last twenty years by immigration and limited internal growth. The City of Newburgh has a population *(2025)* of over 28,760 persons.in over 10,000 households. The median household income is $61,831 and average household income is $68,048. The median house value is $246,838 and average value is $329,155. The City of Newburgh has the highest unemployment rates in the county. The city has one of the largest areas of historic houses in the region. The city is mainly a renter community with 27% of population are owners, 61% are renters, and 12% is vacant non-occupied housing.

The City of Newburgh is the largest city in the County of Orange and the poorest. The city has one of the largest areas of historic houses in the region.

The city's population has continued to increase during the last twenty years by immigration and limited internal growth. The City of Newburgh has a population *(2009)* of over 28,000 persons. The City of Newburgh has the highest unemployment rates in the county.

The city consists of eight census tracts of 001, 002, 003.01, 003.02, 004, 005.01, 005.02, and 006. The subject property is in Census Tract 4, which is a lower income area of the City of Newburgh.

During the last 20 years, over 50% of the population growth within the City of Newburgh had incurred in Census Tract 4.00, which is also dominated by highest percentage of renters in the city. The city was considered an affordable community in the lower Hudson Region.

The major employers in Newburgh include St. Luke's Cornwall Hospital, 105th Airlift Wing-USAF Air National Guard, Stewart, C & S Wholesale Grocers Inc, Key Bank, Mid-Hudson Processing and Distribution USPS, Mount St. Mary College, AHRC-MR/DD Services and numerous large law firms.

Housing values in the City of Newburgh are 38% to 40% less than overall values in the County of Orange. Higher income families populate the area towards the east and many of these households have renovated their historic houses. In addition, this area has had some townhouse development in the 1980's and 1990's.

As 2025, renters in the city contain 61% of all households, the Town of Newburgh has only a 20% renter base.

The Town of Newburgh has a median household income of $94,318 versus the City of Newburgh of only $43,341.

Both the Town and City of Newburgh continue to have increases in population and households.

The poverty percentage of households in the City of Newburgh is 24%, but only 5.00% for the town. Education levels are significantly higher in the town with only 7% not having a high school diploma versus the city at 25%.

Demographic and Income Profile

Newburgh city, NY (3650034)
Newburgh city, NY (3650034)
Geography: Place

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Summary	Census 2020	2025	2030
Total Population	28,856	28,760	29,005
Total Households	9,771	10,154	10,421
Family Households	6,351	6,386	6,497
Average Household Size	2.89	2.77	2.72
Owner Occupied Housing Units	2,952	3,074	3,240
Renter Occupied Housing Units	6,819	7,080	7,181
Median Age	31.7	32.9	33.7

Trends 2025 - 2030	Area	State	National
Population	0.2%	-0.1%	0.4%
Households	0.5%	0.2%	0.6%
Family Population	0.3%	0.1%	0.5%
Owner Occupied Housing Units	1.1%	0.3%	0.0%
Median Household Income	2.3%	2.3%	2.5%

Population by Age	Census 2020		2025		2030	
	Number	Percent	Number	Percent	Number	Percent
0-4	1,986	6.9%	1,936	6.7%	1,941	6.7%
5-9	2,278	7.9%	1,924	6.7%	1,823	6.3%
10-14	2,431	8.4%	2,067	7.2%	1,803	6.2%
15-19	2,434	8.4%	2,565	8.9%	2,262	7.8%
20-24	2,262	7.8%	2,563	8.9%	2,765	9.5%
25-29	2,180	7.5%	2,094	7.3%	2,466	8.5%
30-34	2,192	7.6%	2,132	7.4%	1,974	6.8%
35-39	2,095	7.3%	2,011	7.0%	1,989	6.9%
40-44	1,863	6.5%	1,947	6.8%	1,897	6.5%
45-49	1,702	5.9%	1,722	6.0%	1,835	6.3%
50-54	1,677	5.8%	1,577	5.5%	1,587	5.5%
55-59	1,529	5.3%	1,515	5.3%	1,437	5.0%
60-64	1,333	4.6%	1,414	4.9%	1,427	4.9%
65-69	1,047	3.6%	1,163	4.0%	1,278	4.4%
70-74	744	2.6%	859	3.0%	979	3.4%
75-79	521	1.8%	612	2.1%	723	2.5%
80-84	308	1.1%	402	1.4%	495	1.7%
Age 85+	274	0.9%	257	0.9%	324	1.1%

Source: Esri forecasts for 2025 and 2030. U.S. Census Bureau 2020 decennial Census data

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Households by Income	2025		2030	
	Number	Percent	Number	Percent
<$10,000	905	8.9%	817	7.8%
$10,000-14,999	678	6.7%	666	6.4%
$15,000-19,999	376	3.7%	305	2.9%
$20,000-24,999	354	3.5%	310	3.0%
$25,000-29,999	486	4.8%	423	4.1%
$30,000-34,999	379	3.7%	352	3.4%
$35,000-39,999	274	2.7%	270	2.6%
$40,000-44,999	394	3.9%	392	3.8%
$45,000-49,999	424	4.2%	413	4.0%
$50,000-59,999	686	6.8%	672	6.5%
$60,000-74,999	834	8.2%	881	8.4%
$75000-99999	1,506	14.8%	1,622	15.6%
$100,000-124,999	867	8.5%	948	9.1%
$125,000-149,999	662	6.5%	757	7.3%
$150000-199999	950	9.4%	1,116	10.7%
$200,000-249,999	183	1.8%	225	2.2%
$250,000-299,999	119	1.2%	156	1.5%
$300,000-399,999	51	0.5%	62	0.6%
$400,000-499,999	19	0.2%	27	0.3%
$500,000+	7	0.1%	7	0.1%
Median Household Income	$61,831	-	$69,392	-
Average Household Income	$78,058	-	$84,316	-
Per Capita Income	$27,818	-	$30,550	-

Race and Ethnicity	Census 2020		2025		2030	
	Number	Percent	Number	Percent	Number	Percent
White Alone	6,554	22.7%	5,822	20.2%	5,428	18.7%
Black Alone	8,167	28.3%	8,478	29.5%	8,515	29.4%
American Indian	656	2.3%	686	2.4%	700	2.4%
Asian Alone	260	0.9%	262	0.9%	273	0.9%
Pacific Islander	24	0.1%	24	0.1%	24	0.1%
Some Other Race	9,737	33.7%	10,058	35.0%	10,560	36.4%
Two or More Races	3,458	12.0%	3,430	11.9%	3,505	12.1%
Hispanic (Any Race)	15,085	52.3%	15,639	54.4%	16,320	56.3%

ⓘ Source: Esri forecasts for 2025 and 2030. U.S. Census Bureau 2020 decennial Census data

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Housing Profile

Newburgh city, NY (3650034)
Newburgh city, NY (3650034)
Geography: Place

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Population		Households	
2020 Total Population	28,856	2025 Median Household Income	$61,831
2025 Total Population	28,760	2030 Median Household Income	$69,392
2030 Total Population	29,005	2025-2030 Annual Rate	2.33%
2025-2030 Annual Rate	0.17%		

	Census 2020		2025		2030	
Housing Units by Occupancy Status and Tenure	Number	Percent	Number	Percent	Number	Percent
Total Housing Units	11,099	100.0%	11,609	100.0%	11,918	100.0%
Occupied	9,771	88.0%	10,154	87.5%	10,421	87.4%
Owner	2,952	30.2%	3,074	30.3%	3,240	31.1%
Renter	6,819	69.8%	7,080	69.7%	7,181	68.9%
Vacant	1,328	12.0%	1,455	12.5%	1,497	12.6%

	2025		2030	
Owner Occupied Housing Units by Value	Number	Percent	Number	Percent
Total	3,068	100.0%	3,234	100.0%
<$50,000	90	2.9%	115	3.6%
$50,000-$99,999	207	6.8%	151	4.7%
$100,000-$149,999	361	11.8%	220	6.8%
$150,000-$199,999	476	15.5%	404	12.5%
$200,000-$249,999	427	13.9%	444	13.7%
$250,000-$299,999	345	11.3%	365	11.3%
$300,000-$399,999	480	15.7%	512	15.8%
$400,000-$499,999	257	8.4%	284	8.8%
$500,000-$749,999	223	7.3%	405	12.5%
$750,000-$999,999	51	1.7%	104	3.2%
$1,000,000-$1,499,999	121	3.9%	190	5.9%
$1,500,000-$1,999,999	27	0.9%	36	1.1%
$2,000,000+	3	0.1%	4	0.1%
Median Value	$246,838		$288,767	
Average Value	$329,155		$393,596	

Data Note: Persons of Hispanic Origin may be of any race.

ⓘ **Source**: Esri forecasts for 2025 and 2030. U.S. Census Bureau 2020 decennial Census data.

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Housing Profile | Newburgh city, NY (3650034) | Geography: Place

Census 2020 Housing Units	Number	Percent
Total	11,099	100.0%
Urban Housing Units	11,099	100.0%
Rural Housing Units	0	0.0%

Census 2020 Owner Occupied Housing Units by Mortgage Status	Number	Percent
Total	2,952	100.0%
Owned with a Mortgage/Loan	2,138	72.4%
Owned Free and Clear	814	27.6%

Census 2020 Vacant Housing Units by Status	Number	Percent
Total	1,328	100.0%
For Rent	471	35.5%
Rented- Not Occupied	42	3.2%
For Sale Only	69	5.2%
Sold - Not Occupied	42	3.2%
Seasonal/Recreational/Occasional Use	52	3.9%
For Migrant Workers	0	0.0%
Other Vacant	652	49.1%

Census 2020 Occupied Housing Units by Age of Householder and Home Ownership

		Owner Occupied Units	
	Occupied Units	Number	% of Occupied
Total	9,771	2,952	30.2%
15-24	391	29	1.0%
25-34	1,799	264	8.9%
35-44	2,131	523	17.7%
45-54	1,871	651	22.1%
55-59	870	328	11.1%
60-64	837	338	11.4%
65-74	1,147	494	16.7%
75-84	529	224	7.6%
85+	196	101	3.4%

Data Note: Persons of Hispanic Origin may be of any race.

ⓘ **Source**: Esri forecasts for 2025 and 2030. U.S. Census Bureau 2020 decennial Census data.

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Housing Profile | Newburgh city, NY (3650034) | Geography: Place

Census 2020 Occupied Housing Units by Race/Ethnicity of Householder and Home Ownership

		Owner Occupied Units	
	Occupied Units	Number	% of Occupied
Total	9,771	2,952	30.2%
White Alone	2,773	1,325	44.9%
Black/African American Alone	3,003	628	21.3%
American Indian/Alaska Native Alone	184	53	1.8%
Asian Alone	102	59	2.0%
Pacific Islander Alone	9	0	0.0%
Other Race Alone	2,639	585	19.8%
Two or More Races	1,061	302	10.2%
Hispanic Origin	4,175	1,011	34.3%

Census 2020 Occupied Housing Units by Size and Home Ownership

		Owner Occupied Units	
	Occupied Units	Number	% of Occupied
Total	9,771	2,952	30.2%
1-Person	2,769	759	25.7%
2-Person	2,320	831	28.1%
3-Person	1,610	452	15.3%
4-Person	1,438	414	14.0%
5-Person	897	239	8.1%
6-Person	447	155	5.3%
7+ Person	290	102	3.5%

2025 Housing Affordability

Housing Affordability Index	79
Percent of Income for Mortgage	25.0%

Data Note: Persons of Hispanic Origin may be of any race.

ⓘ **Source**: Esri forecasts for 2025 and 2030. U.S. Census Bureau 2020 decennial Census data.

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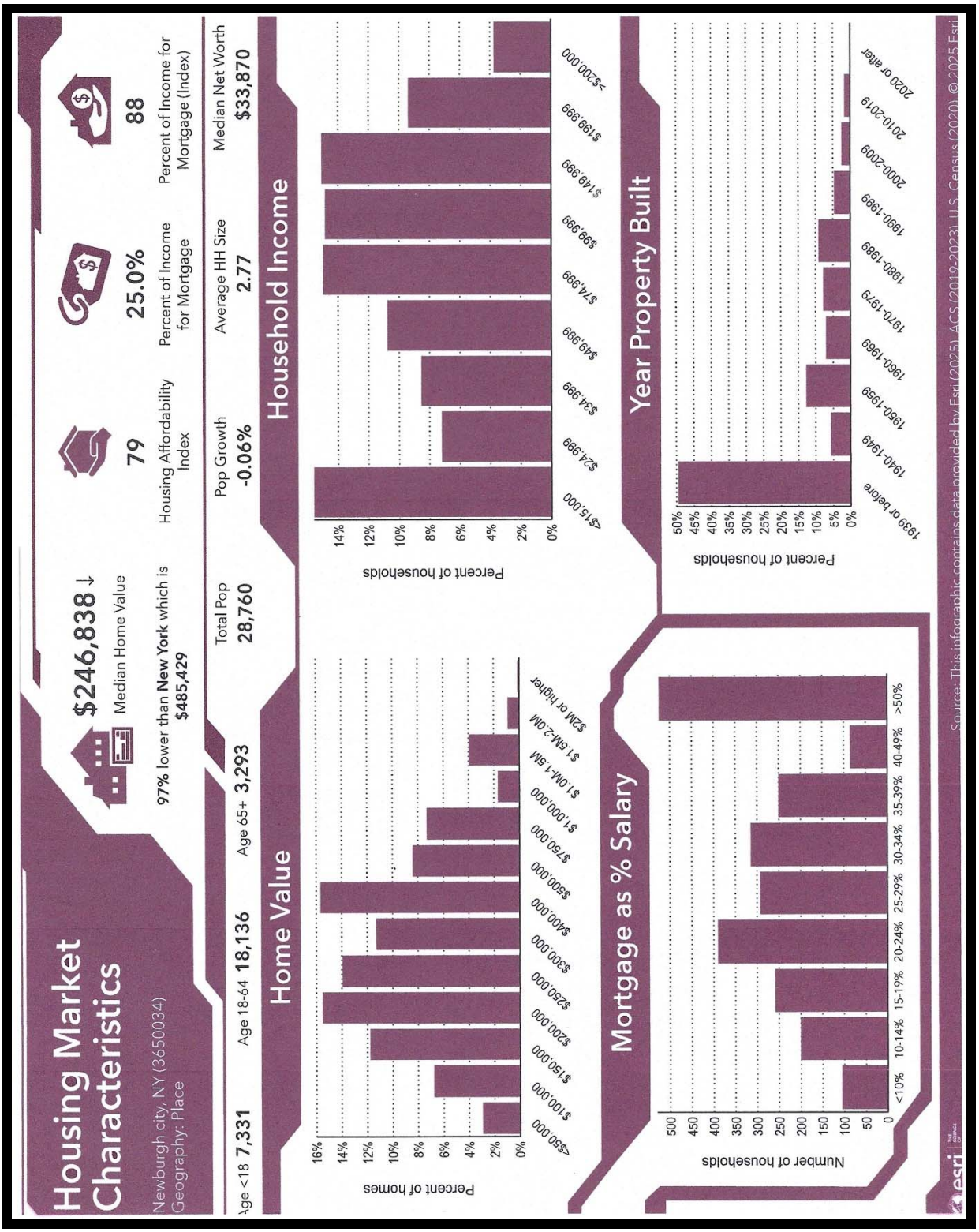
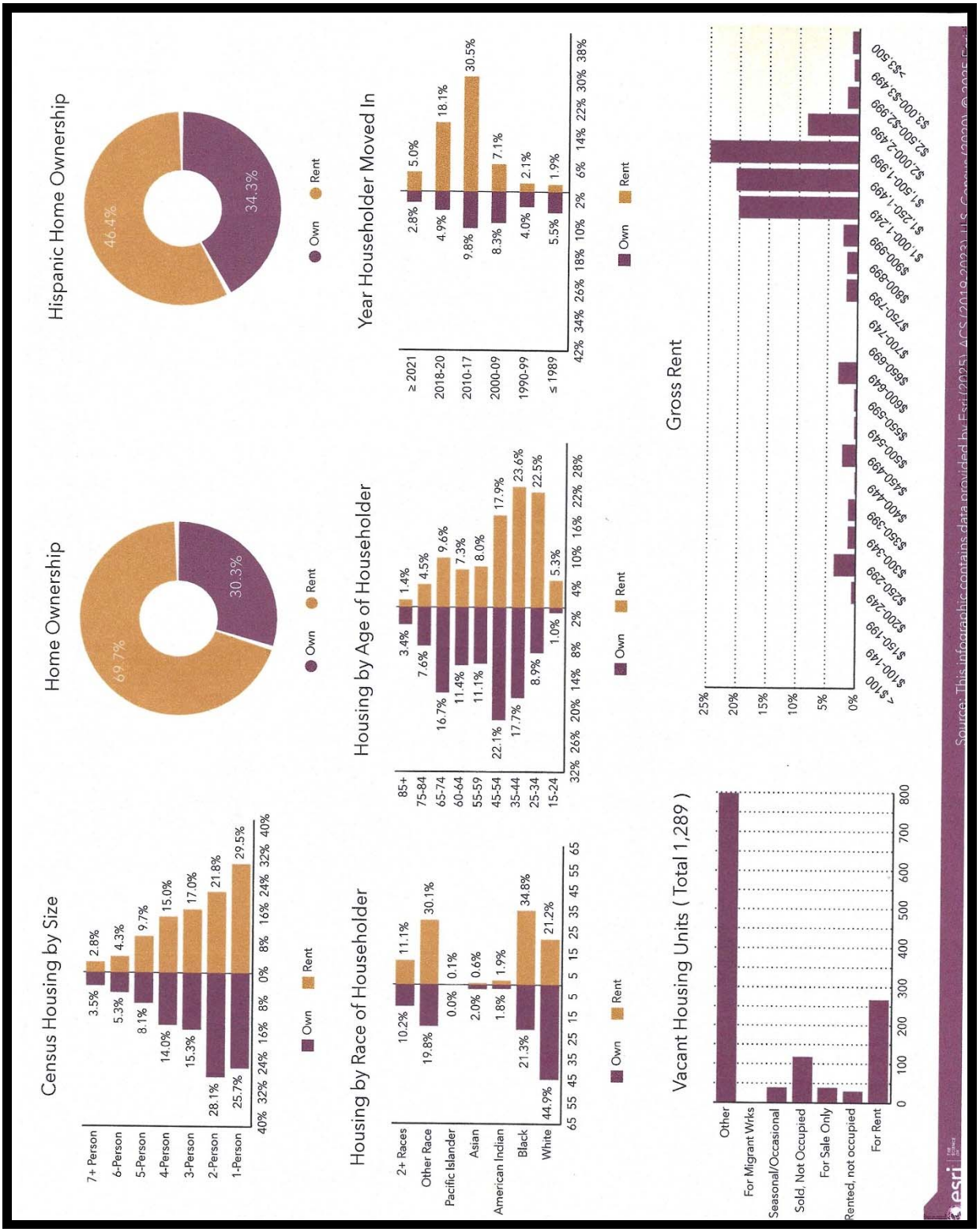

Housing Market Characteristics
Newburgh city, NY (3650034)
Geography: Place
$246,838 ↓
Median Home Value
97% lower than New York which is $485,429
79
Housing Affordability Index
25.0%
Percent of Income for Mortgage
88
Percent of Income for Mortgage (Index)
Age <18 7,331
Age 18-64 18,136
Age 65+ 3,293
Total Pop 28,760
Pop Growth -0.06%
Average HH Size 2.77
Median Net Worth $33,870
Home Value
Household Income
Year Property Built
Mortgage as % Salary
Percent of homes
Percent of households
Number of households
Source: This infographic contains data provided by Esri (2025), ACS (2019-2023), U.S. Census (2020). © 2025 Esri


Census Housing by Size
7+ Person 3.5% 2.8%
6-Person 5.3% 4.3%
5-Person 8.1% 9.7%
4-Person 14.0% 15.0%
3-Person 15.3% 17.0%
2-Person 28.1% 21.8%
1-Person 25.7% 29.5%
40% 32% 24% 16% 8% 0% 8% 16% 24% 32% 40%
Own Rent
Home Ownership
69.7% 30.3%
Own Rent
Hispanic Home Ownership
46.4% 34.3%
Own Rent
Housing by Race of Householder
2+ Races 10.2% 11.1%
Other Race 19.8% 30.1%
Pacific Islander 0.0% 0.1%
Asian 2.0% 0.6%
American Indian 1.8% 1.9%
Black 21.3% 34.8%
White 44.9% 21.2%
65 55 45 35 25 15 5 5 15 25 35 45 55 65
Own Rent
Housing by Age of Householder
85+ 3.4% 1.4%
75-84 7.6% 4.5%
65-74 16.7% 9.6%
60-64 11.4% 7.3%
55-59 11.1% 8.0%
45-54 22.1% 17.9%
35-44 17.7% 23.6%
25-34 8.9% 22.5%
15-24 1.0% 5.3%
32% 26% 20% 14% 8% 2% 4% 10% 16% 22% 28%
Own Rent
Year Householder Moved In
≥ 2021 2.8% 5.0%
2018-20 4.9% 18.1%
2010-17 9.8% 30.5%
2000-09 8.3% 7.1%
1990-99 4.0% 2.1%
≤ 1989 5.5% 1.9%
42% 34% 26% 18% 10% 2% 6% 14% 22% 30% 38%
Own Rent
Vacant Housing Units (Total 1,289)
Other
For Migrant Wrks
Seasonal/Occasional
Sold, Not Occupied
For Sale Only
Rented, not occupied
For Rent
0 100 200 300 400 500 600 700 800
Gross Rent
25%
20%
15%
10%
5%
0%
< $100
$100-149
$150-199
$200-249
$250-299
$300-349
$350-399
$400-449
$450-499
$500-549
$550-599
$600-649
$650-699
$700-749
$750-799
$800-899
$900-999
$1,000-1,249
$1,250-1,499
$1,500-1,999
$2,000-2,499
$2,500-$2,999
$3,000-$3,499
>$3,500
Source: This infographic contains data provided by Esri (2025), ACS (2019-2023), U.S. Census (2020), © 2025 Esri
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Community Profile | Newburgh city, NY (3650034) | Geography: Place

Per Capita Income	Newburgh city...
2025	$27,818
2030	$30,550

2025 Households by Income	
Household Income Base	10,154
<$10,000	8.9%
$10,000-14,999	6.7%
$15,000-19,999	3.7%
$20,000-24,999	3.5%
$25,000-29,999	4.8%
$30,000-34,999	3.7%
$35,000-39,999	2.7%
$40,000-44,999	3.9%
$45,000-49,999	4.2%
$50,000-59,999	6.8%
$60,000-74,999	8.2%
$75000-99999	14.8%
$100,000-124,999	8.5%
$125,000-149,999	6.5%
$150000-199999	9.4%
$200,000-249,999	1.8%
$250,000-299,999	1.2%
$300,000-399,999	0.5%
$400,000-499,999	0.2%
$500,000+	0.1%
Average Household Income	$78,058

2025 Affordability, Mortgage and Wealth	
Housing Affordability Index	79
Percent of Income for Mortgage	25.0%
Wealth Index	46

Median Home Value	
2025	$246,838
2030	$288,767

Source: Esri forecasts for 2025 and 2030. U.S. Census 2010 and 2020 Census data converted by Esri into 2020 geography. Consumer Spending data are derived from the 2022 and 2023 Consumer Expenditure Surveys, Bureau of Labor Statistics.

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Community Profile | Newburgh city, NY (3650034) | Geography: Place

2025 Home Value	Newburgh city...
Total Owner Occupied Housing Units	3,068
<$50,000	2.9%
$50,000 - $99,999	6.8%
$100,000 - $149,999	11.8%
$150,000 - $199,999	15.5%
$200,000 - $249,999	13.9%
$250,000 - $299,999	11.3%
$300,000 - $399,999	15.7%
$400,000 - $499,999	8.4%
$500,000 - $749,999	7.3%
$750,000 - $999,999	1.7%
$1,000,000 - $1,499,999	3.9%
$1,500,000 - $1,999,999	0.9%
$2,000,000 +	0.1%
Average Home Value	$329,155

Housing Unit Summary	
2010 Total Housing Units	10,505
Owner Occupied Housing Units	31.8%
Renter Occupied Housing Units	68.3%
Vacant Housing Units	14.0%
2020 Housing Units	11,099
Owner Occupied Housing Units	30.2%
Renter Occupied Housing Units	69.8%
Vacant Housing Units	12.0%
2025 Housing Units	11,609
Owner Occupied Housing Units	30.3%
Renter Occupied Housing Units	69.7%
Vacant Housing Units	12.5%
2030 Total Housing Units	11,918
Owner Occupied Housing Units	31.1%
Renter Occupied Housing Units	68.9%
Vacant Housing Units	12.6%

Source: Esri forecasts for 2025 and 2030. U.S. Census 2010 and 2020 Census data converted by Esri into 2020 geography. Consumer Spending data are derived from the 2022 and 2023 Consumer Expenditure Surveys, Bureau of Labor Statistics.

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Community Profile

Newburgh city, NY (3650034)
Newburgh city, NY (3650034)
Geography: Place

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Population Summary	Newburgh city...
2010 Total Population	28,866
2020 Total Population	28,856
2020 Group Quarters	647
2025 Total Population	28,760
2025 Group Quarters	635
2030 Total Population	29,005
2025-2030 Annual Rate	0.17%
2025 Total Daytime Population	27,479
Workers	11,580
Residents	15,899

Household Summary	
2010 Total Households	9,030
2010 Average Household Size	3.09
2020 Total Households	9,771
2020 Average Household Size	2.89
2025 Total Households	10,154
2025 Average Household Size	2.77
2030 Total Households	10,421
2030 Average Household Size	2.72
2025-2030 Annual Rate	0.52%
2025 Families	6,386
2025 Average Family Size	3.53
2030 Families	6,497
2030 Average Family Size	3.48
2025-2030 Growth Rate	0.3%

Median Household Income	
2025	$61,831
2030	$69,392

Source: Esri forecasts for 2025 and 2030. U.S. Census 2010 and 2020 Census data converted by Esri into 2020 geography. Consumer Spending data are derived from the 2022 and 2023 Consumer Expenditure Surveys, Bureau of Labor Statistics.

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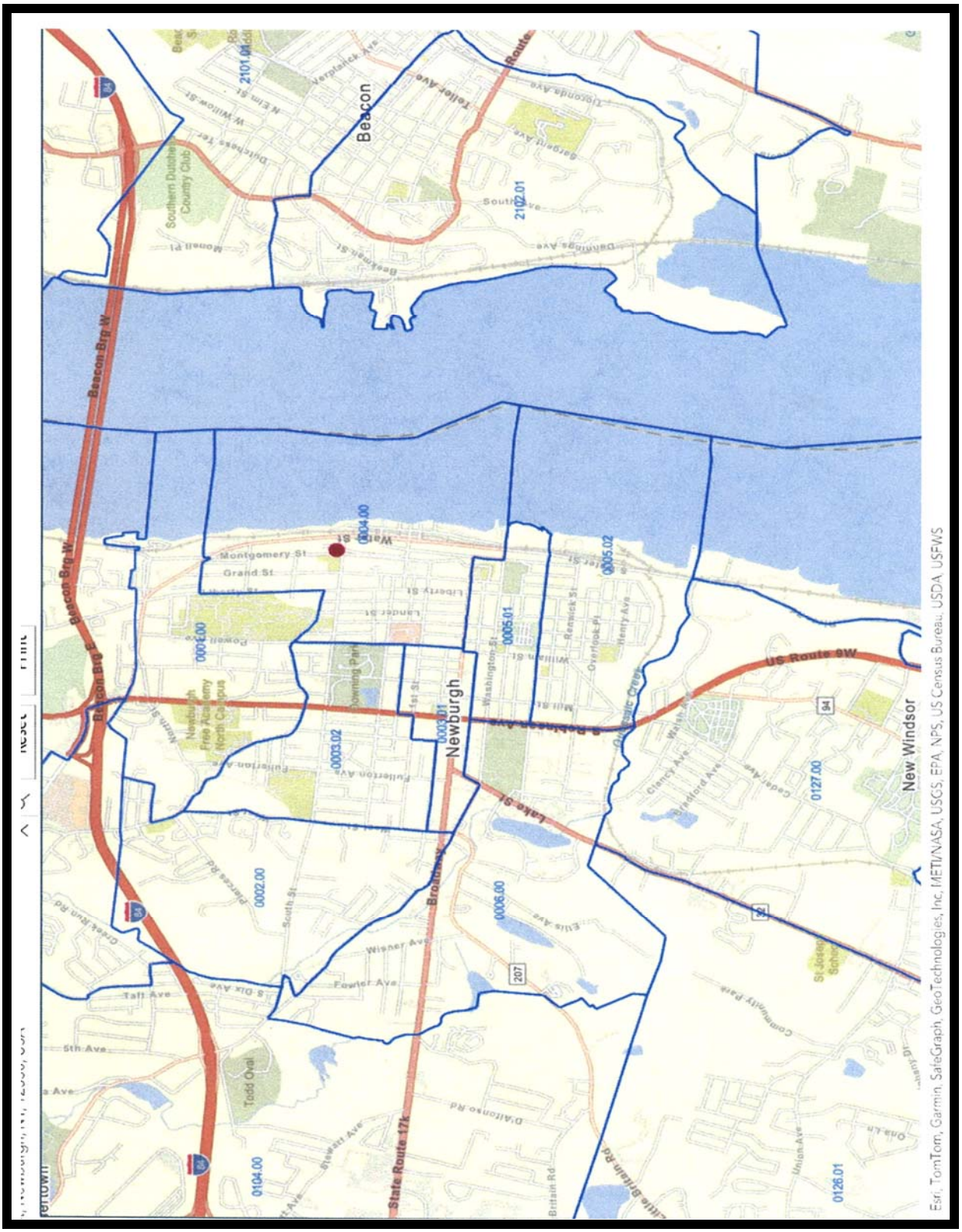
Census Tract Map



Census Tract Analysis – City of Newburgh

The following is summary analysis of the city by census track data. The subject is located in census track 4.00

Census Tract	1.00	2.00	3.01	3.02
Median HH Income	**$42,127**	**$83,669**	**$100,7,00**	$77,388
Mean HH Income	**$95,869**	**$100,622**	**$117.118**	$81,610
% Families - Poverty	**14.8%**	**14.7%**	**0.0%**	21.9%
Population	**3,537**	**2,695**	**1,650**	5,001
Households	**1,277**	**953**	**526**	1,469
Median House Price	**$305,500**	**$255,400**	**$95,300**	207,000
Owner Occupied	**522**	**630**	**60**	804
Renter Occupied	**755**	**323**	**466**	665

Census Tract	4.00	5.01	5.02	6.00.
Median HH Income	$36,091	n/a	n/a	$35,903
Mean HH Income	$62,068	$82,930	$83,390	$48,905
% Families - Poverty	39.0%	33.7%	7.8%	21.2%
Population	4,608	4,193	4,191	4.024
Median House Price	$228,000	$198,800	$339,900	$185,300
Households	1,803	1,474	1,474	1,740
Owner Occupied	596	418	1,313	249
Renter Occupied	1,297	1,056	740	1,391

Source: Census Data 2025

Police: The City of Newburgh Police Department is located at 55 Broadway, Newburgh New York. The department is comprised of eighty-three officers and 13 staff personnel. The City of Newburgh Police Department maintains several divisions including a crime unit, scuba/marine unit, motorcycle unit, bicycle unit, animal control, joint crimes task force to name a few.

Fire: The City of Newburgh Fire Department is located at 22 Grand Street, Newburgh, New York.

Post Office: The main Post Office for the City of Newburgh is located at 215-217 Liberty Street and the zip code is 12550. The area code is 845. The Town of Newburgh does not have a main Post Office they use the one located at 215-217 Liberty Street.

Medical: The Beacon/Newburgh area has two major medical centers. The closest hospital is Saint Lukes Hospital in the City of Newburgh, Saint Luke's Cornwall-Hospital located at 70 Dubois Street in Newburgh, New York.

Major Roads: The New York State Thruway (I-87/90) has an interchange west of the city. The city has direct access to Interstate Highway I-84. Other major roads within the city are Routes 9W, 17K, and 32.

Transportation: Amtrak at Beacon provides rail transportation, across the Hudson River and there is a Metro North Station located to the southwest in Cornwall. The county maintains a bus system within the area, along Broadway, Liberty and Lake Streets. Stewart International Airport is located within a 10–minute drive of the site.

Utilities: The Central Hudson Gas and Electric Corporation supply electricity and natural gas to the area. The city is the supplier of water and sewer facilities. Electric, Gas, Sewer and Water are available to the sites.

Education: In 1963 the Newburgh Enlarged City School District was formed. It consisted of the City of Newburgh and most of the Town of New Windsor and several school districts in the Town of Newburgh. The Newburgh Enlarged City School District directs the public schools of the City of Newburgh, the Town of Newburgh, and the Town of New Windsor.

The District serves 12,000 students with 9 elementary schools, 3 Junior High's North, South and Heritage for grades 7-9 and 1 High School the New Free Academy with 2,685 students in grades 10-12.

Mount Saint Mary College is a 4-year liberal arts college with majors in Nursing and Education located at 330 Powell Avenue in Newburgh. SUNY Orange, a 2-year community college, operates a branch in Newburgh. A major expansion of the Newburgh campus is expected in the next few years.

Library: The Newburgh Enlarged City School District also operates the Newburgh Free Public Library located at 124 Grand Street, Newburgh.

Shopping: There are no major food stores within the City of Newburgh. The Rite Aid Drug chain has recently completed a store on Broadway. Most stores are convenience type establishments. However, there are numerous service type shops available within the city. The main local shopping is located along Route 300 (Union Avenue) near the intersection of Route

300 and I-84. There is a Walmart, Home Depot, The Newburgh Shopping Mall and other major retailers along this road.

There are some addition strip shopping center and food store along Route 52. The Newburgh Mall is conveniently located at 1401 Route 300 in Newburgh. The mall is a regional indoor shopping center with over 65 stores and services.

The area has several supermarkets, they include Shop Rite Supermarket, Price Chopper and Garcia's Supermarket, all located in Newburgh. There is a Hannaford Supermarket and Pharmacy in New Windsor at 2636 State Route 32. Additional pharmacies include Wal-Mart Pharmacy, Rite Aid Pharmacy, and Ace Drug Co. Inc.

Recreation: The City of Newburgh has numerous parks, memorials, and smaller open spaces they include Delano-Hitch Recreational Park, Downing Park, and the Audrey Carney Park.

Identification of the Property: The subject properties are located in the City of Newburgh, New York.

Property	Tax Number	Owner	Book/ Page	Date of Sale
140 Montgomery Street	12-4-10	City of Newburgh	13076/1034	Oct 2010
146 Montgomery Street	12-4-2.1	City of Newburgh	13078/1034	Oct 2020
137 Smith Street	12-4-4.1	City of Newburgh	12814/1203	Feb 2009

Valuation Analysis of the 581(a) Year 2025

Purpose of the Appraisal: The purpose of the appraisal is to estimate the market value of the fee simple interest of the building and related land parcel son March 7 2026, subject to zoning and site approval.

Property Rights Appraised: As of the appraisal date, March 26, 2026, the property is vacant land. The properties are being appraised as fee simple.

Use of the Appraisal: This appraisal is intended for the use by developer to calculate the tax under the 581-a

Other Untended users: The report may be NYS HFA

Personal Property: Included in the valuation is no personal property.

History of the Property; The property has not been sold for the last five years.

Hypothetical Condition: *Yes*

Extraordinary Assumptions Yes

Jurisdictional Exception: **The valuation method as mandated by the RPTL 581-A is only the income approach. This has created a Jurisdictional Exception, as noted in this report.**

Scope of the Assignment

The scope of an appraisal is defined as "the amount and type of information researched, and the analysis applied in an assignment" (USPAP). In accordance with our Letter of Engagement, this assignment involves:

- Research and analysis in preparation of a credible appraisal.
- Presentation of our research, analysis, and final opinions in a summary report format.

Additionally, this appraisal assignment was prepared to conform to the applicable requirements set forth under:

This appraisal is being prepared for refinancing apparition. The valuation method as mandated by RPTL 581-a is only the income approach. **This has created *a Jurisdictional Exception***.

1. Obtained property data and related documents for the property.
2. Obtain financial data, real estate tax bills, and other needed data
3. Analyze revenues and expenses for trends and conditions
4. Estimated the value of the property by means of the income Approach -581(a)

Finally, I correlated and applied the resulting information in the valuation analysis.

Definition of Value and Interest Appraised

Market Value: Title XI of the Federal Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) requires the Office of the Comptroller of the Currency (OCC) to adopt regulations regarding the performance and utilization of appraisals by national banks. Regulations under 12CFR, Part 34, Subpart C-Appraisers, 34.42 Definitions (f) specifies that all real estate appraisal reports be based upon the following definition of "market value":

The most probable price which a property should bring in a competitive and open market under all condition's requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

(1) Buyer and seller are typically motivated.

(2) Both parties are well informed or well advised, and acting in what they consider their own best interests.

(3) A reasonable time is allowed for exposure in the open market.

(4) Payment is made in cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

(5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

"As Is " Value: The value of the property in its current condition and subject to the zoning in effect as of the current date of value.

Fee Simple Estate: Fee simple estate as defined in the *Dictionary of Real Estate Appraisal - Second Edition* and published by the American Institute of Real Estate Appraisers is as follows:

"Absolute ownership unencumbered by any other interest or estate; subject only to the limitations imposed by the government powers of taxation, eminent domain, police power, and escheat."

"As Is " Value : The value of the property in its current condition and subject to the zoning in effect as of the current date of value.

Fee Simple Estate : Fee simple estate as defined in the *Dictionary of Real Estate Appraisal - Second Edition* and published by the American Institute of Real Estate Appraisers is as follows:

"Absolute ownership unencumbered by any other interest or estate; subject only to the limitations imposed by the government powers of taxation, eminent domain, police power, and escheat."

Leased Fee Estate: Leasehold Interest estate as defined in the *Dictionary of Real Estate Appraisal - Second Edition* and published by the American Institute of Real Estate Appraisers is as follows: "*An ownership interest held by a landlord with the right of use and occupancy conveyed by lease to others; the rights of lesser or the Leasehold Interest owner and Leasehold Interest are specified by contract terms contained within the lease."*

Leasehold Interest: Leasehold interest as defined in the *"The Appraisal of Real Estate -12th"* edition by the Appraisal Institute sates as follows: The interest held by the lessee *(the tenant or renter)* through a lease transferring the rights of use and occupancy for a stated term under certain conditions.

Jurisdictional Exception Rule: If any part of USPAP is contrary to the law or public policy of any jurisdiction, only that part shall be void and no force or effect in that jurisdiction**.**

An appraiser using the **JURISDICTIONAL EXCEPTION RULE** must properly identify and comply with the law or regulation that precludes compliance with USPAP. In addition, the appraiser must disclose in the report the part of USPAP that is voided by that law and regulation and also cite in the report the specific law or regulation that precludes compliance with USPAP.

Extraordinary Assumption: An extraordinary assumption is defined as an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions.

Hypothetical Condition: A hypothetical condition is defined as condition that which is contrary to what exists but is supposed for the purpose of the analysis.

Exposure Time: Under Paragraph 3 of the Definition of Market Value, the value opinion presumes that "A reasonable time is allowed for exposure in the open market". Exposure time is defined as the length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at the market value on the effective date of the appraisal. Exposure time is presumed to precede the effective date of the appraisal. The reasonable exposure period is a function of price, time and use. It is not an isolated opinion of time alone. Exposure time is different for various types of real estate and under various market conditions. As noted above, exposure time is always presumed to precede the effective date of appraisal. It is the length of time the property would have been offered prior to a hypothetical market value sale on the effective date of appraisal. It is a retrospective opinion based on an analysis of recent past events, assuming a competitive and open market. It assumes not only adequate, sufficient and reasonable time but adequate, sufficient and a reasonable marketing effort. Exposure time and conclusion of value are therefore interrelated.

Marketing Time: Marketing time is an opinion of the time that might be required to sell a real property interest at the appraised value. Marketing time is presumed to start on the effective date of the appraisal. (Marketing time is subsequent to the effective date of the appraisal and exposure time is presumed to precede the effective date of the appraisal). The opinion of marketing time uses some of the same data analyzed in the process of estimating reasonable exposure time and it is not intended to be a prediction of a date of sale.

*

Contingent and Limiting Conditions

This appraisal report has been made with the following general assumptions:

1. No opinion is intended to be expressed, and no responsibility is assumed for the legal description or for any matters which are legal in nature or require legal expertise or specialized knowledge beyond that of a real estate appraiser. Title to the Property is assumed to be good and marketable and the Property is assumed to be free and clear of all liens unless otherwise stated. No survey of the Property was undertaken.
2. The information contained in the Appraisal or upon which the Appraisal is based has been gathered from sources the Appraiser assumes to be reliable and accurate. Some of such information may have been provided by the owner of the Property. Neither the Appraiser shall be responsible for the accuracy or completeness of such information, including the correctness of opinions, dimensions, sketches, exhibits and factual matters.
3. The opinion of value is only as of the date stated in the Appraisal. Changes since that date in external and market factors or in the Property itself can significantly affect property value.
4. The Appraisal is to be used in whole and not in part. No part of the Appraisal shall be used in conjunction with any other appraisal. Publication of the Appraisal or any portion thereof without the prior written consent of Ferrigno Realty Advisors is prohibited. Except as may be otherwise stated in the letter of engagement, the Appraisal may not be used by any person other than the party to whom it is addressed or for purposes other than that for which it was prepared. No part of the Appraisal shall be conveyed to the public through advertising or used in any sales or promotional material without Richard Lampert Appraisal written consent..
5. Except as may be otherwise stated in the letter of engagement, the Appraiser shall not be required to give testimony in any court or administrative proceeding relating to the Property or the Appraisal.
6. The Appraisal assumes (a) responsible ownership and competent management of the Property; (b) there are no hidden or unapparent conditions of the Property, subsoil or structures that render the Property more or less valuable (no responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them); (c) full compliance with all applicable federal, state and local zoning and environmental regulations and laws, unless noncompliance is stated, defined and analyzed in the Appraisal; and (d) all required licenses, certificates of occupancy and other governmental consents have been or can be obtained and renewed for any use on which the value opinion contained in the Appraisal is based.
7. The physical condition of the improvements analyzed within the Appraisal is based on visual inspection by the Appraiser or other person identified in the Appraisal. Ferrigno, LLC, Realty Advisors assumes no responsibility for the soundness of structural members or for the condition of mechanical equipment, plumbing or electrical components.
8. The projected potential gross income referred to in the Appraisal may be based on lease summaries provided by the owner or third parties. The Appraiser has not reviewed lease documents and assumes no responsibility for the authenticity or completeness of lease information provided by others. Richard Lampert Appraisal recommends that legal advice be obtained regarding the interpretation of lease provisions and the contractual rights of parties.

Contingent and Limiting Conditions

9. The projections of income and expenses are not predictions of the future. Rather, they are the Appraiser's opinion of current market thinking on future income and expenses. The Appraiser make no warranty or representation that these projections will materialize. The real estate market is constantly fluctuating and changing. It is not the Appraiser's task to predict or in any way warrant the conditions of a future real estate market; the Appraiser can only reflect what the investment community, as of the date of the Appraisal, envisages for the future in terms of rental rates, expenses, supply and demand.
10. Unless otherwise stated in the Appraisal, the existence of potentially hazardous or toxic materials which may have been used in the construction or maintenance of the improvements or may be located at or about the Property was not analyzed in arriving at the opinion of value. These materials (such as formaldehyde foam insulation, asbestos insulation and other potentially hazardous materials) may adversely affect the value of the Property. The Appraisers are not qualified to detect such substances. Richard Lampert Appraisal recommends that an environmental expert be employed to determine the impact of these matters on the opinion of value.
11. The author of this report is not qualified to comment on environmental issues that may affect the market value of the property appraised, including but not limited to pollution or contamination of land, buildings, water, groundwater or air. Unless expressly stated, the property is assumed to be free and clear of pollutants and contaminants, including but not limited to molds or mildews or the conditions that might give rise to either, and in compliance with all environmental condition, past, present, or future, that might affect the market value of the property appraised. If the party relying on this report requires information about environmental issues, then that party is cautioned to retain an expert qualified in such issues. We expressly deny any legal liability relating to the effect of environmental issues on the market value of the property being appraised
12. Unless otherwise stated in the Appraisal, compliance with the requirements of the Americans with Disabilities Act of 1990 (ADA) has not been analyzed in arriving at the opinion of value. Failure to comply with the requirements of the ADA may adversely affect the value of the property. Richard Lampert Appraisal recommends that an expert in this field be employed.
13. Additional work requested by the client beyond the scope of this assignment will be billed at our prevailing hourly rate. Preparation for court testimony, update valuations, additional research, depositions, travel or other proceedings will be billed at our prevailing hourly rate, plus reimbursement of expenses.
14. The reader acknowledges that Richard Lampert Appraisal been retained hereunder as an independent contractor to perform the services described herein and nothing in this agreement shall be deemed to create any other relationship between us. This assignment shall be deemed concluded and the services hereunder completed upon delivery to you of the appraisal report discussed herein.
15. This study has not been prepared for use in connection with litigation and this document is not suitable for use in a litigation action. Accordingly, no rights to expert testimony, pretrial or other conferences, deposition, or related services are included with this appraisal. Professional fees and expenses of Richard Lampert Appraisal either in accordance with the provisions of the engagement letter or arrangements at the time, as the case may be.

Report Support and Other

Richard J. Lampert

Summary of Professional Experience:

Actively engaged in real estate consulting, market analysis, investment research and appraisal since 1975. Market research assignments on senior citizens and multi-family projects in New York, Connecticut, New Jersey, Rhode Island and South Carolina.

Editor and Publisher of *The Waterbury Industrial and Office Report, The Greater Glens Falls & Saratoga Real Estate Report, Southeastern Connecticut Real Estate Report, and The Greater Danbury Office and Industrial Report.*

Extensive appraisal and consulting experience appraising all types of real property including office buildings, shopping centers, apartment buildings, and vacant land.

Richard J. Lampert - Real Estate Consultant and Appraiser, Pleasantville, NY

Cushman & Wakefield - Tri-State Financial Services Group, New York, NY

VMS Realty Partners, Vice President - Acquisitions & Technical Services, New York, NY

Landauer Associates, Assistant Vice President - Appraisal, New York, NY

Forest City Enterprises, Senior Analyst - Land Division, Cleveland, Ohio

NYS Urban Development Corporation, Real Estate Analyst, New York, NY

Education

Long Island University, Master of Science, *Taxation & Finance* - 1975
Saint Vincent College, Bachelor of Science, *Accounting* - 1973

Professional Affiliations

New York State Rural Advocates

New York - State Certified General Real Estate Appraiser NYS#: 46000006405
State of Connecticut - Certified General Real Estate Appraiser Conn # 0000354

Selected Clients

Clients include major commercial bank, local savings banks, Industrial corporations, law firms, accounting firms, developers, and real estate consulting firms.

Report Support and Other

Selected 581-A Assignments

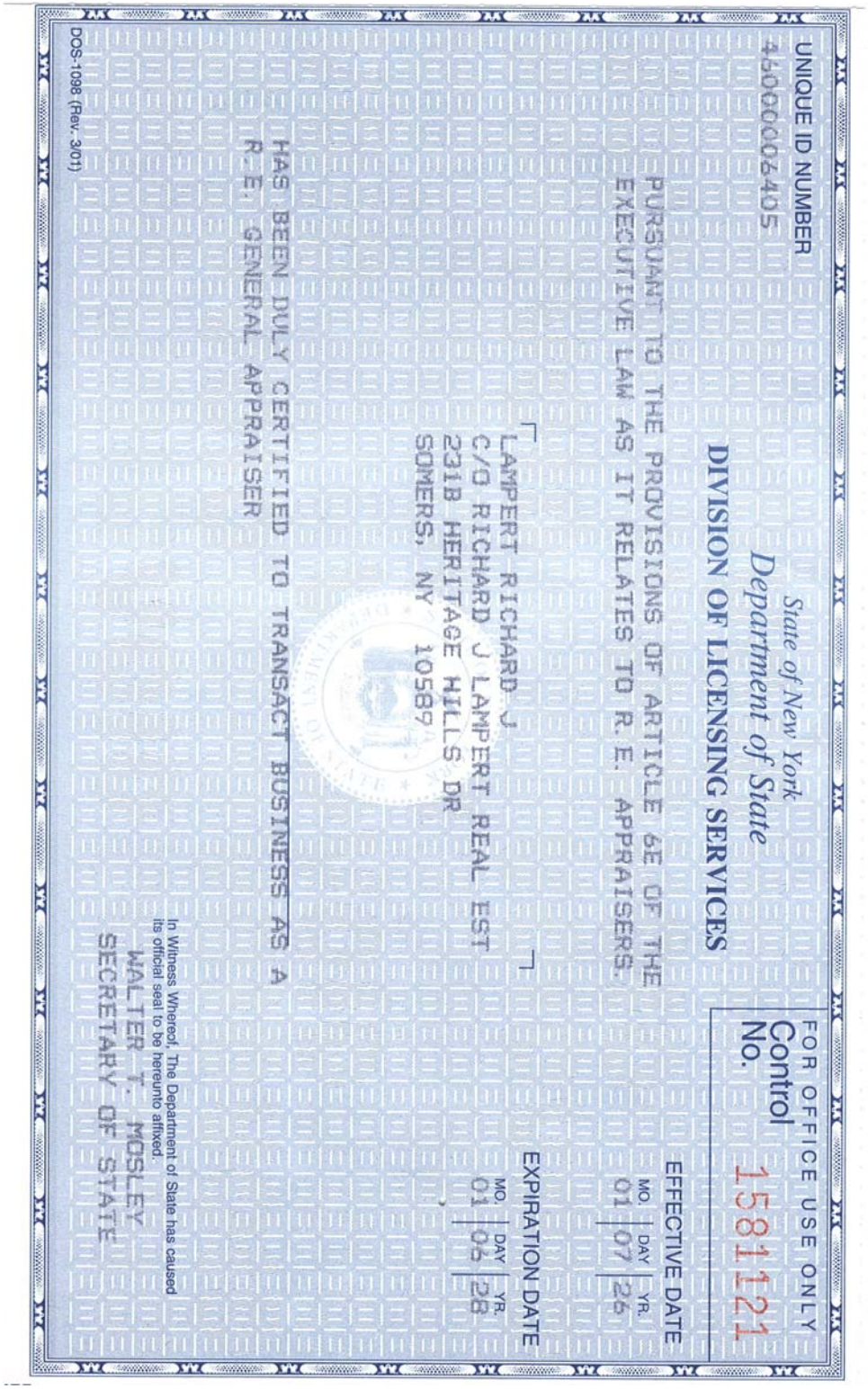
Property	Location	Units	Type
Rhinebeck	Rhinebeck	80	Family
Manor Lofts	Monticello	75	Family
Independence Square	Newburgh	80	Family
John Warren Apts	Mexico	36	Family
Greenwood Apartments	Mohawk	8	Family
Old Erie Place I	Jordan	24	Senior
Old Erie Place 2	Jordan	24	Senior
Old Erie Place 3	Jordan	24	Senior
Old Erie Place 4	Jordan	24	Senior
Campus Apartments	Frankfort	22	Senior
Litchfield Apartments	Frankfort	24	Senior
Streamside Apartments	Frankfort	20	Senior
Paddocks Landing	Phoenix	32	Senior
Village Center	Phoenix	25	Family
Bradley Place	Phoenix	24	Family
Christopher Court	Phoenix	40	Family
Patrick Court	Phoenix	24	Senior
Austin Court	Phoenix	24	Family
Wolcott Meadows -1	Wolcott	40	Family
Wolcott Meadows – 2	Wolcott	30	Senior
Pendell Commons	Poughkeepsie	72	Mixed
Murphy Manor	Haverstraw	28	Family
Kensico Terrace	White Plains	42	Family
Poughkeepsie Commons	Poughkeepsie	72	Mixed
Ulster Gardens	Ulster	164	Mixed
Pawling Seniors	Pawling	74	Senior
Union School	Syracuse	40	Senior
Independence Square	Newburgh	72	Mixed
Minetto Seniors	Minetto	39	Senior
Woodrow Wilson	Amsterdam	100	Family

Report Support and Other

The following documents are included in the addenda.

Document	Description
Assignment Letter	Oral over telephone
Appraisal License	Page 41
Property Card 1	Page 42
Property Card 2	Page 44
Property Card 3	Page 46
ESRI Demographic Data	In files additional data
Additional Data	Additional data and materials are maintained in the subject's and regional files in my office.

New York State Appraisal License



UNIQUE ID NUMBER
46000006405

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 1581121

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.

EFFECTIVE DATE MO. 01 DAY 07 YR. 26

EXPIRATION DATE MO. 01 DAY 06 YR. 28

LAMPERT RICHARD J
C/O RICHARD J LAMPERT REAL EST
231B HERITAGE HILLS DR
SOMERS, NY 10589

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A
R. E. GENERAL APPRAISER

In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.

WALTER T. MOSLEY
SECRETARY OF STATE

DOS-1098 (Rev. 3/01)

Tax Parcel 1

Property Description Report For: 140 Montgomery St, Municipality of City of Newburgh



Total Acreage/Size:	146 x 173	**Status:**	Active
Land Assessment:	2025 - $132,000 2024 - $120,000	**Roll Section:**	Wholly Exem
Full Market Value:	2025 - $132,000 2024 - $120,000	**Swis:**	331100
Equalization Rate:	----	**Tax Map ID #:**	12-4-10
Deed Book:	13076	**Property Class:**	311 - Res vac land
Grid East:	627049	**Site:**	RES 1
		In Ag. District:	No (1.0000)
		Site Property Class:	311 - Res vac land
		Zoning Code:	WG
		Neighborhood Code:	00004 - N East
		School District:	Newburg
		Total Assessment:	2025 - $132,000 2024 - $120,000
		Property Desc:	140-144 Montgomery St fka 62-74 South
		Deed Page:	1034
		Grid North:	974296

Area

Living Area:	0 sq. ft.	**First Story Area:**	0 sq. ft.
Second Story Area:	0 sq. ft.	**Half Story Area:**	0 sq. ft.
Additional Story Area:	0 sq. ft.	**3/4 Story Area:**	0 sq. ft.
Finished Basement:	0 sq. ft.	**Number of Stories:**	0
Finished Rec Room	0 sq. ft.	**Finished Area Over Garage**	0 sq. ft.

Structure

Building Style:	0	**Bathrooms (Full - Half):**	0 - 0
Bedrooms:	0	**Kitchens:**	0
Fireplaces:	0	**Basement Type:**	0
Porch Type:	0	**Porch Area:**	0.00
Basement Garage Cap:	0	**Attached Garage Cap:**	0.00 sq. ft.
Overall Condition:	0	**Overall Grade:**	
Year Built:		**Eff Year Built:**	

Owners

City of Newburgh
83 Broadway
Newburgh NY 12550

Sales

Sale Date	Price	Property Class	Sale Type	Prior Owner	Value Usable	Arms Length	Addl. Parcels	Deed Book and Page
10/18/2010	$1	350 - Urban renewl	Land Only	Newburgh Urban	No	No	Yes	13076/1034

Utilities

Sewer Type:	Comm/public	**Water Supply:**	Comm/public
Utilities:	Gas & elec	**Heat Type:**	0
Fuel Type:	0	**Central Air:**	No

Improvements

Structure	Size	Grade	Condition	Year

Special Districts for 2025

No information available for the 2025 roll year.

Special Districts for 2024

No information available for the 2024 roll year.

Exemptions

Year	Description	Amount	Exempt %	Start Yr	End Yr	V Flag	H Code	Own %
2025	CITY OWNED	$132,000	0	2011				0
2024	CITY OWNED	$120,000	0	2011				0

Taxes

Year	Description	Amount

*** Taxes reflect exemptions, but may not include recent changes in assessment.**

Tax Parcel 2

Property Description Report For: 146 Montgomery St, Municipality of City of Newburgh



Total Acreage/Size:	0.41	**Status:**	Active
Land Assessment:	2025 - $123,200 2024 - $112,000	**Roll Section:**	Wholly Exem
Full Market Value:	2025 - $123,200 2024 - $112,000	**Swis:**	331100
Equalization Rate:	----	**Tax Map ID #:**	12-4-2.1
		Property Class:	311 - Res vac land
		Site:	RES 1
		In Ag. District:	No (1.0000)
		Site Property Class:	311 - Res vac land
		Zoning Code:	WG
		Neighborhood Code:	00004 - N East
		School District:	Newburg
		Total Assessment:	2025 - $123,200 2024 - $112,000
		Property Desc:	fka 146-152 Montgomery 159-165 Smith St
Deed Book:	13076	**Deed Page:**	1034
Grid East:	627049	**Grid North:**	974481

Area

Living Area:	0 sq. ft.	**First Story Area:**	0 sq. ft.
Second Story Area:	0 sq. ft.	**Half Story Area:**	0 sq. ft.
Additional Story Area:	0 sq. ft.	**3/4 Story Area:**	0 sq. ft.
Finished Basement:	0 sq. ft.	**Number of Stories:**	0
Finished Rec Room	0 sq. ft.	**Finished Area Over Garage**	0 sq. ft.

Structure

Building Style:	0	**Bathrooms (Full - Half):**	0 - 0
Bedrooms:	0	**Kitchens:**	0
Fireplaces:	0	**Basement Type:**	0
Porch Type:	0	**Porch Area:**	0.00
Basement Garage Cap:	0	**Attached Garage Cap:**	0.00 sq. ft.
Overall Condition:	0	**Overall Grade:**	
Year Built:		**Eff Year Built:**	

Owners

City of Newburgh
83 Broadway
Newburgh NY 12550

Sales

Sale Date	Price	Property Class	Sale Type	Prior Owner	Value Usable	Arms Length	Addl. Parcels	Deed Book and Page
10/18/2010	$1	350 - Urban renewl	Land Only	Newburgh Urban	No	No	Yes	13076/1034

Utilities

Sewer Type:	Comm/public	**Water Supply:**	Comm/public
Utilities:	Gas & elec	**Heat Type:**	0
Fuel Type:	0	**Central Air:**	No

Improvements

Structure	Size	Grade	Condition	Year

Special Districts for 2025

No information available for the 2025 roll year.

Special Districts for 2024

No information available for the 2024 roll year.

Exemptions

Year	Description	Amount	Exempt %	Start Yr	End Yr	V Flag	H Code	Own %
2025	CITY OWNED	$123,200	0	2011				0
2024	CITY OWNED	$112,000	0	2011				0

Taxes

Year	Description	Amount

*** Taxes reflect exemptions, but may not include recent changes in assessment.**

Tax Parcel 3

Property Description Report For: 137 Smith St, Municipality of City of Newburgh



Total Acreage/Size:	218 x 66	**Status:**	Active
Land Assessment:	2025 - $67,800 2024 - $61,600	**Roll Section:**	Wholly Exem
Full Market Value:	2025 - $67,800 2024 - $61,600	**Swis:**	331100
Equalization Rate:	----	**Tax Map ID #:**	12-4-4.1
Deed Book:	12814	**Property Class:**	311 - Res vac land
Grid East:	627092	**Site:**	RES 1
		In Ag. District:	No (1.0000)
		Site Property Class:	311 - Res vac land
		Zoning Code:	WG
		Neighborhood Code:	00004 - N East
		School District:	Newburg
		Total Assessment:	2025 - $67,800 2024 - $61,600
		Property Desc:	fka 137-157 Smith
		Deed Page:	1203
		Grid North:	974578

Area

Living Area:	0 sq. ft.	**First Story Area:**	0 sq. ft.
Second Story Area:	0 sq. ft.	**Half Story Area:**	0 sq. ft.
Additional Story Area:	0 sq. ft.	**3/4 Story Area:**	0 sq. ft.
Finished Basement:	0 sq. ft.	**Number of Stories:**	0
Finished Rec Room	0 sq. ft.	**Finished Area Over Garage**	0 sq. ft.

Structure

Building Style:	0	**Bathrooms (Full - Half):**	0 - 0
Bedrooms:	0	**Kitchens:**	0
Fireplaces:	0	**Basement Type:**	0
Porch Type:	0	**Porch Area:**	0.00
Basement Garage Cap:	0	**Attached Garage Cap:**	0.00 sq. ft.
Overall Condition:	0	**Overall Grade:**	
Year Built:		**Eff Year Built:**	

Owners

City of Newburgh
83 Broadway
Newburgh NY 12550

Sales

Sale Date	Price	Property Class	Sale Type	Prior Owner	Value Usable	Arms Length	Addl. Parcels	Deed Book and Page
2/12/2009	$1	350 - Urban renewl	Land Only	City of Newburgh	No	No	No	12814/1203

Utilities

Sewer Type:	Comm/public	**Water Supply:**	Comm/public
Utilities:	Gas & elec	**Heat Type:**	0
Fuel Type:	0	**Central Air:**	No

Improvements

Structure	Size	Grade	Condition	Year

Special Districts for 2025

No information available for the 2025 roll year.

Special Districts for 2024

No information available for the 2024 roll year.

Exemptions

Year	Description	Amount	Exempt %	Start Yr	End Yr	V Flag	H Code	Own %
2025	CITY OWNED	$67,800	0	2009				0
2024	CITY OWNED	$61,600	0	2009				0

Taxes

Year	Description	Amount
2009	County	$713.52

*** Taxes reflect exemptions, but may not include recent changes in assessment.**

Support Data and Documents

CITY OF NEWBURGH

OFFICE OF THE CITY ASSESSOR

83 Broadway, Newburgh, New York 12550

(845) 569-7333 • www.cityofnewburgh-ny.gov

Jason Morris, PE
Interim City Manager

Renée Ozomek, IAO
City Assessor

April 16, 2026

Re: Project Name: "The Green"
RPT §581-a Analysis

For "The Green" project proposal, the developer's appraiser determined the value for this project to be $8,750,000 based upon a "loaded capitalization rate" (a/k/a "loaded cap rate") of 12.5189%.

The project will be subject to, and eligible for, a RPTL §581-a valuation analysis. This type of valuation also utilizes capitalization rates (a/k/a "cap rates). Cap rates are calculated as net operating income divided by market value. To estimate a project's market value, take a project's net operating income and divide it by the cap rate.

Cap rates for market rate, multi-family housing in Newburgh for 2026 range from 6.5% to 8.5%. Cap rates for §581-a eligible housing in Newburgh range from approximately 7.50% to 8.50%.

A loaded cap rate is the cap rate plus the mill rate. The mill rate is another term for the tax rate in a jurisdiction. The most current mill rate for Newburgh is 3.0189%. Using a loaded cap rate analysis can be more accurate in providing a property valuation because it considers a known tax rate in a particular taxing jurisdiction.

Cap rates (and loaded cap rates) for projects of the type proposed may be adjusted higher based on risk and location. The appraiser uses a cap rate of 9.5% / loaded cap rate of 12.1589%. Given the low vacancy rate of rental apartments in the City of Newburgh and demand for rental apartment units, no increased risk appears warranted for a project of this type. The developer's appraiser also noted an increasing demand for low-income and affordable housing. Therefore, loaded cap rate ranges between 10.5189% and 12.5189% are reasonable for valuation purposes.

The calculations provided show valuations at loaded cap rates between 10.5189% and 12.5189%, at 0.25% increments. Also provided are the projected tax amounts that correspond to each valuation based on current-year tax rates and an assumption for three percent (3%) annual increases.

Renée Ozomek

Renée Ozomek, IAO
City Assessor

Cap Rate Computation and Project Valuation - The Green

Year	Developer Proposed PILOT Payments*	Cap Rate Property Valuation	Tax Projections at Various Cap Rates*																	
			9.50%		9.25%		9.00%		8.75%		8.50%		8.25%		8.00%		7.75%		7.50%	
			$8,750,000	Difference (9.50%)	$8,930,000	Difference (9.25%)	$9,120,000	Difference (9.00%)	$9,300,000	Difference (8.75%)	$9,515,000	Difference (8.50%)	$9,725,000	Difference (8.25%)	$9,950,000	Difference (8.00%)	$10,175,000	Difference (7.75%)	$10,420,000	Difference (7.50%)
Year 1	$175,700.00		$264,141.13	$88,441.13	$269,585.09	$93,885.09	$275,320.94	$99,620.94	$280,754.91	$105,054.91	$287,245.48	$111,545.48	$293,585.11	$117,885.11	$300,377.57	$124,677.57	$307,170.02	$131,470.02	$314,566.25	$138,866.25
Year 2	$180,971.00		$272,065.36	$91,094.36	$277,672.64	$96,701.64	$283,580.57	$102,609.57	$289,177.56	$108,206.56	$295,862.84	$114,891.84	$302,392.66	$121,421.66	$309,388.90	$128,417.90	$316,385.12	$135,414.12	$324,003.24	$143,032.24
Year 3	$186,400.13		$280,227.32	$93,827.19	$286,002.82	$99,602.69	$292,087.99	$105,687.86	$297,852.88	$111,452.75	$304,738.73	$118,338.60	$311,464.44	$125,064.31	$318,670.56	$132,270.43	$325,876.67	$139,476.54	$333,723.33	$147,323.20
Year 4	$191,992.13		$288,634.14	$96,642.01	$294,582.91	$102,590.78	$300,850.62	$108,858.49	$306,788.47	$114,796.34	$313,880.89	$121,888.76	$320,808.38	$128,816.25	$328,230.68	$136,238.55	$335,652.97	$143,660.84	$343,735.03	$151,742.90
Year 5	$197,751.90		$297,293.17	$99,541.27	$303,420.39	$105,668.49	$309,876.14	$112,124.24	$315,992.12	$118,240.22	$323,297.32	$125,545.42	$330,432.63	$132,680.73	$338,077.60	$140,325.70	$345,722.56	$147,970.66	$354,047.09	$156,295.19
Year 6	$203,684.45		$306,211.96	$102,527.51	$312,523.01	$108,838.56	$319,172.43	$115,487.98	$325,471.89	$121,787.44	$332,996.24	$129,311.79	$340,345.61	$136,661.16	$348,219.93	$144,535.48	$356,094.24	$152,409.79	$364,668.50	$160,984.05
Year 7	$209,794.99		$315,398.32	$105,603.33	$321,898.70	$112,103.71	$328,747.60	$118,952.61	$335,236.05	$125,441.06	$342,986.13	$133,191.14	$350,555.97	$140,760.98	$358,666.53	$148,871.54	$366,777.07	$156,982.08	$375,608.55	$165,813.56
Year 8	$216,088.84		$324,860.27	$108,771.43	$331,555.66	$115,466.82	$338,610.03	$122,521.19	$345,293.13	$129,204.29	$353,275.71	$137,186.87	$361,072.65	$144,983.81	$369,426.52	$153,337.68	$377,780.38	$161,691.54	$386,876.81	$170,787.97
Year 9	$222,571.50		$334,606.08	$112,034.58	$341,502.33	$118,930.83	$348,768.33	$126,196.83	$355,651.92	$133,080.42	$363,873.98	$141,302.48	$371,904.83	$149,333.33	$380,509.32	$157,937.82	$389,113.79	$166,542.29	$398,483.11	$175,911.61
Year 10	$229,248.65		$344,644.26	$115,395.61	$351,747.40	$122,498.75	$359,231.38	$129,982.73	$366,321.48	$137,072.83	$374,790.20	$145,541.55	$383,061.98	$153,813.33	$391,924.60	$162,675.95	$400,787.20	$171,538.55	$410,437.61	$181,188.96
Year 11	$236,126.11		$354,983.59	$118,857.48	$362,299.82	$126,173.71	$370,008.32	$133,882.21	$377,311.12	$141,185.01	$386,033.91	$149,907.80	$394,553.84	$158,427.73	$403,682.34	$167,556.23	$412,810.82	$176,684.71	$422,750.74	$186,624.63
Year 12	$243,209.89		$365,633.10	$122,423.21	$373,168.81	$129,958.92	$381,108.57	$137,898.68	$388,630.46	$145,420.57	$397,614.92	$154,405.03	$406,390.45	$163,180.56	$415,792.81	$172,582.92	$425,195.15	$181,985.26	$435,433.26	$192,223.37
Year 13	$250,506.19		$376,602.09	$126,095.90	$384,363.88	$133,857.69	$392,541.83	$142,035.64	$400,289.37	$149,783.18	$409,543.37	$159,037.18	$418,582.17	$168,075.98	$428,266.59	$177,760.40	$437,951.00	$187,444.81	$448,496.26	$197,990.07
Year 14	$258,021.37		$387,900.15	$129,878.78	$395,894.79	$137,873.42	$404,318.08	$146,296.71	$412,298.05	$154,276.68	$421,829.67	$163,808.30	$431,139.63	$173,118.26	$441,114.59	$183,093.22	$451,089.53	$193,068.16	$461,951.14	$203,929.77
Year 15	$265,762.01		$399,537.16	$133,775.15	$407,771.64	$142,009.63	$416,447.62	$150,685.61	$424,666.99	$158,904.98	$434,484.56	$168,722.55	$444,073.82	$178,311.81	$454,348.03	$188,586.02	$464,622.22	$198,860.21	$475,809.68	$210,047.67
Year 16	$273,734.88		$411,523.27	$137,788.39	$420,004.79	$146,269.91	$428,941.05	$155,206.17	$437,407.00	$163,672.12	$447,519.10	$173,784.22	$457,396.04	$183,661.16	$467,978.47	$194,243.59	$478,560.88	$204,826.00	$490,083.97	$216,349.09
Year 17	$281,946.92		$423,868.97	$141,922.05	$432,604.93	$150,658.01	$441,809.29	$159,862.37	$450,529.21	$168,582.29	$460,944.67	$178,997.75	$471,117.92	$189,171.00	$482,017.82	$200,070.90	$492,917.71	$210,970.79	$504,786.49	$222,839.57
Year 18	$290,405.33		$436,585.04	$146,179.71	$445,583.08	$155,177.75	$455,063.56	$164,658.23	$464,045.09	$173,639.76	$474,773.01	$184,367.68	$485,251.45	$194,846.12	$496,478.36	$206,073.03	$507,705.24	$217,299.91	$519,930.08	$229,524.75
Year 19	$299,117.49		$449,682.59	$150,565.10	$458,950.57	$159,833.08	$468,715.47	$169,597.98	$477,966.44	$178,848.95	$489,016.20	$189,898.71	$499,809.00	$200,691.51	$511,372.71	$212,255.22	$522,936.40	$223,818.91	$535,527.98	$236,410.49
Year 20	$308,091.01		$463,173.07	$155,082.06	$472,719.09	$164,628.08	$482,776.93	$174,685.92	$492,305.43	$184,214.42	$503,686.69	$195,595.68	$514,803.27	$206,712.26	$526,713.89	$218,622.88	$538,624.49	$230,533.48	$551,593.82	$243,502.81
Year 21	$317,333.74		$477,068.26	$159,734.52	$486,900.66	$169,566.92	$497,260.24	$179,926.50	$507,074.60	$189,740.86	$518,797.29	$201,463.55	$530,247.37	$212,913.63	$542,515.30	$225,181.56	$554,783.22	$237,449.48	$568,141.64	$250,807.90
Year 22	$326,853.76		$491,380.31	$164,526.55	$501,507.68	$174,653.92	$512,178.05	$185,324.29	$522,286.84	$195,433.08	$534,361.21	$207,507.45	$546,154.79	$219,301.03	$558,790.76	$231,937.00	$571,426.72	$244,572.96	$585,185.89	$258,332.13
Year 23	$336,659.37		$506,121.72	$169,462.35	$516,552.91	$179,893.54	$527,543.39	$190,884.02	$537,955.44	$201,296.07	$550,392.04	$213,732.67	$562,539.43	$225,880.06	$575,554.49	$238,895.12	$588,569.52	$251,910.15	$602,741.46	$266,082.09
Year 24	$346,759.15		$521,305.37	$174,546.22	$532,049.50	$185,290.35	$543,369.69	$196,610.54	$554,094.10	$207,334.95	$566,903.80	$220,144.65	$579,415.61	$232,656.46	$592,821.12	$246,061.97	$606,226.61	$259,467.46	$620,823.71	$274,064.56
Year 25	$357,161.92		$536,944.53	$179,782.61	$548,010.98	$190,849.06	$559,670.78	$202,508.86	$570,716.93	$213,555.01	$583,910.92	$226,749.00	$596,798.08	$239,636.16	$610,605.75	$253,443.83	$624,413.41	$267,251.49	$639,448.42	$282,286.50
Year 26	$367,876.78		$553,052.87	$185,176.09	$564,451.31	$196,574.53	$576,460.91	$208,584.13	$587,838.43	$219,961.65	$601,428.25	$233,551.47	$614,702.02	$246,825.24	$628,923.93	$261,047.15	$643,145.81	$275,269.03	$658,631.87	$290,755.09
Year 27	$378,913.09		$569,644.45	$190,731.36	$581,384.85	$202,471.76	$593,754.73	$214,841.64	$605,473.59	$226,560.50	$619,471.09	$240,558.00	$633,143.08	$254,229.99	$647,791.64	$268,878.55	$662,440.18	$283,527.09	$678,390.83	$299,477.74
Year 28	$390,280.48		$586,733.79	$196,453.31	$598,826.40	$208,545.92	$611,567.38	$221,286.90	$623,637.79	$233,357.31	$638,055.23	$247,774.75	$652,137.38	$261,856.90	$667,225.39	$276,944.91	$682,313.39	$292,032.91	$698,742.55	$308,462.07
Year 29	$401,988.89		$604,335.80	$202,346.91	$616,791.19	$214,802.30	$629,914.40	$227,925.51	$642,346.93	$240,358.04	$657,196.88	$255,207.99	$671,701.50	$269,712.61	$687,242.16	$285,253.27	$702,782.79	$300,793.90	$719,704.83	$317,715.94
Year 30	$414,048.56		$622,465.88	$208,417.32	$635,294.92	$221,246.36	$648,811.83	$234,763.27	$661,617.34	$247,568.78	$676,912.79	$262,864.23	$691,852.54	$277,803.98	$707,859.42	$293,810.86	$723,866.27	$309,817.71	$741,295.97	$327,247.41
	$8,359,000.53		**$12,566,624.06**	**$4,207,623.53**	**$12,825,622.72**	**$4,466,622.19**	**$13,098,508.17**	**$4,739,507.64**	**$13,357,031.55**	**$4,998,031.02**	**$13,665,823.12**	**$5,306,822.59**	**$13,967,433.65**	**$5,608,433.12**	**$14,290,587.76**	**$5,931,587.23**	**$14,613,741.39**	**$6,254,740.86**	**$14,965,620.11**	**$6,606,619.58**

* Developer proposes three percent (3%) PILOT payments year-over-year. Cap rate calculations assume three percent (3%) increases year-over-year.

AGREEMENT FOR PAYMENT IN LIEU OF TAXES ("PILOT") BY AND AMONG THE CITY OF NEWBURGH, THE GREEN HOUSING DEVELOPMENT FUND COMPANY, INC. AND NEWBURGH GREEN APARTMENTS LIMITED PARTNERSHIP

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 **THE GREEN 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 RUPCO, Inc., 289 Fair Street, Kingston, New York 12401 (the "HDFC"), which HDFC will hold title to the Property (as hereinafter defined) for the benefit of **NEWBURGH GREEN APARTMENTS LIMITED PARTNERSHIP**, a New York Limited Partnership, having its principal office located at c/o The Kearney Realty & Development Group Inc., 57 Route 6, Suite 207, Baldwin Place, New York 10505 (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 three (3) parcels of real property all located in the City of Newburgh, County of Orange, State of New York, known as 137 Smith Street (Section 12, Block 4, Lot 4.1), 140 Montgomery Street (Section 12, Block 4, Lot 10), and 146 Montgomery Street (Section 12, Block 4, Lot 2.1), all as listed and described on the Official Tax Map of the City of Newburgh (collectively hereafter referred to as 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, by the First Taxable Status Date, as defined in Section 2 below, the HDFC will be the co-general partner of the Company; and

WHEREAS, the HDFC and the Company have each been formed for the primary purpose of providing residential rental accommodations for persons of middle and low income, as well as the construction of approximately 5,612 square feet of commercial retail space; 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, as well as develop, own, construct, and maintain the commercial retail space (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, it is agreed 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 (the "School District") (the City, the County, and the School District collectively referred to as the "Taxing Jurisdictions").

2. This tax exemption will operate for a period of **thirty (30) years**, measured from the City's first taxable status date following the date that a permanent certificate of occupancy ("Certificate of Occupancy") is issued by the City ("First Taxable Status Date"). 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 exemption 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 annual payments in lieu of taxes ("PILOT") in the amounts set forth in section 3(a) 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 $175,700.00 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 payment shall be made on or before February 15 of the calendar year following the first taxable year as contemplated in Section 2. Subsequent PILOT payments shall be due and received by the City on or before **February 15** of the calendar year to which this Agreement applies. The PILOT payment shall be payable to the "City of

Newburgh." The PILOT 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 payment will not be reduced for any reason, nor will the HDFC or the Company seek to commence any action(s) to reduce a PILOT payment, 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 in accordance with certain representations made in Schedule E of a Site Development Agreement dated October 24, 2022 (and as may be amended from time to time) between the City of Newburgh and The Kearney Realty & Development Group Inc., 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; and (c) none of the Parties are in default under this Agreement.

6. 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.

7. Failure to make PILOT payments when due, as required pursuant to Section 4 of this Agreement, and which failure continues for more than thirty (30) days following written notice from the City shall constitute an Event of Default hereunder ("Event of Default" or "Default").

a. Whenever an Event of Default under this Agreement for failure to make required PILOT 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. 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.

c. 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.

8. All notices and other communications hereunder shall be in writing and shall be sufficiently given when delivered to the applicable addresses stated in **Exhibit B** (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: New York State Housing Finance Agency
attn: President, Finance and Development
641 Lexington Avenue
New York, New York 10022

with copy to:

New York State Housing Finance Agency
Attn: Senior Vice President and Counsel
641 Lexington Avenue
New York, New York 10022

Bank: [_____]
[_____]
[_____]

9. 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.

10. 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.

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

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

13. 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.

14. 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 partnership, the co-general partner of which is the HDFC, 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. 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.

15. 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.

16. 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.

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

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

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

20. 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.

21. This Agreement shall be deemed withdrawn unless fully-executed by the Parties on or before December 31, 2026.

[Remainder of page intentionally left blank.
Signature page to follow.]

DRAFT

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

THE GREEN HOUSING DEVELOPMENT FUND COMPANY, INC.

By: _____
Name: Kevin O'Connor
Title: President

DATED: _____, 2026

NEWBURGH GREEN APARTMENTS LIMITED PARTNERSHIP

By: THE GREEN ASSOCIATES MGP, LLC
its managing general partner

By: _____
Name: Kenneth Kearney
Title: Manager

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 **Kevin O'Connor**, 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 **Kenneth Kearney**, 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

DRAFT

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

1.	**$175,700.00**
2.	**$180,971.00**
3.	**$186,400.13**
4.	**$191,992.13**
5.	**$197,751.90**
6.	**$203,684.45**
7.	**$209,794.99**
8.	**$216,088.84**
9.	**$222,571.50**
10.	**$229,248.65**
11.	**$236,126.11**
12.	**$243,209.89**
13.	**$250,506.19**
14.	**$258,021.37**
15.	**$265,762.01**
16.	**$273,734.88**
17.	**$281,946.92**
18.	**$290,405.33**
19.	**$299,117.49**
20.	**$308,091.01**
21.	**$317,333.74**
22.	**$326,853.76**
23.	**$336,659.37**
24.	**$346,759.15**
25.	**$357,161.92**
26.	**$367,876.78**
27.	**$378,913.09**
28.	**$390,280.48**
29.	**$401,988.89**
30.	**$414,048.56**

DRAFT

Exhibit B (Notices)

City of Newburgh

City of Newburgh
attn: City Clerk
83 Broadway
Newburgh, New York 12550

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

The Green Housing Development Fund Company, Inc.

c/o RUPCO, Inc.
attn: Kevin O'Connor, Chief Executive Officer
289 Fair Street
Kingston, New York 12401

Newburgh Green Apartments Limited Partnership

c/o The Kearney Realty & Development Group Inc.
attn: Kenneth Kearney
57 Route 6, Suite 207
Baldwin Place, New York 10505

Project Lender

New York State Housing Finance Agency
attn: President, Finance and Development
641 Lexington Avenue
New York, New York 10022

New York State Housing Finance Agency
attn: Senior Vice President and Counsel
641 Lexington Avenue
New York, New York 10022

DRAFT

RESOLUTION NO.: _____ - 2026

OF

APRIL 27, 2026

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NEWBURGH AND VANASSE HANGEN BRUSTLIN INC. FOR CDBG ADMINISTRATIVE SERVICES IN AN AMOUNT NOT TO EXCEED $51,650.00

WHEREAS, the City of Newburgh has a short-term need for direct support and assistance with Housing and Urban Development ("HUD") grant administration services due based upon current staff capacity; and

WHEREAS, the City of Newburgh has identified Vanasse Hangen Brustlin, Inc. ("VHB") as a firm capable of providing professional services to the City, services that include but are not limited to reviewing the current status of the City's Community Development Block Grant ("CDBG") program, identifying immediate administrative priorities, and assisting in implementing procedures and documentation necessary to maintain compliance with applicable federal regulations, including but not limited to 24 CFR Part 91 (Consolidated Plan regulations), 24 CFR Part 570 (CDBG program regulations), and 24 CFR Part 58 (Environmental Review requirements); and

WHEREAS, the cost of these services will be derived from CDBG budget line CD1.8686.0400.8000.2026 – Administration Contractual Expense; and

WHEREAS, this Council has determined that entering into an 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 an agreement with Vanasse Hangen Brustlin, Inc. to provide CDBG administrative services in an amount not to exceed $51,650.00

March 5, 2026

Ref: P0203190.000

Jonathan Midler
Planning and Zoning Administrator
Planning and Development Department
City of Newburgh
123 Grand Street
Newburgh, NY 12550

Re: CDBG Administrative Services

Dear Jonathan,

VHB has prepared this proposal to provide Community Development Block Grant (CDBG) Administrative Services to the City of Newburgh. VHB has extensive experience providing similar services to numerous CDBG Grantees including Nassau Urban County Consortium, Suffolk County (NY), Town of Brookhaven, Islip Community Development Agency, and others.

PROJECT UNDERSTANDING

The City of Newburgh receives approximately $830,000 annually in CDBG funding from the U.S. Department of Housing and Urban Development (HUD). The City is a member of Orange County's Home Investment Partnership (HOME) Program and does not receive HOME funds directly from HUD. Based on our initial discussion, we understand the City of Newburgh ("Client") has an immediate need for direct support and assistance with HUD Grant Administration services due to temporary limitations with staff capacity.

VHB will support the Client in grant administration by assisting with program compliance, reporting, planning, and day-to-day administrative functions necessary to ensure the City remains in compliance with HUD CDBG program requirements. This includes providing technical assistance and administrative support related to the development of required planning documents, maintenance of program records, coordination of required public participation activities, environmental review compliance, and reporting through HUD's Integrated Disbursement and Information System (IDIS).

VHB will work collaboratively with City staff to review the current status of the City's CDBG program, identify immediate administrative priorities, and assist in implementing procedures and documentation necessary to maintain compliance with applicable federal regulations, including but not limited to 24 CFR Part 91 (Consolidated Plan regulations), 24 CFR Part 570 (CDBG program regulations), and 24 CFR Part 58 (Environmental Review requirements).

As part of this effort, VHB will provide guidance and support so that funded activities meet HUD eligibility requirements and national objectives, that program documentation is maintained in accordance with HUD monitoring standards, and that required reports and submissions are completed accurately and on schedule. VHB will also coordinate with City staff and relevant departments to assist with financial tracking, subrecipient coordination, and preparation of required HUD submissions including the Annual Action Plan and Consolidated Annual Performance and Evaluation Report (CAPER).

The intent of these services is to provide the City with flexible, on-call technical and administrative support that will maintain program continuity, ensure regulatory compliance, and allow the City to continue implementing its CDBG program effectively during the period of limited internal staffing capacity.

SCOPE OF SERVICES

The scope of the consultant services includes tasks related to the administrative and compliance management of the CDBG Program for the contract period. Depending on the contract start date, not all tasks may be required during the contract period, therefore specific plans are provided as an "as needed" "cost basis" in the cost proposal. VHB will conduct a kick-off work session with the Client to understand the current status of the City's CDBG program process, prioritize tasks and establish a schedule. The kick-off work session can be either in-person or virtual, at the Client's discretion. Tasks that may be required during the contract period include:

a. Prepare and coordinate the preparation and submission of the City's Annual Action Plan to HUD, including coordination and responsibility for the Annual Action Plan development process, public outreach review and eligibility of proposed projects, development and management of the Citizen Participation Plan, sub-recipient monitoring, DBRA and other tasks required pursuant to 24 CFR Part 91.

b. Maintain the City's Five-Year Plan during the contract period including citizen participation compliance, major amendments, revisions or changes and IDIS input as required.

c. Responsibility for all IDIS entry and set-up for activities (as needed) and for changes, revisions, and amendments during the year, including activity updates.

d. Prepare and coordinate submission of CAPER. to meet HUD requirements subject to City's review and approval.

e. Establish and input IDIS project activities after HUD approval of the Annual Action Plan (as needed).

f. Prepare sub-recipient agreements for approved activities as may be required and provide these to the City to execute (as needed).

g. Complete an ERR for all activities pursuant to 24 CFR Part 58 and provide each to the City for final review and approval. Establish publication dates and draft notices as required and coordinate publication and submission to HUD for Release of Funds.

h. Periodic monitoring of any sub-recipients and funded City agencies to establish program compliance performance of Program goals and objectives.

i. Coordinate invoicing and drawdowns with City Staff especially the Comptroller Department.

j. Provide general advice and guidance on CDBG issues/matters to the City during the contract period.

PROJECT ASSUMPTIONS AND EXCLUSIONS

The scope described herein is based on VHB's understanding of the proposed project, HUD CDBG grant requirements, and information currently available. Any services not expressly included in this proposal are excluded. If additional services are determined to be required, such services will be performed only upon Client authorization via an amendment to this agreement. This proposal assumes that the Client will provide the designated VHB representative partner access to Newburgh's IDIS and HEROS platforms for data and environmental review management and reporting. VHB will require express written authorization from the Client prior to formal submission of reports and other grant materials to HUD.

FEE SCHEDULE

VHB will provide the services described below on a Lump Sum (LS) or Time and Material (TM) basis. TM tasks will be billed based on VHB's Standard Hourly Billing Rates (attached). The level of effort required for the TM tasks cannot be accurately assessed at this time because these services often vary based on the needs and requests of the Client during the duration of the project. Based on our understanding of the project and experience delivering similar services, VHB has budgeted 160 hours for these tasks. If the anticipated effort approaches this budget, VHB will notify the Client in writing and request further authorization before proceeding with additional services under these tasks.

Compensation for the Scope of Services shall be in accordance with the Fee Schedule set forth below.

	Task	Fee and Billing Type
a.	Annual Action Plan	$8,750 (LS)
b.	Consolidated Plan (revisions or changes)	TM
c.	IDIS entry and set-up for activities	TM
d.	Prepare and coordinate submission of CAPER	$9,900 (LS)
e.	Set-up Annual Plan project activities in IDIS	TM
f.	Prepare subrecipient agreements	TM
g.	NEPA Environmental Review Record	TM
h.	Monitoring of sub-recipient compliance	TM
i.	Coordinate invoicing and drawdowns	TM
j.	Provide general program advice and guidance	TM
SUBTOAL		**$18,650 (LS) $31,000 (TM)**
TOTAL		**$49,650**

LS – Lump Sum
TM – Time & Materials

In addition to professional fees, VHB is to be reimbursed for direct expenses such as printing and reprographics, mailing, mileage, travel, etc. These direct expenses will be billed at cost. These fees are estimated at $2,000.

Should you find this proposal and the attached terms and conditions to be acceptable, please indicate by signing and returning the attached Client Authorization form.

Thank you for considering our firm. We look forward to the opportunity to work with you. If you have any questions or wish to discuss this proposal, please contact Gina Martini at 914.467.6613 or gmartini@vhb.com.

Sincerely,

VHB Engineering, Surveying, Landscape Architecture and Geology, P.C.

Gina Martini, AICP
Senior Project Manager

GM/ba
enc.

Engineers | Scientists | Planners | Designers

100 Motor Parkway, Suite 350, Hauppauge, NY 11788-5120

P 631.787.3400 F 631.813.2545 www.vhb.com

Client Authorization

☒ New Contract

☐ Amendment:

Date: March 5, 2026

Project No. 203190.000

Pursuit No.

Project Name: CDBG Administration Services

To: Jonathan Nidler
Planning and Zoning Administrator
Planning and Development Department
City of Newburgh
123 Grand Street
Newburgh, NY 12550

Email: JMidler@cityofnewburgh-ny.gov

Phone No: 845.569.7381

Estimated Date of Completion:

Cost Estimate	Amendment	Contract Total
LS		$18,650.00
T&M		$31,000.00
Expenses		$2,000.00
TOTAL		$51,650.00
	☒ Lump Sum	☒ Time & Expenses
	☐ Cost + Fixed Fee	☐ Labor Multiplier

SCOPE OF SERVICES: See attached proposal dated March 5, 2026.

Prepared by: Gina Martini, AICP

Document Approval:

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB. The fees in this proposal may be subject to change if not accepted within 60 days of the date of issue.

☒ Subject to attached terms & conditions

☐ Subject to terms & conditions in our original agreement dated

VHB ENGINEERING, SURVEYING, LANDSCAPE ARCHITECTURE AND GEOLOGY, P.C. AUTHORIZATION

By: _____

Print: _____

Title: _____

Date: _____

CLIENT AUTHORIZATION (Please sign original and return)

By: _____

Print: _____

Title: _____

Date: _____

VHB HOURLY BILLING RATES

BILLING CODE	LABOR CATEGORY	HOURLY RATE
260	Technical/Professional 26	$355
250	Technical/Professional 25	$330
240	Technical/Professional 24	$305
230	Technical/Professional 23	$285
220	Technical/Professional 22	$260
210	Technical/Professional 21	$250
200	Technical/Professional 20	$240
190	Technical/Professional 19	$230
180	Technical/Professional 18	$220
170	Technical/Professional 17	$210
160	Technical/Professional 16	$200
150	Technical/Professional 15	$190
140	Technical/Professional 14	$180
130	Technical/Professional 13	$170
120	Technical/Professional 12	$160
110	Technical/Professional 11	$150
100	Technical/Professional 10	$140
090	Technical/Professional 09	$130
080	Technical/Professional 08	$120
070	Technical/Professional 07	$110
060	Technical/Professional 06	$100
050	Technical/Professional 05	$90
040	Technical/Professional 04	$80
030	Technical/Professional 03	$70
020	Technical/Professional 02	$60
010	Technical/Professional 01	$50
350	Technical/Support 5	$90
340	Technical/Support 4	$80
330	Technical/Support 3	$70
320	Technical/Support 2	$60
310	Technical/Support 1	$50
500	Court Testimony Starts at	$355

Reimbursable and subconsultant expenses are billed at cost plus 10%.

Current billing rates, last updated February 20, 2022



Gina Martini, AICP, ENV SP

Senior Project Manager

Gina leads planning and environmental review efforts throughout the Lower Hudson Valley and Long Island, including land use, zoning, affordable housing, grant writing, economic development, and environmental impact analysis pursuant to SEQRA. She specializes in housing needs studies, including the preparation of Consolidated Plans and Annual Action Plans, as well as the Analysis of Impediments to Fair Housing Choice.

28 years of professional experience

Education

MUP, Urban Planning, Hunter College, 1996

BA, Political Science, Purchase College, 1994

Registrations/Certifications

Envision™ Sustainability Professional

American Institute of Certified Planners

Affiliations/Memberships

American Institute of Certified Planners, 2000

American Planning Association, NY Metro

National Association for County Community and Economic Development

National Association of Housing and Redevelopment Officials

Nassau County, CDBG Program Administration, Nassau County, NY

Gina works closely with the Nassau County Office of Community Development on planning and administration of HUD CDBG programs within the county. She leads the preparation of the HUD compliance documentation including consolidated plans, annual action plans, fair housing plans, and consolidate annual performance evaluation reports. VHB provides day-to-day support on implementation of HUD programs within the 29-member urban county consortium. Gina oversees project development, NEPA environmental compliance documentation, and development of program policy and implementation guides to confirm compliance with HUD regulations for CDBG, HOME, ESG, and other HUD Programs.

Gina has also worked closely with Nassau County to develop local plans and processes for CDBG disaster recovery (CDBG-DR) efforts following Hurricane Sandy, CDBG-CV funds allocated under the Cares Act, and three rounds of Neighborhood Stabilization Program (CDBG-NSP) grants.

Town of Hempstead, Planning and CDBG Administration, Hempstead, NY

Gina provides planning services to the Town of Hempstead for its CDBG program. She maintains the NEPA Environmental Review Record for CDBG projects and prepares the Annual CDBG Program Application for federal funding through Nassau County.

Town of Hempstead, DRI Grant Application, Baldwin, NY

As part of VHB's CDBG Planning services to the Town, Gina coordinated and oversaw the grant-writing effort for the winning $10 million DRI Round 4 Grant. Gina worked closely with the Town's Department of Planning and Economic Development to craft a winning program of transformative projects for the Grand Avenue corridor in the hamlet of Baldwin.

Westchester County, Analysis of Impediments to Fair Housing Choice, NY

Gina provided planning services to Westchester County for completion of its Analysis of Impediments to Fair Housing Choice pursuant to U.S. Department of Housing and Urban Development requirements, which included zoning analyses and assessments of local municipalities in Westchester. The Analysis of Impediments is the comprehensive review of a jurisdiction's laws, regulations, and administrative policies, procedures, and practices relative to the location, availability, and accessibility of fair housing.

Gina Martini, AICP, ENV SP

Town of Islip, Consolidated Plan and Analysis of Impediments, Islip, NY

Gina managed the preparation of an Analysis of Impediments to Fair Housing Choice on behalf of the Town of Islip Community Development Agency as part of the CDBG Consolidated Strategy and Plan. The analysis included a thorough review of available regional data, contact with the public and housing-related organizations, a review of local land use and administrative policies affecting housing patterns and practices, and two surveys on housing discrimination perceptions in the Town.

Town of Babylon, Housing Needs Assessment and Analysis, Babylon, NY

Gina managed the preparation of an Analysis of Impediments to Fair Housing Choice and Housing Needs Assessment in accordance with HUD requirements for the Town of Babylon, an entitlement jurisdiction under the CDBG program and HOME Investment Partnerships Program. Gina prepared an Analysis of Impediments that reviewed municipal regulations and administrative policies, procedures, and practices; assessed how those regulations affect the location, availability, and accessibility of housing; and reviewed public and private conditions affecting fair housing choice. The housing needs assessment examined housing affordability; provided housing data; presented necessary documentation for housing funding requests; and produced community development information to aid in long-term planning.

Town of Hempstead, Baldwin Revitalization Project, Baldwin, NY

Gina provided planning, zoning, and SEQRA environmental review services for the development of a mixed-use overlay zoning district that offered incentives to attract new development and property improvement programs to preserve and enhance existing community assets. The project included rezoning of a 1/4-mile corridor, the development of Design Guidelines for new development within the project area, and determining maximum potential future development yield. Potential future development within the project area was the focus of a Generic Environmental Impact Statement. Thresholds were established under which future development would be subject to an expedited review process.

Village of Brewster, Urban Renewal Plan and Zoning Code Amendments, Brewster, NY

Gina managed a project for the Village of Brewster to conduct an existing inventory and analysis of the Main Street Corridor area; review a market feasibility study that may lead to the definition of an urban renewal area; modify the existing Zoning Code to conform to the updated Comprehensive Plan; and write an Urban Renewal Plan. She coordinated with the Village's Comprehensive Plan Committee, Village Attorney, Village Engineer and other stakeholders such as the Putnam County Planning Department and the Pace University Land Use Law Center.



Jill Gallant, AICP

Senior Planner

Jill is experienced in planning, land use, zoning, and community development services. She has worked with numerous municipalities and property owners and developers throughout New York State, and offers relevant experience in planning and environmental services for CDBG programs. She leads fiscal impact studies, market analyses, and environmental impact assessments.

20 years of professional experience

Education

MUP, Urban Planning, New York University, 2003

BA, Urban Studies, Fordham University, 1997

Registrations/Certifications

American Institute of Certified Planners, NY

Affiliations/Memberships

American Institute of Certified Planners

American Planning Association

Urban Land Institute, Fairfield

Urban Land Institute, Westchester

Westchester Municipal Planning Federation

Long Island Community Development Organization (LICDO), Secretary

Nassau County, CDBG Program Administration, Nassau County, NY

Jill provides community development and housing services to Nassau County and its 29-member consortium, focusing on analysis of all CDBG and HOME projects for the Urban County Program to verify compliance with NEPA and other environmental regulations.

Empire State Development, DRI, New Rochelle, NY

Jill assisted in the development of a downtown investment plan for the City of New Rochelle to help strategically invest $9.7 million in funding from Empire State Development for projects that will provide economic benefits to the City. Her responsibilities included project management, preparation of three public meetings and five local planning committee meetings, subcontractor coordination, the development of project profiles and the strategic implementation plan. As part of her role, she coordinated work amongst the project consulting team, the City and the State.

Town of Hempstead, CDBG Administration, Hempstead, NY

Jill provides planning services for the Town of Hempstead's CDBG program. The team maintains the NEPA Environmental Review Record for CDBG projects and prepares the Annual CDBG Program Application for federal funding through Nassau County.

Town of Brookhaven, Consolidated Plan and Analysis of Impediments to Fair Housing Choice, Brookhaven, NY

Jill worked closely with the Town of Brookhaven to prepare their first five-year CDBG Consolidated Plan and prepared an Analysis of Impediments to Fair Housing Choice as part of the Consolidated Plan. The analyses for these documents includes a thorough review of available local and regional data, contact with the public and housing-related organizations, interviews with Town and County staff, and a review of local land use and administrative policies affecting housing patterns and practices.

Central Islip Planned Development District, Islip, NY

Jill assisted in preparation of the Draft Supplemental Generic Environmental Impact Statement for the updated master plan and redevelopment of the 800-acre former Central Islip Psychiatric Center site. Redevelopment of portions of the site include approximately 925 new multi-family and senior housing units and a law school.



Scott Solomon, AICP

Environmental Planner

Scott was born and raised on Long Island and following a four-year enlistment in the US Navy he spent a decade with the Queens Borough Office of the New York City Department of City Planning. Prior to joining VHB, Scott served as a City Planner for the City of Long Beach (NY). Since joining VHB, Scott has developed specialized knowledge in community development projects for a range of jurisdictions on Long Island.

12 years of professional experience

Education

MUP, Urban Planning, Hunter College, 2010

BA, Urban Studies, Hunter College, 2007

Registrations/Certifications

American Institute of Certified Planners (Certified Planner)

Affiliations/Memberships

American Planning Association, NY Metro

Nassau County, CDBG Program Administration, Nassau County, NY

Scott supports the preparation of the five-year Consolidated Plan, including the 2025 Annual Action Plan, describing the County's community and housing needs along with a Strategic Plan for addressing those needs for fiscal years 2025 through 2029 for the Nassau County Office of Community Development.

Montperia Group, North Hills Subdivision, North Hills, NY

Scott is providing environmental review services and supporting the preparation of the Land Use, Zoning, Comprehensive Plan, Community Facilities and Visual Resources analyses for the Expanded Environmental Assessment (EEA) which is considering the proposed redevelopment of approximately 11 acres of land located in the Village of North Hills, Town of North Hempstead, Nassau County, New York.

Suffolk County, CDBG On-Call, Hauppauge, NY

Scott supported the preparation of the five-year Consolidated Plan, including the 2025 Annual Action Plan, describing the County's community and housing needs along with a Strategic Plan for addressing those needs for fiscal years 2025 through 2029 for the Suffolk County Office of Community Development.

Harrison Avenue LLC, Harrison Avenue Retirement Community, Riverhead, NY

Scott is providing environmental review services and supporting the preparation of the Land Use, Zoning, Comprehensive Plan, Community Facilities, Traffic, Ecological and Visual Resources analyses for the EEA which is considering the proposed redevelopment of approximately 43 acres of land located in the unincorporated hamlet of Riverhead, Town of Riverhead, Suffolk County, New York.

Sag Harbor UFSD, Pierson High School/Middle School Addition, Sag Harbor, NY

Scott is providing environmental services and supporting the preparation of the Environmental Assessment Form and Coastal Consistency Form which is considering the proposed school expansion located in the Village of Sag Harbor, Town of East Hampton, Suffolk County, New York.



Lindsay Drotman

Community Planner

Education

MPP, Public Policy, University of Connecticut, 2024

BS, Applied and Resource Economics, University of Connecticut, 2022

Lindsay is a Community Planner in VHB's Hauppauge, NY, office. She studied at the University of Connecticut where she earned a Master of Public Policy degree as well as a Bachelor of Science in Applied and Resource Economics. While at UConn, Lindsay was a Regional Planning Intern for the Capital Regional Council of Governments assisting the Regional Planning team in development of the Plan of Conservation and Development and conducted research on the impact of household carbon emissions on the region. Throughout her academic and professional journey, she has dedicated her efforts in understanding the complex issues surrounding sustainability and environmental conservation. She is interested in finding innovative solutions to these challenges, with a vision for leaving a healthier and more sustainable planet for future generations.

2 years of professional experience

Nassau County, CDBG Program Administration, Nassau County, NY

Lindsay works with the Nassau County Office of Community Development to maintain the County's compliance with NEPA Part 58 and other environmental regulations for projects funded under the HUD CDBG and HOME Investment Partnership Program. She coordinates the submission of Environmental Review Records in HUD's Environmental Review Online System and oversees the County's adherence to the BABA Act for HUD-funded projects. Lindsay supports the preparation of HUD compliance documentation, including Consolidated Plans, Annual Action Plans, and Fair Housing Plans.

Suffolk County, CDBG On-Call, Hauppauge, NY

Lindsay serves as Project Planner providing CDBG program services to the Suffolk County Office of Community Development. Lindsay prepares assignments including the preparation of the five-year Consolidated Plan that covers fiscal years 2024 through 2029; preparation of the County's Analysis of Impediments to Fair Housing; and annual action plans.

Town of Babylon, CDBG On-Call, Babylon, NY

Lindsay has supported HUD compliance documents including the preparation of the Five-Year Consolidated Plan and Annual Action Plan. She prepared the 2025 Analysis of Impediments to Fair Housing by conducting a demographic analysis and evaluating relevant data and studies to identify barriers to fair housing and recommended actionable solutions.

Town of Islip, CDBG, Islip, NY

Lindsay assists with program oversight and the preparation/submission of HUD regulatory reporting including consolidated plans, annual action plans, and fair housing plans on behalf of the Town of Islip Community Development Agency.

PART II STANDARD TERMS AND CONDITIONS

The engagement of VHB by Client is subject to the following Modified Terms and Conditions. These Standard Terms and Conditions are an integral part of the Agreement between Client and VHB. In the event of a conflict between these Standard Terms and Conditions and any other asserted Client issued agreement between the parties, these Standard Terms and Conditions shall take precedence. Any other document issued by Client will be invalid except as to authorize VHB's performance of services.

1. SCOPE OF SERVICES. VHB shall perform the services set forth in the attached Scope of Services upon receipt of a Notice to Proceed from Client. Requests for additional services and any associated fee adjustment must be authorized in writing by an authorized representative of VHB before additional services can begin.

2. PERFORMANCE STANDARDS. VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

3. SCHEDULE. VHB shall perform its services as set forth in the Scope of Services as expeditiously as reasonably practicable, consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB. In the event Client directs VHB to perform under an expedited and/or accelerated schedule, Client hereby assumes the risk associated with such schedule change and agrees to release, hold harmless, defend, and indemnify VHB from any and all claims, damages, commitments, losses or costs associated with or arising out of such change.

4. PAYMENT. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. A RETAINER OF $none IS REQUIRED BEFORE SERVICES WILL COMMENCE.

4.1 Invoices will be rendered monthly and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice will bear interest at 1-1/2 percent per month.

4.2 If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

4.3 If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if any payments are overdue. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

4.4 The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB the remaining undisputed balance due. VHB, at its option, may revise and resubmit, or resubmit without revision, disputed amounts at a later date.

4.5 Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.

5. OWNERSHIP OF WORK PRODUCT. VHB retains all intellectual property rights in and exclusive ownership of all work products produced by VHB or any consultant or independent contractor working at its direction in connection with the Scope of Work, unless otherwise agreed in writing by an authorized representative of VHB. To the extent that Client asserts any intellectual property rights in connection with the Scope of Work except as provided expressly herein, such rights shall be expressly set forth in the Scope of Work mutually agreed by the parties or a separate mutually agreed written agreement addressing such asserted intellectual property rights as between Client and VHB. VHB licenses to Client solely on a non-exclusive and non-transferrable or assignable basis the use of VHB work products that are produced solely in connection with this Agreement and delivered by VHB to Client under the terms of the Scope of

Work, but solely for the purposes contemplated by the Scope of Work and solely for the duration of the parties' relationship and for no other period of time or other purpose. VHB grants no other license of any intellectual property, express or implied. The limited scope and non-exclusive license in this Section 5 may be revoked at any time by VHB for any failure of Client to pay any sum due to VHB or otherwise for failure to perform or for breach under these Standard Terms and Conditions or any other agreement between the parties, or upon conclusion of the work to be performed under the Scope of Services.

5.1 All work products (whether in hard or electronic form) prepared by VHB pursuant to the Scope of Services are instruments of service with respect to the Project and are not authorized, intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any unauthorized use of VHB work products by Client or a third person or entity to whom Client has disclosed VHB work products will be a breach of the Agreement for which VHB shall be entitled to recover both injunctive relief and money damages, as appropriate, and VHB's fees and costs of litigation to enforce its rights under this Section 5. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and Client, third person, or entity seeking to reuse said documents. Client shall release, defend, indemnify and hold harmless VHB from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom.

5.2 In the performance of services for VHB's clients, VHB has developed substantial knowledge and expertise that is embodied in part in VHB's proprietary analytical methods and processes and data compilations. Client acknowledges that, in the course of performing services for Client for the Project, VHB may aggregate the data gathered, obtained or collected by VHB in connection with the Project with other data in VHB's data compilations and may in the course of VHB's work for Client improve or refine VHB's analytical methods and processes. VHB shall have the sole and exclusive right to use such data compilations, methods, and processes for business purposes other than the Project, including without limitation for other services, projects and clients and for creating derivative works, provided, however, that VHB will not publicly disclose Client confidential information except as part of a compilation that aggregates, de-identifies, or anonymizes such data or information as appropriate so that it cannot reasonably be attributed to Client as the source.

5.3 Client recognizes that information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") is subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and are not represented as suitable for any use or purpose.

6. CERTIFICATIONS. VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

7. INSURANCE. VHB agrees to carry the following insurance during the term of this Agreement:

- Worker's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of $1,000,000 per occurrence and $2,000,000 in the aggregate
- Professional Liability Insurance with a limit of $1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of $1,000,000 per occurrence

Certificates of insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

8. INDEMNITY. Client and VHB shall at all times indemnify and hold harmless each other, their officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement. Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and subconsultants

from and against any and all claims, suits, demands, liabilities costs including reasonable attorneys' fees, and defense costs caused by, arising out of, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, or material that exist on, about, or adjacent to the job site.

9. LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE SAFETY. VHB will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that any such Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with each such Contractor.

10. ALLOCATION OF RISK. In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of $50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.

11. DISPUTE RESOLUTION. Intentionally omitted.

12. LEGAL SUPPORT. To the extent VHB is required to respond to any dispute resolution process, including, but not limited to, requests for document production, discovery or a request to appear in any deposition or legal proceeding, which is related to the Scope of Services but does not arise out of VHB's own negligent acts, errors or omissions, Client shall compensate VHB for all expenses incurred by VHB, including reasonable attorneys' fees.

13. DESCRIPTIVE HEADINGS AND COUNTERPARTS. The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

14. EXCLUSIVE REMEDIES. _ All claims, actions, and rights of action arising from or relating in any way to this Agreement or the services performed thereunder, whether in contract, tort, indemnity and all other rights of action whatsoever, shall be filed in _ Supreme Court, Orange County, New York within three years of the completion of such services, or all such claims, actions and rights of action shall be forever waived. Recovery under this Agreement shall be limited by the parties' agreement on allocation of risk, in accordance with Section 10 herein, and the remainder of this section.

14.1 Notwithstanding any other provision of these Standard Terms and Conditions, but excluding any liability or duty arising under the foregoing Sections 5, 6, and 9, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by Client or VHB, or their employees, subconsultants, or subcontractors, which also include, but are not limited to loss of use, loss of profits, loss of revenues, loss of production, loss of financing opportunities, including grants, and/or change in terms of financing, escalating prices, increased cost estimates, material supply delays or business interruption, however, the same may be caused.

14.2 VHB and Client waive all claims against each other arising out of or related to this Agreement or the services to the extent that losses, damages, and liabilities associated with such claims have been compensated by the proceeds of property insurance or any other insurance policy.

14.3 VHB makes no warranties or guarantees, express or implied, under this Agreement or any other contract document with respect to its provision of professional services. In entering into this Agreement, Client has relied only upon the express representations set forth in this Agreement. No verbal or implied warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which Client relied in entering into this Agreement.

15. NO THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or VHB. In addition, nothing herein shall be construed as creating a contractual relationship between Client and any VHB employee, representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, Client shall seek recourse only against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees. Provided, however, that VHB may assign its rights under these Standard Terms and Conditions, the Scope of Services, or any other agreement with Client, to any affiliate entity under common ownership or control or any other entity that acquires substantially all of the assets of VHB and may assign its right to collect payment as required by lender agreements.

15.1 VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later reduces or terminates VHB's Scope of Services, Client hereby agrees to release, hold harmless, defend, and indemnify VHB from any and all claims, damages, commitments, losses or costs associated with or arising out of such reduction or termination of services for any reason, excluding only VHB's own prior material breach.

16. SEVERABILITY. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

17. TAXES. Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.

18. RIGHT OF ENTRY. Client hereby grants to VHB, or represents and warrants that permission has been duly granted for, a right of entry, from time to time, by VHB, its agents, employees, consultants and contractors or subcontractors, upon the site(s) for the purpose of performing and with the right to perform all acts, assessments, and research, including without limitation the making of test borings, and taking of groundwater, surface water or soil samples, and other testings, measuring or sample gathering as required, and Client agrees to indemnify, defend and hold VHB its agents, employees, consultants, and contractors or subcontractors harmless from and against any claims of trespass or damage if the site(s) is not owned by the Client.

PROJECT SPECIFIC PROVISIONS

To the extent the Scope of Services involves any of the following services/geographies, the following general provisions apply accordingly:

AMERICANS WITH DISABILITIES ACT (ADA). Client understands and agrees that ADA standards are evolving and subject to varying, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's Project will comply with all ADA requirements or ADA interpretations or other applicable regulatory interpretations.

CLIMATE CHANGE/FLOOD ANALYSIS. VHB shall not be responsible or liable for any damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries and/or property losses related to flooding conditions whether directly or indirectly due to flood water damage, and Client shall at all times indemnify and hold harmless VHB, its respective officers, agents and employees on account of any related claims, damages, losses, expenses and counsel fees related thereto.

SITE VISITS FOR CONSTRUCTION PHASE SERVICES. Intentionally omitted.

SHOP DRAWINGS FOR CONSTRUCTION PHASE SERVICES. VHB's review and approval of submittals such as shop drawings, product data, samples, and other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of Contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any deviations from VHB's documents or other documents that are not brought to the attention of VHB in writing by Contractor. VHB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

GEOTECHNICAL AND SUBTERRANEAN UTILITY EXPLORATION SERVICES. Client understands that VHB does not perform geotechnical and/or subterranean utility exploration (SUE) services directly and, if requested, will retain a geotechnical and/or SUE subconsultant on behalf of Client, and VHB shall rely on the accuracy and completeness of data

furnished as if such services were contracted directly through Client.

TANK INSPECTION. Client will provide VHB with available underground storage tank (UST) documentation as necessary. VHB assumes that the documentation and site plans will be in order, be complete and meet regulatory compliance standards. VHB's inspection services are to fulfill regulatory requirements and do not include invasive testing or equipment calibration and testing. Accordingly, Client expressly agrees that VHB shall have no liability for equipment functioning or malfunctioning, product releases or spills.

LSP SERVICES – PROJECTS LOCATED IN MASSACHUSETTS. In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some instances a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which VHB has provided LSP services is audited by MADEP pursuant to the provisions of the Massachusetts Contingency Plan, VHB shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to MADEP.

Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold VHB and its LSP harmless for any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.

PROJECTS LOCATED IN FLORIDA.

FLORIDA STATUTES SECTION 558.0035 (2013), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT.

RESOLUTION NO.: _____ - 2026

OF

APRIL 27, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AMENDMENT NO. 1 TO CONTRACT NO. C013228 WITH THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION FOR REIMBURSEMENT OF THE COST OF WATER PURCHASED FROM THE NEW YORK CITY CATSKILL AQUEDUCT

WHEREAS, perfluorooctane sulfonic acid (PFOS) has been detected in the City of Newburgh's water supply at levels in excess of the Environmental Protection Agency's lifetime health advisory levels, and there is a need to provide a temporary alternate source of drinking water to residents of the City of Newburgh, which has access to New York City's Catskill Aqueduct as a backup source of drinking water; and

WHEREAS, through State Assistance Contract No. C010219, as amended, Contract No. C011789, as amended, and Contract No. C013228, the City received reimbursement from the Department of Environmental Conservation for the actual cost of water purchased from the New York City Catskill Aqueduct because of the continuing need for the temporary alternate source of drinking water; and

WHEREAS, the need for the temporary alternate source of drinking water is anticipated to extend past the original end date of Contract No. C013228 and the parties have determined that extending the term of Contract No. C013228 and increasing the funding for reimbursement for the actual cost of water purchased from the New York City Catskill Aqueduct is necessary, appropriate, and in the best interest of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter into Amendment No. 1 to Contract No. C013228 with the New York State Department of Environmental Conservation for a 2-year extension and additional funding in the amount of $8,325,000.00 for reimbursement for the actual cost of water purchased from the New York City Catskill Aqueduct.

AMENDMENT TO CONTRACT
between
CITY OF NEWBURGH
and
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

THIS AMENDMENT, entered into by and between the New York State Department of Environmental Conservation (hereinafter referred to as the Department), having offices at 625 Broadway, Albany, New York 12233, and City of Newburgh (hereinafter referred to as Newburgh), having offices at 83 Broadway, Newburgh, New York 12550, is hereby attached to and becomes incorporated into the above referenced contract.

WITNESSETH:

WHEREAS, the parties entered into a prior Contract which was duly assigned Contract Number C013228 which said Contract the parties now desire to amend and extend; and

WHEREAS, perfluorooctane sulfonic acid (PFOS) has continued to be detected in Newburgh's water supply at levels in excess of the Environmental Protection Agency's (EPA) recently released lifetime health advisory level; and

WHEREAS, it has been determined by Legislative findings under Article 15 of the Environmental Conservation Law (ECL) that the State has the sovereign power to regulate and control the water resources of the State; and

WHEREAS, in recognition of power under ECL §15-0105.5, the use of water for domestic and municipal purposes shall have priority over all other purposes; and

WHEREAS, there is a need to continue to provide a temporary alternate source of drinking water to residents of Newburgh; and,

WHEREAS, the Department and Newburgh are presently in discussions pertaining to the provision of a permanent solution that ensures Newburgh shall maintain access to potable drinking water for its residents, and both parties intend on continuing such discussions in good faith until a mutually agreeable solution is reached; and

WHEREAS, Newburgh has access to New York City's Catskill Aqueduct as a backup source of drinking water; and,

WHEREAS, the Contract provides for amending and extending the Contract in Article 3.

NOW, THEREFORE, the parties hereto agree as follows:

1. Article 2: Payment is revised to increase the not to exceed amount payable under this Contract by $8,325,000 for a new not to exceed amount payable of $15,892,944.12.

2. Article 2.D is revised and replaced as follows:

   D. Newburgh shall submit invoices to the Department quarterly, with supporting documentation demonstrating the actual costs incurred and paid by Newburgh during the previous quarter for the purchase of New York City Water. Upon prior approval of the Department, Newburgh may submit invoices more frequently if a funding shortage is anticipated. Upon approval of the documentation, the Department will then reimburse Newburgh for the actual costs incurred and paid by Newburgh for the purchase of New York City water.

3. Article 3: Term is revised by extending the end date of the Contract from May 31, 2026 to May 31, 2028.

4. All other terms and conditions of Contract C013228 will remain in full force and effect.

SIGNATURE PAGE

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto on the day and year appearing following their respective signatures.

Department Certification "In addition to the acceptance of this Contract Amendment, I also certify that original copies of this signature page will be attached to all other exact copies of the subject Contract."

NEWBURGH SIGNATURE	DEPARTMENT SIGNATURE
By:	By:
Print Name:	Print Name: Katherine Calogero
Title:	Title: Director, Division of Fiscal Management
Dated:	Dated:

Newburgh Acknowledgement

State of _____)
) ss.:
County of _____)

On the _____ day of _____ in the year _____, before me, the undersigned notary public, personally appeared _____, of the _____ the political subdivision or agency thereof described in and which executed the above instrument; by authority of _____, authorizing the execution of this contract political subdivision, and that (s)he signed his/her name by the authority.

_____ Notary Public

ATTORNEY GENERAL'S SIGNATURE	COMPTROLLER'S SIGNATURE
	Approved: Thomas P. DiNapoli State Comptroller
Dated:	Dated:

RESOLUTION NO.: _____ - 2026

OF

APRIL 27, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AMENDMENT NO. 1 TO CONTRACT NO. C013229 WITH THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION FOR REIMBURSEMENT OF ADDITIONAL COSTS INCURRED BY THE CITY OF NEWBURGH AS A RESULT OF PROVIDING AN ALTERNATE SOURCE OF DRINKING WATER

WHEREAS, perfluorooctane sulfonic acid (PFOS) has been detected in the City of Newburgh's water supply at levels in excess of the Environmental Protection Agency's lifetime health advisory levels, and there is a need to provide a temporary alternate source of drinking water to residents of the City of Newburgh, which has access to New York City's Catskill Aqueduct as a backup source of drinking water; and

WHEREAS, through State Assistance Contract No. C010219, as amended, Contract No. C011789, as amended, and Contract No. C013228, the City received reimbursement from the Department of Environmental Conservation for the actual cost of water purchased from the New York City Catskill Aqueduct because of the continuing need for the temporary alternate source of drinking water; and

WHEREAS, as a result of the necessity to obtain the alternate source of drinking water, the City of Newburgh has incurred and continues to incur additional costs over and above the actual cost of Catskill Aqueduct water; and

WHEREAS, through State Assistance Contract No. C010563, as amended, Contract No. C012469, as amended, and Contract No. C013229, the City received reimbursement for the additional expenses incurred and associated with providing a temporary alternate source of drinking water to City residents through the Catskill Aqueduct not covered by State Assistance Contract No. C010219, as amended, Contract No. C011789, as amended, and Contract No. C013228; and

WHEREAS, the need for the temporary alternate source of drinking water is anticipated to extend past the end date of Contract No. C013229 and the City of Newburgh will continue to incur additional expenses associated with providing a temporary alternate source of drinking water to City residents through the Catskill Aqueduct not covered by State Assistance Contract No. C010219, as amended, Contract No. C011789, as amended, and Contract No. C013228, and the parties have determined that an amendment to the contract is necessary, appropriate, and in the best interest of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter into to Amendment No. 1 to

Contract No. C013229 with the New York State Department of Environmental Conservation for a 2-year extension and additional funding in the amount of $1,000,000.00 for continued reimbursement of the additional expenses incurred by the City of Newburgh associated with providing a temporary alternate source of drinking water to City residents through the New York City Catskill Aqueduct not covered by Contract No. C010219, Contract No. C011789 and Contract No. C013228.

AMENDMENT TO CONTRACT
between
CITY OF NEWBURGH
and
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

THIS AMENDMENT, entered into by and between the New York State Department of Environmental Conservation (hereinafter referred to as the Department), having offices at 625 Broadway, Albany, New York 12233, and City of Newburgh (hereinafter referred to as Newburgh), having offices at 83 Broadway, Newburgh. New York 12550, is hereby attached to and becomes incorporated into the above referenced contract.

WITNESSETH:

WHEREAS, the parties entered into a prior Contract which was duly assigned Contract Number C013229 which said Contract the parties now desire to amend and extend; and

WHEREAS, perfluorooctane sulfonic acid (PFOS) has been detected in Newburgh's water supply at levels in excess of the Environmental Protection Agency's (EPA) recently released lifetime health advisory level; and,

WHEREAS, it has been determined by Legislative findings under Article 15 of the Environmental Conservation Law (ECL) that the State has the sovereign power to regulate and control the water resources of the State; and,

WHEREAS, in recognition of power under ECL § 15-0105.5, the use of water for domestic and municipal purposes shall have priority over all other purposes; and,

WHEREAS, in order to provide a temporary alternate source of drinking water to residents of Newburgh, Newburgh has accessed New York City's Catskill Aqueduct as a backup source of drinking water; and,

WHEREAS, reimbursement of applicable City costs related to the purchase of Catskill Aqueduct water payment are outlined in a separate contract between the Department and Newburgh, executed and approved by the New York State Office of the State Comptroller; and,

WHEREAS, as a result of the necessity to obtain the alternate source of drinking water Newburgh has incurred additional costs over and above the payment of the actual cost of the drinking water; and

WHEREAS, the Contract provides for amending and extending the Contract in Article 3.

NOW, THEREFORE, the parties hereto agree as follows:

1. Article 3 Term is revised by extending the end date of the Contract from May 31, 2026 to May 31, 2028.

2. Article 2. A Payment is revised to increase the not to exceed amount payable under this Contract by $1,000,000 for a new not to exceed amount payable of $2,000,000.

3. All other terms and conditions of Contract C013229 will remain in full force and effect.

SIGNATURE PAGE

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto on the day and year appearing following their respective signatures.

Department Certification "In addition to the acceptance of this Contract Amendment, I also certify that original copies of this signature page will be attached to all other exact copies of the subject Contract."

NEWBURGH SIGNATURE	DEPARTMENT SIGNATURE
By:	By:
Print Name:	Print Name: Katherine Calogero
Title:	Title: Director, Division of Fiscal Management
Dated:	Dated:

Newburgh Acknowledgement

State of _____)
) ss.:
County of _____)

On the _____ day of _____ in the year _____, before me, the undersigned notary public, personally appeared _____, of the _____, the political subdivision or agency thereof described in and which executed the above instrument; by authority of _____, authorizing the execution of this contract political subdivision, and that (s)he signed his/her name by the authority..

_____ Notary Public

ATTORNEY GENERAL'S SIGNATURE	COMPTROLLER'S SIGNATURE
	Approved: Thomas P. DiNapoli State Comptroller
Dated:	Dated:

RESOLUTION NO.: _____ - 2026

OF

APRIL 27, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH MOUNTAIN VALLEY GUIDES LLC FOR ACCESS TO AND THE USE OF THE WASHINGTON STREET BOAT LAUNCH AND UNICO PARK TO PROVIDE KAYAK RENTALS AND TOURS

WHEREAS, by Resolution No. 54-2016 of March 14, 2016, Resolution No. 93-2017 of April 6, 2017, Resolution No. 54-2018 of February 26, 2018, Resolution No. 46-2019 of February 25, 2019, Resolution No. 80-2020 of March 19, 2020, Resolution No. 102-2021 of April 26 2021, Resolution No. 127-2022 of May 23, 2022, Resolution No. 79-2023 of May 8, 2023, Resolution No. 89-2024 of April 24, 2024, and Resolution No. 82-2025 of April 14, 2025, the City Council of the City of Newburgh authorized the City Manager to enter into a license agreement with Mountain Valley Guides LLC for access to and the use of the Washington Street Boat Launch and Unico Park to provide kayak rentals and tours; and

WHEREAS, Mountain Valley Guides LLC and the City of Newburgh wish to renew the license agreement for the 2026 season; and

WHEREAS, the City Council has examined the license agreement annexed hereto and determined that entering into such 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 is hereby authorized to execute and enter into the attached license agreement, in substantially the same form and with other terms as Corporation Counsel may require, on behalf of the City of Newburgh, with Mountain Valley Guides LLC for access to and the use of the Washington Street Boat Launch and Unico Park.

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2026, by and between:

THE CITY OF NEWBURGH, a municipal corporation having its principal place of business at 83 Broadway, City Hall, Newburgh, New York 12550, hereinafter called the "City"; and

MOUNTAIN VALLEY GUIDES LLC, a limited liability company having its principal place of business at 22 Shady Dell Drive, New Windsor, New York 12553 hereinafter called "Licensee".

WITNESSETH, that the City and Licensee, for consideration hereinafter named, agree as follows:

ARTICLE 1: Term.

This Agreement shall run from May 23, 2026 to October 11, 2026.

ARTICLE 2: Obligation of the City.

A. The City shall grant to the Licensee a non-exclusive revocable license to access and the use of the Washington Street Boat Launch in the City of Newburgh for the purpose of launching kayaks in connection with providing kayak rentals and tours to the general public on Saturdays and Sundays during the period of time set forth in Article 1 above. The City will allocate parking spaces with parking passes for 2 trucks/trailers in the Washington Street Boat Launch parking area to the Licensee.

B. The City shall grant to the licensee a non-exclusive revocable license to access and the use of Unico Park in the City of Newburgh for the purpose of erecting a pop-up tent from which to sell tickets for the kayak rentals and tours during the time period set forth in Article 1 and Article 2, paragraph A above.

ARTICLE 3: Obligation of Licensee.

A. The Licensee shall ensure that all supplies, including the tent, are stored off-site each night.

B. The Licensee shall pay the cost of all personnel, supplies and equipment necessary and proper for the kayak rentals and tours as is required by their use thereof.

C. The Licensee agrees that he, she or it shall, at all times, comply with all rules and regulations adopted by the City for the operation of the Washington Street Boat Launch and Unico Park which are now in force or which may be hereafter adopted. The Licensee further agrees to comply with all rules, regulations, laws and ordinances promulgated in the County of

Orange, State of New York including but not limited to the rules and regulations of the Orange County Department of Health. The Licensee further agrees to comply with all laws of the State of New York and the rules and regulations promulgated thereunder including but not limited to the Co-Operative Agreement between the City of Newburgh and the DEC dated June 6, 1997, as amended.

D. It is expressly understood and agreed by the parties hereto that the Licensee is an independent contractor and not an employee of the City and that any persons employed, retained or engaged by the Licensee to perform the services authorized hereunder shall be employees of the Licensee and not of the City. The Licensee shall inform persons so employed, retained or engaged of these facts.

E. The Licensee assumes all risk in the operation of this service and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property and hereby covenants and agrees to indemnify and keep harmless the City and all Departments of the City of Newburgh and their officers and employees from any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature due to the negligence or improper conduct of the Licensee or any servant, agent or employee, which responsibility shall be limited to the insurance coverage herein provided for.

F. The Licensee shall cooperate with City authorities to provide necessary security and supervision of minors, participating in lessons or present as spectators, during the period of this agreement. The Licensee shall be liable for any damage done to the premises by its officers, agents, servants, employees or invitees during the period of this agreement.

ARTICLE 4: Payment.

A. The Licensee shall pay to the City, as and for a fee for access to and the use of the Washington Street Boat Launch and Unico Park during the period of this agreement $750.00.

ARTICLE 5: Insurance.

The Licensee shall not commence activities nor perform any work under this agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the City.

A. Compensation Insurance - The Licensee shall take out and maintain during the life of this agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

B. General Liability and Property Damage Insurance - The Licensee shall take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for

property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

1. General Liability Insurance in an amount not less than $1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than $3,000,000.00 on account of any one occurrence.

2. Property Damage Insurance in an amount not less than $50,000.00 for damage on account of all occurrences.

The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this agreement.

C. Any accident shall be reported to the Office of the City Manager as soon as possible and not later than twenty-four hours from the time of such accident. A detailed written report must be submitted to the City as soon thereafter as possible and not later than three (3) days after the date of such accident.

ARTICLE 6: Representations of Licensee.

The Licensee represents and warrants:

A. That it is financially solvent and that it is experienced and competent to perform the type of work, conduct the activities or to furnish the consideration to be furnished by it; and

B. That it is familiar with and will abide by and enforce all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or play or those employed or engaged therein. It is understood and agreed between the parties that the Licensee shall have no right to control the actions of City employees nor any duty to supervise the actions of City employees.

ARTICLE 7: Permits and Regulations.

The Licensee shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

ARTICLE 8: Termination of the Agreement.

Each party shall have the right to stop work or terminate this agreement under the following terms and conditions:

1. (a) A party refuses or fails to perform any of its obligations under this agreement; or

(b) A party fails or refuses to comply with all applicable laws or ordinances; or

(c) A party is guilty of substantial violation of any provision of this agreement.

2. Each party, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by fourteen (14) days' notice to the other party, terminate the agreement for the party's convenience.

ARTICLE 9: Damages.

It is hereby mutually covenanted and agreed that the relation of the Licensee to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

ARTICLE 10: Indemnity and Save Harmless Agreement.

A. The Licensee agrees to indemnify and save the City, its officers, agents and employees harmless from any liability imposed upon the City, its officers, agents and/or employees arising from the negligence, active or passive, of the Licensee, which responsibility shall be limited to the insurance coverage herein provided and consistent with Article 3(E) of this Agreement.

B. The City agrees to indemnify and save the Licensee, its officers, agents and employees harmless from any liability imposed upon the Licensee, its officers, agents and/or employees arising from the negligence, active or passive, of the City.

ARTICLE 11: No Assignment.

The Licensee is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or of its right, title or interest in this agreement or its power to execute this agreement to any other person or corporation without the previous consent in writing of the City.

ARTICLE 12: Required Provisions of Law.

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or

otherwise, then upon the application of either party, this agreement shall be physically amended forthwith to make such insertion.

ARTICLE 13: Notices and Communication.

A. Any and all notices and payments required hereunder shall be addressed as follows or to such other address as may hereafter be designated in writing by either party hereto:

TO: The City of Newburgh
City Manager
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7301

TO: Bill Garrison, Licensee
Mountain Valley Guides LLC
22 Shady Dell Drive
New Windsor, New York 12553
(845)

B. All communication concerning the Licensee's activities and programs provided under this Agreement shall be directed to the Licensee. The City shall not direct any official communication to those employed, retained or engaged by the Licensee to perform the services authorized hereunder unless otherwise directed in writing by the Licensee to the City.

ARTICLE 14: Waiver.

No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 15: Modification:

This agreement constitutes the complete understanding of the parties. No modification or any provisions thereof shall be valid unless in writing and signed by both parties.

Remainder of this page intentionally left blank

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

THE CITY OF NEWBURGH

By: _____
JASON MORRIS
Interim City Manager
Per Res. No.:

MOUNTAIN VALLEY GUIDES LLC

By: _____
Bill Garrison

Approved as to form:

_____
MICHELLE KELSON
Corporation Counsel

_____
NANCY BLOOM
City Comptroller

RESOLUTION NO.: _____ - 2026

OF

APRIL 27, 2026

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH RANDOLPH BAKER (D/B/A AMANI'S KITCHEN) TO OPERATE THE FOOD AND REFRESHMENT CONCESSION AT THE NEWBURGH AQUATIC CENTER IN DELANO-HITCH PARK

WHEREAS, the City duly advertised for proposals in Solicitation No. 1.26 for the operation a food and refreshment concession at the Newburgh Aquatic Center, Delano Hitch Park; and

WHEREAS, the City received one (1) proposal, and Randolph Baker (d/b/a Amani's Kitchen), received the highest score according to the scoring matrix in Solicitation No. 1.26; and

WHEREAS, this Council finds it to be in the best interest of the City of Newburgh to enter into a contract with Randolph Baker (d/b/a Amani's Kitchen) for the operation a food and refreshment concession at the Newburgh Aquatic Center, Delano Hitch Park;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to enter into a contract with Randolph Baker (d/b/a Amani's Kitchen) for the operation a food and refreshment concession at the Newburgh Aquatic Center, Delano Hitch Park.

CITY OF NEWBURGH
Goods and Services Contract

This contract ("Contract") is made and entered into this _____ day of _____, 2026 ("Effective Date"), by and between the City of Newburgh, a municipal corporation, with an office address of 83 Broadway, Newburgh, New York 12550 ("City"), and Randolph Baker (d/b/a Amani's Kitchen), with an office address of 93 Creek Road, Poughkeepsie, New York 12601 ("Contractor").

WITNESSETH

WHEREAS, the City issued Solicitation #1.26 (the "Solicitation") seeking proposals from qualified and experienced proposers with the capability of operating a food and refreshment concession at the Newburgh Aquatic Center, Delano Hitch Park, as further set forth in the Solicitation; and

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

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

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

WHEREAS, the City evaluated Contractor's proposal and determined that the Contractor's proposal received the highest score according the scoring matrix set forth in the Solicitation; and

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

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

DRAFT

1. APPENDICES AND ATTACHMENTS

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

Schedule A: Solicitation #1.26, Applicable Sections
Schedule B: Additional Terms and Conditions Unique to Contract, Including Menus and Pricing for 2026 Season

2. SCOPE OF SERVICES

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

2.2. Contractor shall render Services in accordance with this Contract and as set forth in **Schedule B**, which includes menus and pricing for the 2026 season.

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

3. RATES AND FEES

3.1. Contractor shall pay the City a sum of **$2,500.00** for use of City facilities necessary for Contract to deliver the Services, with said sum being paid in three (3) installments as follows:

3.1.1. $833.34, due upon execution of the Contract.

3.1.2. $833.33, due on or before August 1, 2026.

3.1.3. $833.33, due on or before September 1, 2026.

3.2. Should the City and Contractor mutually agree to exercise the first renewal year option, the fee for the first renewal year shall be the fee for the first year plus two (2) percent, and shall be paid to the City at the time the parties exercise the first renewal year option. Should the City and the selected vendor mutually exercise the second renewal year option, the fee for the second renewal year shall be the fee for the first renewal year plus

two (2) percent, and shall be paid to the City at the time the parties exercise the first renewal year option.

3.3. Contractor shall provide a security deposit in the amount of $2,500.00, simultaneous to entry into this Contract, for damage to any facilities or equipment, reasonable wear and tear excepted. The security deposit must be in the form of either (a) surety bond; or (b) cash deposit. The City, in its sole discretion, reserves the right to determine whether City property has been adequately restored. A refund may be made after City evaluation.

3.4. Not applicable.

3.5. Not applicable.

3.6. Not applicable.

3.7. Not applicable.

3.8. Not applicable.

4. TERM

4.1. This Contract will commence on the Effective Date and will continue until:

4.1.1. September 7, 2026;
4.1.2. September 6, 2027, if the parties agree to exercise the first renewal year option;
4.1.3. September 4, 2028, if the parties agree to exercise the second renewal year option;
4.1.4. The Contract is terminated in accordance with Section 9.

4.2. Contractor must provide written notice of its intent to exercise a renewal year option by January 1 of the given renewal year to the City.

5. CONTRACTOR'S OBLIGATIONS

5.1. Contractor shall:

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

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

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

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

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

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

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

6. CONFIDENTIAL INFORMATION

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

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

7. WORK PRODUCT

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

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

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

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

7.5. Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this

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

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

8. KEY INDIVIDUALS AND ASSOCIATES

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

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

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

9. TERMINATION

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

9.2. In the event the City terminates this Contract, suspends Services more than 180 days, abandons Services, or the Contractor terminates this Contract, the City shall pay to the

Contractor full payment for Services performed and expenses incurred under this Contract as follows:

9.2.1. The sum due under Section 3 (Compensation) as shall have become payable because of progress in the work plus a pro-rata portion of the next succeeding and uncompleted step, if any, for services actually rendered by Contractor.

9.2.2. In ascertaining the services actually rendered up to the date of termination of this Contract, or suspension or abandonment Services, consideration will be given by the City to completed work and work in process.

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

10. INSURANCE AND RISK MANAGEMENT

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

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

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

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

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

The minimum liability limits shall be as follows:

$2,000,000 General Aggregate

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

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

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

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

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

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

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

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

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

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

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

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

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

10.11.3. Each insurance policy required by this section shall state that coverage shall not be canceled, except after thirty (30) days prior written notice by mail,

return receipt requested, has been given to the City, ten (10) days' notice for non-payment of premium.

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

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

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

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

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

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

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

11. MISCELLANEOUS

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

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

discriminate in hiring against any citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract.

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

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

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

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

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

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

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

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

DRAFT

with copy to:

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

11.8.2. Notice served upon Contractor shall be delivered to:

Randolph Baker
d/b/a Amani's Kitchen
93 Creek Road
Poughkeepsie, New York 12601

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

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

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

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

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

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

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

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

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

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

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

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

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

12.1.3.3. Does not have a proposed debarment pending; and

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

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[Signature and Acknowledgment Pages to Follow]

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

DATED: _____, 2026 CITY OF NEWBURGH

By: _____
Name: Jason Morris
Title: Interim City Manager

DATED: _____, 2026 RANDOLPH BAKER
(d/b/a AMANI'S KITCHEN)

By: _____
Name: Randolph Baker
Title:

DRAFT

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

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

_____
NOTARY PUBLIC

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

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

_____
NOTARY PUBLIC

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[Schedules to Follow]

SCHEDULE A – Solicitation #1.26, Applicable Sections

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SCHEDULE A TO CONTRACT

1. General Provisions

A. The City of Newburgh, NY seeks proposals from qualified vendors interested in operating a food and refreshment concession at the Newburgh Aquatic Center, Delano Hitch Park, 375 Washington Street, Newburgh, NY 12550.

The City desires to offer pool patrons and park visitors excellent fare at reasonable prices with an emphasis on customer service.

The Aquatic Center facility opened in 2025.

B. The Concession/Kitchen facility is located at the Newburgh Aquatic Center, Delano Hitch Park, 375 Washington Street, Newburgh, NY 12550.

The facility is 435 square feet. The facility has two service windows (one for the pool and one for the park).

The pool features café style seating areas and tables under pavilions. Park goers will have picnic tables for seating.

The facility will, at a minimum, be equipped with the following kitchen equipment:

- Full Height Commercial Refrigerator
- Full Height Freezer
- Glass Door Beverage Refrigerator
- Electric Countertop Griddle
- Double Batch Countertop Oven
- Countertop Commercial Air fryer

No exclusive seating is included in the seating area. The operator may not install any additional seating or tables in pool area.

No sales of alcoholic beverages are permitted.

The operator must have filed all necessary food service applications with and received all necessary licenses and permits for operation from the Orange County Department of Health prior to opening and must keep all such licenses active and in good standing for the duration of any operation.

C. The operation period for the concession facility for 2026 will be May 22nd through September 1st, Tuesdays through Sundays, from 10 a.m. through 6:00 p.m. ("Operation Period")

The operator may extend dates, days, and/or hours of operation, subject to prior written approval by the City.

The contract award will be for 2026, with two (2) one-year extensions upon mutual consent of the parties. The determination to grant any request for an extension shall be within the sole discretion of the City and may be rejected with or without cause.

D. Solicitation Release Date: Thursday, March 12, 2026.

The solicitation can be downloaded by visiting https://www.bidnetdirect.com/new-york/city-of-newburgh (vendor registration required) or by request from rvanvlack@cityofnewburgh-ny.gov.

E. A non-mandatory pre-proposal meeting will be held at the concession facility, at the Newburgh Aquatic Center, Delano Hitch Park, 375 Washington Street, Newburgh, NY 12550 on Thursday, March 19, 2026 at 10:00 a.m.

Potential proposers can at this time meet with City officials and tour the facility. From this meeting, attendees can formulate any questions they may have regarding the solicitation. Questions pertaining to the solicitation must be submitted by: Tuesday, March 24, 2026. Questions must be submitted through the solicitation at https://www.bidnetdirect.com/new-york/city-of-newburgh.

All questions will be answered on https://www.bidnetdirect.com/new-york/city-of-newburgh.

F. Sealed proposals (Closing) are due by: Tuesday, March 31, 2026 at 11:00 a.m.

Sealed proposals are to be mailed or delivered to: Robert Van Vlack, City Purchasing Agent, Office of the Comptroller – 4th Floor, City Hall, 83 Broadway, Newburgh, NY 12550.

G. A non-public proposal opening will be at: Tuesday, March 31, 2026 at 11:00 a.m.

The opening will be held at City Hall, Comptroller Office, 83 Broadway, Newburgh, NY.

H. The award will be based on a combination of company information, proposed menu, and fee proposal. Evaluation Criteria is outlined in Section 9.

I. The City reserves the right to reject any and/or all proposals.

J. Justice, Equity, Diversity, and Inclusion are core values to the City of Newburgh, where there is a strong commitment to establishing and maintaining an environment free of discrimination. These values are promoted through the daily practice of professionalism, respect, acceptance and understanding. As such, City residents along with women, minorities, individuals with disabilities, members of the LGBTQ community, and veterans are encouraged to apply. Minority and Women-owned Business Enterprises ("MBW/WBE"), small and disadvantaged businesses are encouraged to apply.

2. Independent Contractor, Use of Subcontractor

A. The vendor/contractor will be an independent contractor and not an employee of the City.

B. Subcontractors must be approved by the City. The proposer must detail any sub-contractor use in their submitted proposals.

3. SCOPE OF WORK/SERVICES

A. Vendor shall provide a high quality of food, drink, and service to customers.

B. Vendor shall maintain all equipment in the concession facility; including cleaning, and regular ongoing maintenance. Damage to the facility, equipment in the facility, or fixtures in the facility, caused by Vendor in the determination of the City, shall be repaired by the City and billed at actual cost to Vendor.

A. Vendor will have use of facility equipment. If vendor requests installation of any new equipment, it must be approved by the City in writing prior to purchase and/or installation. Any equipment permanently affixed to City property shall become property of the City. Vendor shall be responsible for purchase and installation costs of all additional equipment.

B. Vendor will employ managers and staff specifically trained in food management and proper food handling. A manager shall be present during operations at each site and other staff as needed.

Staffing shall be adequate at all times to provide and ensure proper customer service.

E. Vendor is responsible for cleanliness inside the facility. The City shall be responsible for cleanup of outside counters and eating areas (tables, ground, and trash).

F. Vendor shall sell concession menu items at reasonable and fair rates. The menu should be varied and suitable for different customer tastes. The food and beverages shall be of high quality.

G. Provide a high quality of customer service.

H. Vendor shall schedule and pass all health inspections by Orange County and New York State. If vendor uses or produces fats and/or oils generated during cooking processes, vendor shall have a written plan for storage and disposal of such fats or oils subject to City approval. Vendor is responsible for maintaining all grease traps/separators and paying for disposal of grease.

I. Operate the concession during the 2026 Operation Period.

The City will provide the vendor with a park schedule of events. The vendor can choose to be open for these events. These event dates may be outside of the Operation Period. The City will give vendor seven (7) days' notice of events.

4. PROPOSER QUALIFICATIONS

A. The successful vendor must obtain a Peddler's license from the City Clerk's office and provide a copy of its New York State sales tax license before entering into an agreement with the City.

B. The following shall be considered the minimum requirements to qualify for submitting a proposal:

- Be an established business, registered to do business in the State of New York.
- Maintain direct employment of experienced, and trained personnel for the food services provided.
- Have two (2) consecutive years' experience as an owner and operator of a food concession, food service, or a restaurant business.

C. Vendor must have filed all necessary food service applications with and received all necessary licenses and permits for operation from the Orange County Department of Health prior to opening and must keep all such licenses active and in good standing for the duration of any operation.

5. INSURANCE REQUIREMENTS

A. Vendor must provide proof of required insurances as outlined in the City's contract for services.

B. Vendor shall be required to obtain, at vendor's sole cost and expense, the types and amounts of insurance as determined by the City in its sole discretion, including but not limited to those set forth in the City's Goods and Services Contract.

C. Vendor shall submit the certificates of insurance from the insurer showing that the selected vendor has insurance in the required types and amounts.

SCHEDULE B – Additional Terms and Conditions Unique to Contract, Including Menus and Pricing for 2026 Season

General Terms:

1. The concession/kitchen facility is located at the Newburgh Aquatic Center, Delano Hitch Park, Washington Street, Newburgh, NY 12550. The facility is 435 square feet. The facility has two service windows (one for the pool and one for the park).

2. The facility shall be furnished with the following kitchen equipment:

   - Full height commercial refrigerator
   - Full height freezer
   - Glass door beverage refrigerator
   - Electric countertop griddle
   - Double batch countertop oven
   - Countertop commercial air fryer

3. Contractor has had the opportunity to examine the facility and the equipment prior to entry into the Contract, and agrees to accept the facility in its "as is" condition without modification or repair.

4. Contractor may not install any additional seating or tables in area surrounding the facility of the pool area generally. Contractor may not establish exclusive seating arrangement with the existing seating provided by the City.

5. Contractor shall comply with all applicable federal, state, county, or City law or code.

6. Contractor shall be responsible for all permits, fees and costs associated with the operation of this facility, including obtaining a Peddler's License from the City.

7. The City reserves the right to:

   a. Suspend the Contract at any time due to a breach, which includes abandonment of the facility for 7 days or more.

   b. Enter the facility and inspect same for compliance with federal, state, county, or City law or code.

   c. Remove from any City premises, at any time, vendor employees or persons who are violating any federal, state, county, or City law or code.

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Operational Terms

8. Hours of operation of the concession facility for 2026 will begin on Saturday, May 23rd at 10:00 a.m. and end on Monday, September 7 at 6:00 p.m. Regular hours of operation shall be Tuesdays through Sundays, from 10 a.m. through 6:00 p.m. ("Operation Period").

    a. City will provide Contractor with a schedule of events for additional operations hours at its earliest convenience. Contractor is not obligated to operate during event dates/times. Contractor shall notify the City if it intends to operate during a particular event no sooner than (7) days prior to the scheduled event.

9. Contractor shall be responsible for maintenance of the kitchen facility.

10. The City shall be responsible for utilities (i.e. water, electric, gas) in connection with the operation of the facility.

11. Damage to the facility, equipment in the facility, or fixtures in the facility, caused by Contractor in the determination of the City, shall be repaired by the City and billed at actual cost to Contractor.

12. Contractor may use all equipment inside the concessions facility. Requests for purchase and/or installation of any new equipment must be approved by the City. Any equipment permanently affixed to City property shall become property of the City.

13. Contractor shall employ managers and staff specifically trained in food management and proper food handling. A manager shall be present during all times of operation.

14. Contractor shall be responsible for cleanliness inside the facility. The City shall be responsible for cleanup outside of the facility, including outside counters and eating areas (tables, ground, and trash).

Food and Beverage Terms

15. No sales of alcoholic beverages are permitted.

16. Contractor shall have filed all necessary food service applications with, and received all necessary licenses and permits for operation from, the Orange County Department of Health prior to opening, and must keep all such licenses active and in good standing for the duration of any operation periods.

17. Contractor shall provide food options at prices as set forth in the menus set forth below.

18. If Contractor uses fats or oils for cooking purposes, Contractor shall have a plan approved by the City for storage and disposal of such fats or oils.

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Amani's Kitchen Menu

Main Dishes

Hot Dog $5
Hot Dog w/toppings $6
Grilled Cheese $6
Beef Burger w/toppings $10
Chicken Nuggets 6pc $8
Grilled Chicken Wrap $10
Personal Pizzas $6
Cheese Quesadilla $8
Grilled Chicken & Cheese Quesadilla $10

Snacks & Sides

French Fries $ 6
French Fries w/Cheese $7
Mozzarella Sticks $6
Funnel Cake Fries $6
Hot Pretzels $5
w/ Cheese $6
Assorted Chips $1
Assorted Candy $2-$4
Popcorn $4
Nachos w/Cheese $6
Assorted Ice creams/ Ice Pops $1- $5

Beverages

Sodas $2
Water $2
Gatorade $4
Juice Pouches $1
Coffee/ Tea $3

RESOLUTION NO.: _____ - 2026

OF

APRIL 27, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM THE NEW YORK STATE DEPARTMENT OF CRIMINAL JUSTICE SERVICES UNDER THE GUN INVOLVED VIOLENCE ELIMINATION ("GIVE") PARTNERSHIP TO ENHANCE LAW ENFORCEMENT IN THE CITY OF NEWBURGH TO ACHIEVE SUSTAINED, LONG-TERM CRIME REDUCTION IN THE AMOUNT OF $910,000.00 WITH A CITY MATCH OF 25% FOR SALARY AND BENEFITS FOR ALL GIVE FUNDED POSITIONS FOR THE PERIOD JULY 1, 2026 TO JUNE 30, 2027

WHEREAS, the City of Newburgh wishes to apply for and accept a Grant Award in the amount of $910,000.00 under the Division of Criminal Justice Services Gun Involved Violence Elimination ("GIVE") Partnership; and

WHEREAS, the GIVE Grant Program provides funding to the City of Newburgh for Hotspot Policing Strategies and will continue to support emerging hotspot patrols, long term hotspot foot patrols, investigations of shootings/homicides involving identified group members, the Youth and Police Initiative, the Crime Analyst position, a field intelligence officer position, a Sargent and 2 full time Detectives and fund an Anti-Violence Coordinator Contract; and

WHEREAS, the Program funding shall be for New York State fiscal year beginning July 1, 2026 and ending June 30, 2027; and

WHEREAS, the Program will enhance enforcement and prosecution efforts against crime in the City of Newburgh and no City matching funds are required, except the City of Newburgh will be responsible for certain fringe benefit costs which are not covered by the grant; and

WHEREAS, this Council has determined that accepting such funding is in the best interests of the City of Newburgh and the safety of its residents and visitors alike;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to apply for and accept if awarded a grant award from the New York State Department of Criminal Justice Services under the Gun Involved Violence Elimination ("GIVE") Partnership, in the amount of $910,000.00 with a 25 % City match for salary and benefits for all GIVE funded positions for New York State Fiscal Year beginning July 1, 2026 and ending June 30, 2027, to be used to carry out the program; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: ____ - 2026

OF

APRIL 27, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE GOVERNOR'S TRAFFIC SAFETY COMMITTEE 2027 POLICE TRAFFIC SERVICES PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED $49,000.00 WITH NO CITY MATCH REQUIRED

WHEREAS, the City of Newburgh wishes to apply for a State of New York Governor's Traffic Safety Committee 2027 Police Traffic Services Program Grant in the amount of $49,000.00 with no City match required, except the City of Newburgh will be responsible for certain fringe benefit costs which are not covered by the grant; and

WHEREAS, the Governor's Traffic Safety Committee Police Traffic Services Program offers grant funding to conduct traffic enforcement details based on the crash data of their local patrol area with the goal of impacting motorist behavior and improving traffic safety within their jurisdiction; and

WHEREAS, if awarded the City of Newburgh Police Department will use the funds for traffic enforcement, and in addition to having a current mandatory seat belt use policy in place for police officers of the department, they will participate in the national Click it or Ticket seat belt enforcement mobilization, and to cover costs of attending the annual NYS Highway Safety Symposium; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Governor's Traffic Safety Committee 2027 Police Traffic Services Program Grant in an amount not to exceed $49,000.00 with no City match required; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

City of Newburgh

received 4-3-26 AHB

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: 2027 Police Traffic Services Grant	NAME OF DEPARTMENT REQUESTING GRANT: Police Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Chief Rola
NAME OF GRANT/NAME OF AWARDING AGENCY: NYS Governor's Traffic Safety Committee	GRANT SUBMITTAL DATE: May 1, 2026	AMOUNT OF AWARD: Not to exceed $49,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) No	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: -0-	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:
PROJECT PLAN: - The Federal Fiscal Year 2027 Police Traffic Services (PTS) grant program will provide funding to law enforcement agencies to conduct traffic enforcement. In addition to having a current mandatory seat belt use policy in place for police officers of the department, participation in the national Click it or Ticket seat belt enforcement mobilization is required. This program will also fund agencies to conduct traffic enforcement details based on the crash and ticket data of their local jurisdiction, with the goal of impacting motorist behavior and improving traffic safety within their communities. We will also be applying for funding to attend the NYS Highway Safety Symposium. Project Timeline: (ex. Dates): 10/1/2026-9/30/2027		

City of Newburgh

GRANT APPLICATION FORM

SECTION B. FOR REVIEW BY CITY COMPTROLLER
GRANT MATCH REQUIREMENT REVIEWED? YES/NO: COMMENTS:
IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO COMMENTS:
STAFFING ISSUES REVIEWED? YES/NO: COMMENTS:
ANY ADDITIONAL COMMENTS:
→ APPROVED BY CITY COMPTROLLER? YES/NO CITY COMPTROLLER SIGNATURE: [signature] DATE: 4/1/26 NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS ADMINISTRATOR FOR FURTHER REVIEW BY PROJECT SPONSOR
SECTION D: FOR REVIEW BY CORPORATION COUNSEL
→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO CORPORATION COUNSEL SIGNATURE: [signature] DATE: 4/3/26
DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING: 4/23/26 work session 4/27/26 council meeting

City of Newburgh

GRANT APPLICATION FORM

SECTION C: FOR REVIEW BY CITY MANAGER

→ **APPROVED BY CITY MANAGER? YES / NO**

CITY MANAGER SIGNATURE: _____

DATE: 4-9-26

NEW YORK STATE | Department of Motor Vehicles

KATHY HOCHUL
Governor

MARK J.F. SCHROEDER
Commissioner

MARY TANNER-RICHTER
Deputy Commissioner for
Traffic Safety and Investigations

March 11, 2026

To All Traffic Safety Partners:

Do you have a problem with speeders on your roadways? Worried about vulnerable road users navigating busy streets? Concerned about impaired drivers plaguing your neighborhoods? The Governor's Traffic Safety Committee (GTSC) is inviting passionate New Yorkers like yourself to turn those problems, worries, concerns (or other traffic safety woes) into life-saving action by applying for grant funding through New York's Highway Safety Grant Program. GTSC is pleased to announce the opening of the 2027 traffic safety grant application period. We are looking for both innovative and tried and true initiatives to make our roads safer for all and advance our goal of ending roadway violence and achieving zero roadway deaths and serious physical injuries. From small towns to urban neighborhoods, these grants offer support to community leaders with real solutions to identifiable problems where they are needed most.

New York's Highway Safety Grant Program is data driven. Using statewide data[1], three program areas stand out with the greatest number of fatalities/serious physical injuries: speeding, impaired driving, and motorcycles. But those are just three out of the eighteen program areas. [2] GTSC recognizes each community is unique, and the program area(s) of greatest concern locally may not mirror the statewide top three. Because of this, applicants are encouraged to use both local data and statewide data to support the initiative(s) for which grant funding is being sought.

Even small ideas can grow into powerful programs. Every informed driver, every protected pedestrian or cyclist, starts with someone willing to step forward. If you have an idea that could prevent crashes, protect vulnerable road users, or strengthen safety in your community, GTSC wants to hear from you. Past projects have included: youth-led safe-driving campaigns, creative and widespread road user safety messaging, and targeted high visibility enforcement initiatives designed to remove dangerous drivers from our roads. All applicants are encouraged to review GTSC's 2025 Annual Report, available on its website, for a sample of the types of grants funded.

Four important notes:

1. **All grant applications are due by 11:59pm on May 1, 2026.**

2. All applicants must implement and attest to having a Gender-Based Violence and the Workplace policy[3].

3. GTSC and the New York State Police are excited to announce the Empire State Law Enforcement Traffic Safety (ESLETS) Conference will be joining with the NYS Highway Safety Symposium starting with this October's Highway Safety

[1] Statewide traffic safety data is available on the Traffic Safety Statistical Repository (TSSR) at https://www.itsmr.org/traffic-safety-statistical-repository/.
[2] For the complete list of traffic safety program areas, visit GTSC's website at: https://trafficsafety.ny.gov/safety-topics.
[3] Or provide a certified statement indicating why they cannot meet this requirement.

Symposium taking place in Lake Placid October 19th through October 22nd, 2026, so make sure to include additional funding requests in your grant applications to cover the cost of registration and lodging for this Conference.

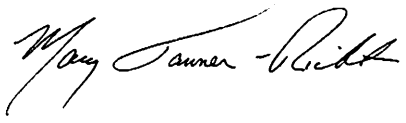
4. The next New York State Child Passenger Safety Technical Conference will be held at The Oncenter Convention Center in Syracuse, NY on May 24-26, 2027. Child Passenger Safety (CPS) grantees may apply for funding to cover registration fees, mileage/tolls, and meals not provided at the conference.

Application procedures and general application information as well as Not-for-Profit requirements are available on GTSC's website. If you have any questions, we encourage you to contact GTSC at 518-474-5111 and speak with one of our knowledgeable Highway Safety Program Representatives.

Effective traffic safety programs require innovative, data-driven initiatives with collaboration among local, state and federal partners. Your continued dedication to traffic safety is critical to us reaching our goal of ending roadway violence.

As always, stay safe and keep fighting the good fight.

Sincerely,



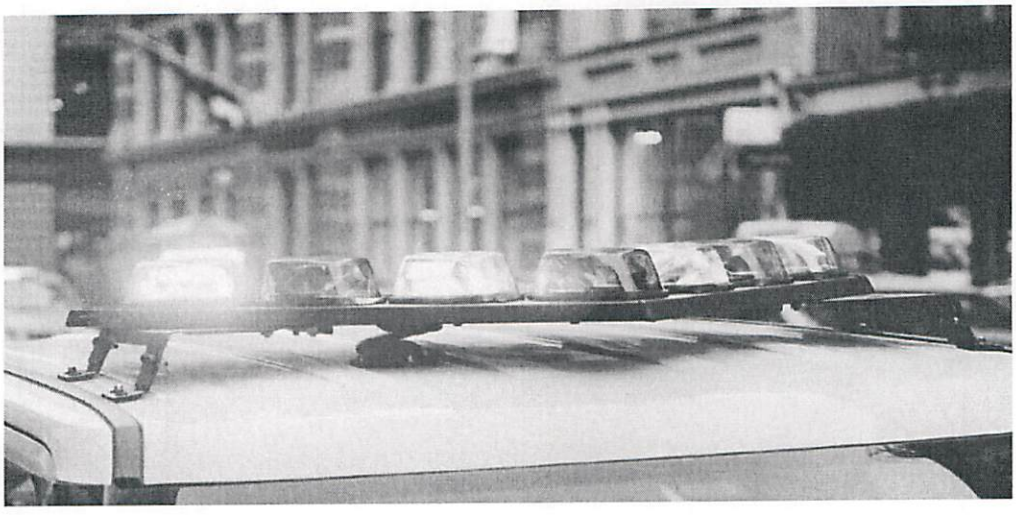
Mary Tanner-Richter

Deputy Commissioner for Traffic Safety and Investigations

New York State Department of Motor Vehicles

NEW YORK STATE OF OPPORTUNITY | Governor's Traffic Safety Committee

STATE OF NEW YORK GOVERNOR'S TRAFFIC SAFETY COMMITTEE 2027 GRANT PROGRAM DESCRIPTIONS AND APPLICATION INFORMATION



March 2026

I. Structured Programs - Child Passenger Safety and Police Traffic Services:

Child Passenger Safety (CPS) - These grants will continue to support the educational activities of child passenger safety programs through the four different initiatives or schedules: fitting stations, awareness trainings, car seat check events and car seat education & distribution programs for low-income families.

Please note: In Federal Fiscal Year 2027 there will be funding available for the purchase of a **limited number** of car seats/child restraints for use with Schedule A – Permanent Fitting Stations, Schedule C – Car Seat Check Events and Schedule D – Car Seat Education & Distribution Programs. Schedules A and C will require hands-on education pertaining to the proper use and installation of a car seat. In the event it is determined a car seat needs to be replaced, pre-established guidelines need to be followed before providing a replacement seat. Funds will also be available for the purchase of a limited number of car seats for use with Schedule D – Car Seat Education & Distribution Programs. Schedule D will require the verification of low-income status as well as hands-on education pertaining to the proper use and installation of car seats. Additional in-classroom education about child passenger safety and child restraint systems is encouraged but not required.

Police Traffic Services (PTS) - The Federal Fiscal Year 2027 Police Traffic Services (PTS) grant program will provide funding to law enforcement agencies to conduct traffic enforcement. In addition to having a current mandatory seat belt use policy in place for police officers of the department, participation in the national Click It or Ticket seat belt enforcement mobilization is required. This program will also fund agencies to conduct traffic enforcement details based on the crash data of their local jurisdiction, with the goal of impacting motorist behavior and improving traffic safety within their communities.

2027

The incentive funding for these structured programs is limited. GTSC may not be able to fund all of your initiatives. Applicants may request up to the maximum grant amount of $40,000 for CPS and up to $49,000 for PTS. There is no minimum request amount.

II. General Highway Safety Grants - The highway safety grant application for local, state and not-for-profit agencies is available to address a particular highway safety problem in their jurisdiction. This proposal requires applicants to submit a narrative outline of the problem with supporting data, details of the proposed activities with milestones and an evaluation plan.

Proposals must address one of the program areas included in the state's Highway Safety Strategic Plan, which can be found online at https://trafficsafety.ny.gov/highway-safety-grant-program. Program areas considered for the general Highway Safety Grant funding include: occupant protection; traffic enforcement; motorcycle safety; traffic records; community programs; programs that impact our younger drivers or older drivers; pedestrian safety; roadway safety and impaired driving.

In 2027, our impaired driving program will focus on statewide projects that support training, enforcement, and technology and state agencies' initiatives to support the efforts of the County STOP-DWI programs. We anticipate that available federal funding will once again be limited this year, so applications need to be detailed and supported by data.

Highway Safety Plan - The New York State Governor's Traffic Safety Committee prepares a triennial Highway Safety Plan (HSP). This plan is the road map for traffic safety professionals in the state and is based on issues and strategies identified by the GTSC member agencies, other state and local agencies, law enforcement agencies and not-for-profit organizations. The HSP can be found online at https://trafficsafety.ny.gov/highway-safety-grant-program. We invite you to contact the GTSC if you have suggestions for the HSP.

Problem Identification - Since successful programs are data-driven, we encourage you to use the crash and ticket data reports that are available for each county through an online database developed by the Institute for Traffic Safety Management and Research (ITSMR) with funding from the GTSC. The database, called the Traffic Safety Statistical Repository (TSSR), contains crash and ticket data from 2015 forward, including finalized crash and ticket data for 2024 and preliminary crash and ticket data for 2025.

To access the TSSR, visit https://www.itsmr.org/traffic-safety-statistical-repository/. Several help tools are available on the site, including a User Guide, FAQ, Glossary of Terms and TSSR Directory. Please contact your Highway Safety Program Representative at the GTSC if you have questions.

Application Procedure - Due date for all applications is May 1, 2026. NFP agencies must register with and be pre-qualified in the New York State Statewide Financial System (SFS) before submitting a GTSC grant proposal. Proposals received from not-for-profit applicants that have not registered and are not pre-qualified in SFS on the proposal due date of 11:59 PM on May 1, 2026 cannot be evaluated. Such proposals will be disqualified from further consideration. If you need assistance with SFS enrollment or enrollment in the GTSC's eGrants, contact the GTSC.

General instructions for preparing grant applications are included in the eGrants system. If your agency does not have a Project Director currently enrolled in eGrants, contact the GTSC for guidance. Frequently asked questions, an overview of the requests for proposals, application and review process can be found online at https://trafficsafety.ny.gov/highway-safety-grant-program.

Applications must be submitted using the GTSC eGrants system. The due date for General Highway Safety, Child Passenger Safety and Police Traffic Services grant applications is May 1, 2026. Applications submitted after May 1, 2026 will not be considered. Applicants must submit their proposals by changing the status of their completed 'In Process' proposal to 'Submit' on or before May 1, 2026.

If you have any questions or need any assistance preparing your grant application, please contact your GTSC Highway Safety Program Representative. Contact information can be found at https://trafficsafety.ny.gov/about or by calling (518) 474-5111.

The Governor's Traffic Safety Committee administers highway safety grant funding in accordance with 23 CFR Part 1300 Uniform Procedures for State Highway Safety Programs and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards and according to the guidelines published by the GTSC in the structured applications and the Guide to Preparing a Highway Safety Program applications. Grants are reviewed for approval based on the criteria stated on the application. In general, the review is based in part on past performance, agreement to perform requested activities, significance of problem identified, supported by data and rationale of proposed solution.

City of Newburgh Police Department

55 Broadway, Newburgh, NY
845-561-3131 (Emergency)
845-569-7405 (Main)
www.cityofnewburgh-ny.gov

Below is information directly from Flock Safety and is intended to address frequently asked community questions pertaining to the Flock License Plate Readers and to address frequently mentioned community concerns pertaining to the Flock Safety organization.

All information noted has been taken directly from the Flocksafety.com website and has been referenced for transparency.

- Pages 1-3 address some general questions and concerns.
- Pages 3-7 address some questions and concerns specific to ICE and Federal Law Enforcement agencies.

FLOCK FAQ

Direct excerpts from Flocksafety.com/faq.

1. **Are Flock Safety products compliant and secure?**
    a. Flock Safety products, including: Flock Safety LPR, Flock Safety Audio Detection, and Flock Safety Video Cameras are both NDAA and CJIS compliant.
2. **Do Flock Safety cameras detect speeding?**
    a. No, Flock Safety cameras do not have speed detection capabilities.
3. **How does Flock Safety protect citizen privacy?**
    a. Flock Safety has strict measures in place to protect resident privacy.
    b. Flock Safety believes that we can successfully reduce crime while protecting and preserving privacy. Here are a few of the ways we have ethically-engineered our suite of products to ensure privacy protection:
    c. We store all data for only 30 days (or in adherence with local laws). Customers own all of their data — Flock will never share or sell data with third parties. The customer is the only one to determine who has access to the footage.
    d. The HOA Safe List feature allows neighborhood residents to register their license plate number and opt to be eliminated from captured footage. This way, police can easily separate residents from non-residents and allow residents with privacy concerns to opt out of the system altogether.
    e. All images and metadata is encrypted throughout its entire lifecycle, from on-device to storage in the cloud. Flock uses Amazon Web Services cloud storage

and KMS-based encryption, limiting access to the encryption keys. All CJIS[1] data is stored in the AWS GovCloud and is only available to Law Enforcement agencies. No CJIS data is shared with non-Law Enforcement Flock Safety Customers.

4. **How is a License Plate Recognition camera different from a traditional security camera?**
    a. Regular security cameras record videos focusing on people and the overall context. License plate recognition cameras take still photos to focus solely on a vehicle and ensure a clear view of the license plate.
    b. Flock Safety takes the traditional LPR camera to the next level by using machine learning to capture clear, accurate license plate information and organize it based on a vehicle's physical description and unique features.
5. **How is footage securely stored?**
    a. All footage and metadata is encrypted throughout its entire lifecycle, from on-device to storage in the cloud.
    b. Flock uses Amazon Web Services cloud storage and KMS-based encryption, limiting access to the encryption keys. All CJIS data is stored in the AWS GovCloud and is only available to Law Enforcement agencies. No CJIS data is shared with non-Law Enforcement Flock Safety Customers.
6. **How long is data stored?**
    a. Data from Flock Safety devices is stored and then deleted after 30 days for privacy and security purposes. All images and metadata is encrypted throughout its entire lifecycle, from on-device to storage in the cloud.
    b. Flock uses Amazon Web Services cloud storage and KMS-based encryption, limiting access to the encryption keys. All CJIS data is stored in the AWS GovCloud and is only available to Law Enforcement agencies. No CJIS data is shared with non-Law Enforcement Flock Safety Customers.
    c. Based on industry best practices for handling camera footage, Flock Safety defaults to permanently deletion of all data after 30 days. In states or municipalities where a different time span is required by law, we are able to comply with all regulations.
7. **What kind of vehicles can a Flock Safety camera identify?**
    a. Flock Safety cameras use machine learning to identify vehicles and organize them into categories. One way to search for a vehicle is by filtering for its body type, including:
    b. Cars (coupe, hatchback, convertible, sedan and wagon)
    c. SUV
    d. Pickup Truck
    e. Van (minivan or work van)
    f. Semi Truck
    g. Bus
    h. Motorcyle

[1] Federal Bureau of Investigation's Criminal Justice Information Services Security Policy

i. Golfcart
j. Trailor
k. Bicycle

8. **Who monitors the camera footage?**
    a. Nobody from Flock Safety is accessing or monitoring your footage.
    b. You, the customer, decide who can access your footage. Whether it's a trusted neighbor, the HOA board members, or your Property Manager, it's entirely up to you.
    c. In the event of a crime, customers can choose to provide access to local police to help gather the evidence needed. Customers can also choose to engage in an ongoing relationship with their local law enforcement to grant them access to Flock Safety footage automatically. This helps police get real-time alerts should a suspect pass through your neighborhood, increasing their capability to solve crimes like AMBER Alerts.
    d. Flock Safety does not access or monitor your footage without explicit request of the customer. Our team does have software in place to measure camera performance and image capture quality. This is used to preemptively diagnose issues and schedule maintenance service calls.

DOES FLOCK SHARE WITH ICE?

Direct excerpts from https://www.flocksafety.com/blog/does-flock-share-data-with-ice.

1. **Does Flock share data with ICE?**
    a. No. Flock does not work with U.S. Immigration and Customs Enforcement (ICE) or any other sub-agency of the Department of Homeland Security. Communities control federal data access. ICE does not have direct access to Flock cameras, systems, or data, unless the agencies that control their data expressly and deliberately allow it.
    b. No. Flock does not work with U.S. Immigration and Customs Enforcement (ICE) or any other sub-agency of the Department of Homeland Security.
    c. Flock does not partner with ICE. Communities control federal data access. By default, sharing with federal agencies is disabled.
    d. ICE does not have direct access to Flock cameras, systems, or data.
2. **Why do critics claim otherwise?**
    a. Flock does have established federal customers, including National Parks, Veterans Affairs hospitals, and military bases. These organizations can establish 1:1 sharing relationships with any other legal law enforcement agency on the Flock Safety platform, where applicable laws allow it, and only when communities explicitly allow federal data access.
    b. Federal agencies are not a part of a statewide or national lookup.

3. **Pilot Projects**
    a. Historically, prior to executing a contract, Flock offered a pilot project to prospective customers, effectively enabling them to test the product before committing to it. Below is a full timeline of all our federal pilot projects (all now concluded):
    b. 2021: FBI: July 21, 2021 to July 14, 2023 National Park Service (Tennessee): September 17, 2021 to December 4, 2024
    c. 2022: ATF Louisville: August 23, 2022 to May 19, 2025
    d. 2023: ATF Nashville: February 2023 to June 23, 2025
    e. 2025: NCIS Pilot: January 2, 2025 to April 5, 2025 / HSI Pilot: March 3, 2025 to May 1, 2025 / CBP Pilot: May 9, 2025 to August 24, 2025
    f. In August of 2025, Flock publicly announced it would no longer conduct pilot projects with federal agencies.

4. **Customers own and control their data**
    a. Every piece of data collected by Flock license plate readers is owned and controlled by the customer, whether that customer is a city, county, school district, or private organization.
    b. Customer ownership is foundational to how Flock operates.
    c. Decisions about whether, when, and how data is shared are made by the customer that owns the data, not by Flock. There is no hidden back-door access in Flock technology.
    d. If a local agency chooses not to collaborate with any federal entity, including ICE, Flock has no ability to override that decision. Similarly, if a community chooses to work with a federal agency, Flock has no ability to change that decision.
    e. In practice, this means:
        i. Flock never shares data on its own
        ii. Flock never sells customer data
        iii. Customers control who they share their data with, and may limit, revoke, or deny data access at any time
    f. Agencies control:
        i. Whether to share data at all
        ii. Whether to share one-to-one
        iii. Whether to share with broader agencies
        iv. Whether to revoke access at any time
        v. Whether to collaborate with federal agencies, which is governed by local law, agency policy, and community values, not by Flock.
5. **Flock does not share data on customers' behalf and has no contract with ICE**
    a. Flock does not have a contract with ICE or any sub-agency of the Department of Homeland Security.
    b. Flock does not share customer data on behalf of customers with any entity, federal or otherwise, without their permission, and does not grant access to customer data without a customer's explicit choice and control.

c. Local public safety agencies sometimes collaborate with federal partners on serious crimes such as human trafficking, child exploitation, or multi-jurisdictional violent crime. Decisions about participation in that collaboration are made locally.

6. **Can ICE access Flock cameras?**
    a. ICE cannot directly access Flock cameras or customer data.
    b. Any access to customer data by a federal agency, if it occurs at all, must be explicitly granted by a local customer and must comply with applicable law.

Safeguards That Limit Federal Access

Over time, and especially throughout 2024–2026, Flock dedicated hundreds of engineering hours and implemented additional structural, technical, and compliance safeguards to ensure federal access remains limited, transparent, and controlled locally. Flock has continuously strengthened its safeguards, not because the law required it, but because local control is a core design principle.

In June 2024, Flock implemented the Illinois policy attestation requirement in response to new state legislation. This ensured agencies formally acknowledged and complied with Illinois-specific legal standards inside the platform itself.

In March 2025, Flock disabled National Lookup for all California agencies.

In April 2025, Flock released a new warning label on the National Lookup enrollment screen to clarify functionality before an agency chooses to opt in.

In June 2025, Flock created and deployed automatic keyword blocks for immigration- and reproductive-health-related searches, which meant that blocked searches do not query or return data. We applied this to Illinois and Colorado agencies in June.

In June 2025, Flock also blocked out-of-state agencies from creating new sharing relationships with California agencies.

In July 2025, Flock blocked federal agencies from discovering or requesting sharing relationships with Virginia agencies, per a new state law. Additionally, all out-of-state sharing was revoked, and a case number became required for every search in Virginia.

In July 2025, Flock also introduced platform-wide enhancements, including:

- Agency administrators can now require a Case Number for searches.
- Agencies can create custom Search Reason drop-downs.

- Agencies can create custom Hotlist Reason drop-downs.

In July 2025, Flock deployed the Immigration and Reproductive Care search filters for California agencies.

August 2025 marked a structural change for federal organizations.

- Flock established a separate organization type for federal agencies with different tools and stricter limitations than local agencies.
- All federal organizations were removed from statewide and national lookup networks. Federal agencies can no longer access those search tools.
- Federal agencies are limited to one-to-one sharing relationships only.

In August 2025, the immigration filters expanded to New Jersey, Oregon, Vermont, and Washington. The reproductive care filters expanded to Connecticut, Hawaii, Maine, Maryland, Massachusetts, Nevada, New Jersey, New Mexico, New York, Vermont, Washington, and Washington D.C.

In August 2025, Flock also blocked federal agencies from discovering or requesting sharing relationships with California agencies.

In November 2025, any agency nationwide could self-enroll in Immigration and/or Reproductive Care search filters. And Flock reviewed sharing relationships with California agencies and, with customer consent, revoked the remaining one-to-one out-of-state shares.

In December 2025, Flock introduced a NIBRS[2]-based offense type, which became required for every search, improving audit precision and guarding against prohibited use. Moreover, sensitive fields were masked in Network Audits to protect officer safety and active investigations from exposure through public records requests.

In January 2026, Flock introduced a new administrative safeguard: any law enforcement agency using Flock can now turn off all Federal Sharing with a single toggle in Admin Settings.

In February 2026, Flock launched a new post-login disclaimer for all law enforcement users that aligns with CJIS requirements and calls out relevant state-level Immigration and Reproductive Care laws and orders.

[2] Federal Bureau of Investigation's National Incident-Based Reporting System for crime data reporting

Audit Reports and Transparency

Flock provides audit reports that allow agencies and oversight bodies to review system usage. These reports support accountability and public trust by making usage patterns visible and reviewable.

In Summary: What This Means Today

As of early 2026:

- Flock does not work with ICE.
- Flock does not sell to or share data with ICE.
- Federal agencies are not part of statewide or national lookup networks.
- Federal agencies cannot discover or broadly request sharing in California or Virginia.
- Sharing with federal agencies is default off.
- Agencies can disable all federal sharing with one toggle.
- Immigration and reproductive-care searches are automatically blocked where required by law and available nationwide by administrator activation.
- Every search requires a standardized NIBRS offense type for consistent auditability.
- Federal pilot programs have concluded, and no new federal pilots are being conducted.

Flock does not provide open or unrestricted federal search access.

Flock continues to implement structural guardrails that go beyond baseline legal requirements to ensure local control, legal compliance, and transparency.

RESOLUTION NO.: _____ - 2026

OF

APRIL 27, 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH REQUESTING A FEASIBILITY STUDY FOR THE WEST SHORE LINE PASSENGER RAIL SERVICE

WHEREAS, the west side of the Hudson River in Orange, Ulster, and Rockland Counties lacks sufficient public transportation infrastructure, limiting mobility and economic opportunity for residents; and

WHEREAS, the CSX River Subdivision (West Shore Line) presents a unique opportunity for a new passenger rail corridor connecting the City of Newburgh and other west-of-Hudson communities to New York City and the greater metropolitan area; and

WHEREAS, All Aboard Hudson Valley envisions implementing passenger rail service along the West Shore Line to support regional goals related to smart growth, equitable access to transportation, economic development, and reduction of carbon emissions; and

WHEREAS, recent developments such as the proposed implementation of New York City's congestion pricing plan and the cancellation of the Newburgh-Beacon Ferry have underscored the urgent need for viable commuter alternatives on the west side of the Hudson River; and

WHEREAS, a restored and upgraded West Shore rail corridor would not only increase access to jobs and housing but would also support critical hubs such as Stewart International Airport and the potential Newburgh Intermodal Transportation Center, including multimodal connections with ferry, bus, rideshare, and future housing development; and

WHEREAS, such service could also provide future connections for tourism to the Catskills, improved access to West Point for events and ceremonies, and long-term opportunities for transit-oriented development in the City of Newburgh and the surrounding towns and villages; and

WHEREAS, a feasibility study is the critical first step to assess operational, engineering, ridership, and economic viability of such service;

NOW, THEREFORE, BE IT RESOLVED, that the City of Newburgh supports and hereby formally requests that New York State, in coordination with relevant regional planning agencies and transportation authorities, fund and initiate a feasibility study to evaluate the restoration of passenger rail service on the CSX River Subdivision (West Shore Line); and

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Hon. Kathleen C. Hochul, Governor of New York, the Hon. Pat Ryan, United States Congressman for the 18th District of New York, the Hon. Robert Rolison, New York State Senator for the 39th District, the Hon. Jonathon G. Jacobson, New York State Assembly Member for the 104th District, the New York State Department of Transportation, and other relevant agencies and officials to express our full support and urge immediate action.



Investing in the future of Hudson Valley Public Transportation Infrastructure

All Aboard Hudson Valley

I'm a lifelong Hudson Valley resident with a vision for improving commuter experiences along the west side of the Hudson River. From a young age, I envisioned a seamless and efficient passenger train service that would transform the way people travel and live in our community.

Having personally navigated the challenges of commuting on both the Hudson and Port Jervis lines for many years, I understand the obstacles and difficulties commuters face on a daily basis. My interest in enhancing the commuting the experience was further fueled as I witnessed my wife navigate both lines every day during the challenges of two pregnancies.

Frustration reached its peak when I encountered the limitations of the Port Jervis line's weekend schedule while traveling to the city. In wanting to start the conversation for better options in our communities, I created the All Aboard Hudson Valley instagram page. This platform serves as a space to showcase my thoughts, ideas and the collective vision for a better commuting future and fostering positive economic growth in our region.

- Daniel DeFalco



The Vision

- All Aboard Hudson Valley envisions the relaunching of passenger train service on the ROW of the CSX River Subdivision, creating a shared freight-passenger train line to provide new passenger service through Orange, Rockland and Ulster Counties.
- The relaunch of the passenger train service through this line can have many **different variables** - frequency, distance, seasonality, ownership etc.
- Therefore, we need a **feasibility study** for this new service on the River Subdivision, aka the West Shore Line.

Background

Original West Shore Passenger Service ran From the mid 1800's until the 1950's



The end of the line

Why the West Shore Railroad will soon be forced to discontinue its passenger service

The West Shore Railroad and the Weehawken Ferry have been in the business of carrying commuters from their homes to their jobs and back again for the past 70 years.

In the last 25 years, 80% of the steady riders have abandoned the railroad, apparently deciding that other means of transportation could meet their needs better. Despite this, the railroad and the ferry have continued to operate for the convenience of the remaining 4,000 commuters, even though this meant losing more than $2,000,000 annually for the shareholders of the road.

Break-even point – 100% fare increase!

For the West Shore line, the point of no return has long been passed. With operating costs spiraling rapidly and consistently, it would take a fare increase of more than 100% on the railroad and 300% on the ferry just to meet expenses.

This fare increase would accomplish nothing—other than chase away the remaining riders. So, with regret and reluctance, we announce our intention to apply to discontinue passenger service on this line—a procedure which usually takes several months to conclude.

The West Shore alone is not being singled out. The entire New York Central System is re-appraising all of its passenger services in the light of present-day economics.

For although the revenues of the System totalled $403,000,000 in the past 10 months, it is still in the red.

Our loss—$326 per passenger!

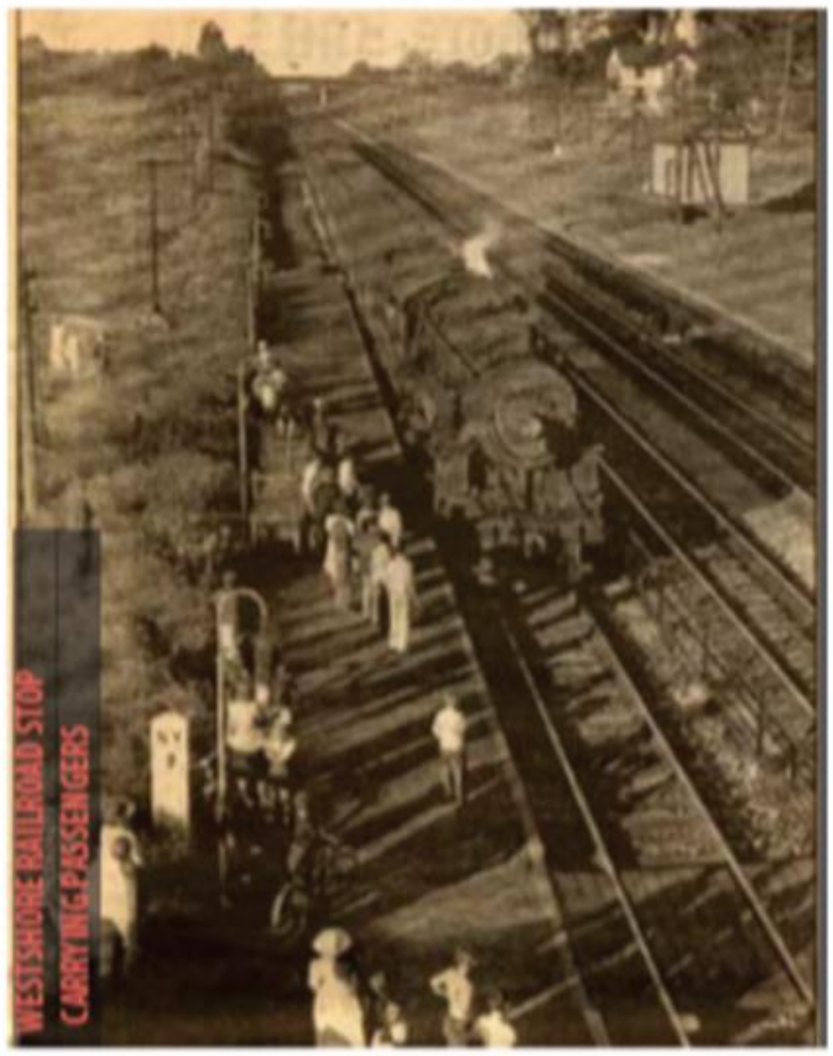
We feel that we must live up to our responsibility to the 40,000 shareholders of this railroad, most of them working people, and many of them connected themselves. It seems unfair to ask them to subsidize the West Shore rail ferry passengers at a yearly cost of $326 per rider.

With many other means of travel available, we're sure we can sell that himself without past transportation service. New bridges and tunnels make city destinations increasingly accessible by automobile and bus.

Facts are facts—let's face them

The passing of a commuter service, like the death of any public businesses, is always a sad event. We hate to see this stalwart one day gambling to stay, just as we—and many thousands of others—executed the passing of the great steamboats which churned up and down the Hudson. But the hard fact remains—this low-cost, low-traveled stretch of road is a victim, like the sidewheeler, of the arithmetic of its times and the irresistible force of latest economics.

Eugene R. Bachman
President,
NEW YORK CENTRAL SYSTEM



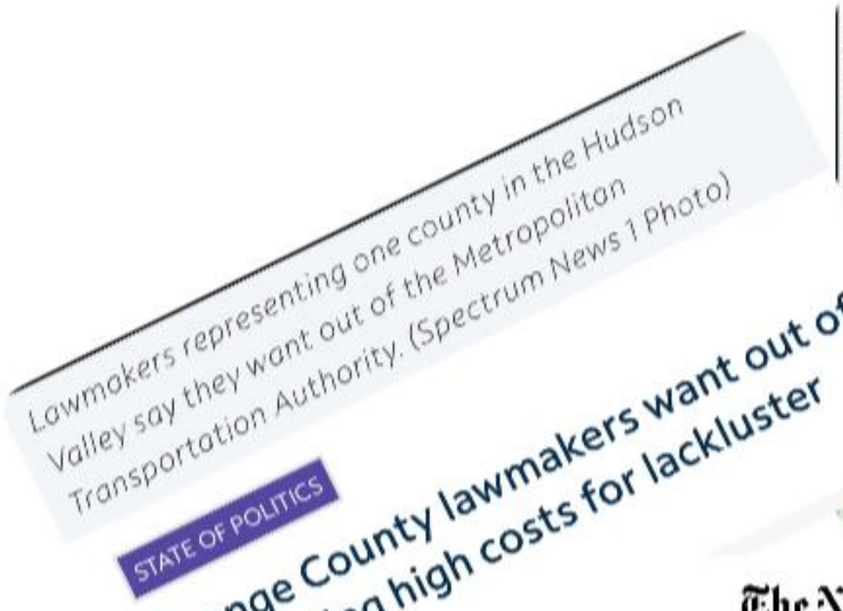
Previous Attempts

NJ TRANSIT – West Shore Regional Proposal (1997)

- In1997, a $3.97 million grant was given to New Jersey Transit by the Federal Transit Administration. At the time, many towns along the line supported the idea, and went as far as conducting zoning procedures to allow room for the new additions the railroad would bring.
- Considering the current line is not under proprietorship of New Jersey Transit, a new right-of-way would be installed parallel to the existing freight line.
- However, funding remained an issue, as did disagreement with CSX. Ultimately, focus on the project was dropped in favor of progress on the Northern Branch Corridor Project (light rail extension - still in development) and Meadowlands Rail Line (completed in 2009).



Why now?
why the West Shore?









The New York Times

Is the Hudson Valley Turning Into the Hamptons?

Developers have discovered the once-sleepy Catskills and are building million-dollar homes there. And now there's a bus service modeled after the Hampton Jitney.

STORM KING ART CENTER

Rockland County Exec Seeks Exceptions For NYC Congestion Pricing

County residents face the highest level of transit inequity in the MTA region, with a services value gap of $40 million a year.



Orange County, NY, has experienced significant population growth, particularly in the period between 2010 and 2022, with an 8.7% increase.

HUDSON VALLEY // NEWS

Is Newburgh poised to become the next Beacon?

A major hotel, new restaurants and community initiatives are pushing Newburgh's revitalization into a new phase



The West Side of the Hudson has been a long neglected area for public transportation/ commuter rail investment. The implementation of Congestion pricing, while showing successful for NYC, has made commuting from Orange & Rockland counties more challenging. The cancellation of the Newburgh-Beacon ferry has ended an already bare bones, but helpful mass transit solution.

The Hudson Valley, especially on the West Side of the Hudson is poised for significant growth and economic development. The West Shore provides service for key areas that are unserved by the Port Jervis and Pascack Valley Lines. This adds much needed redundancy and new options to fuel growth for the future.

The Existing Route

- The CSX River Subdivision runs Between Ravena, NY and North Bergen, NJ. It sees 15-20 trains during daylight hours (weekday) 18-24 during daylight hours (Saturday) and 8-14 trains Sundays
- The line allows for direct service to key Hudson Valley River towns and cities otherwise Unserved along the west shore of The Hudson.
- Current alignment allows For a station in downtown Albany

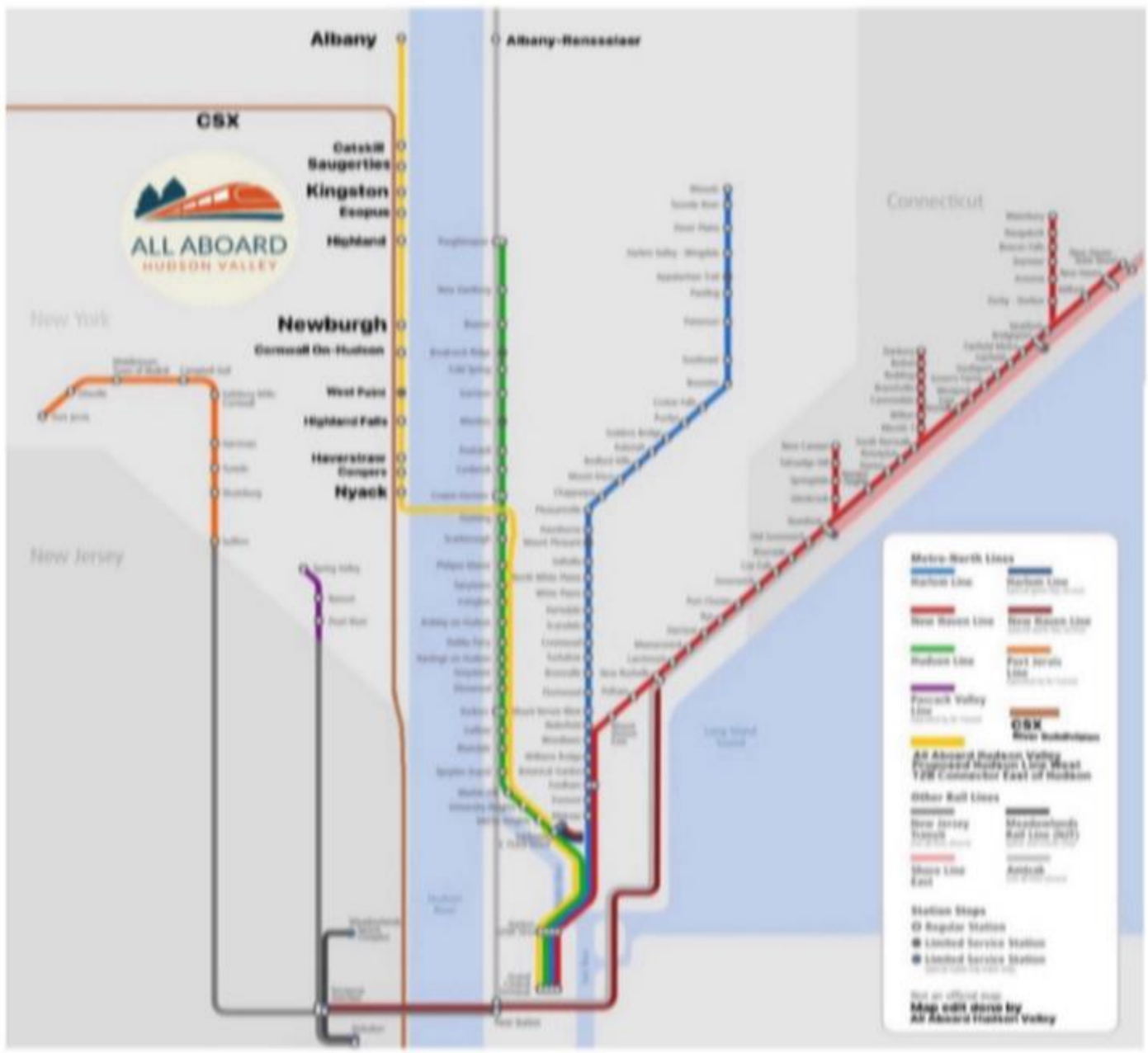


Proposed Route
West Shore - Option 1

Via Mario Cuomo Bridge to grand Central

See Yellow Line on Map

Use proposed ROW over the Mario Cuomo Bridge to connect With Metro North's Hudson or Harlem lines or new ROW on the Old Putnam Trail



Proposed Service

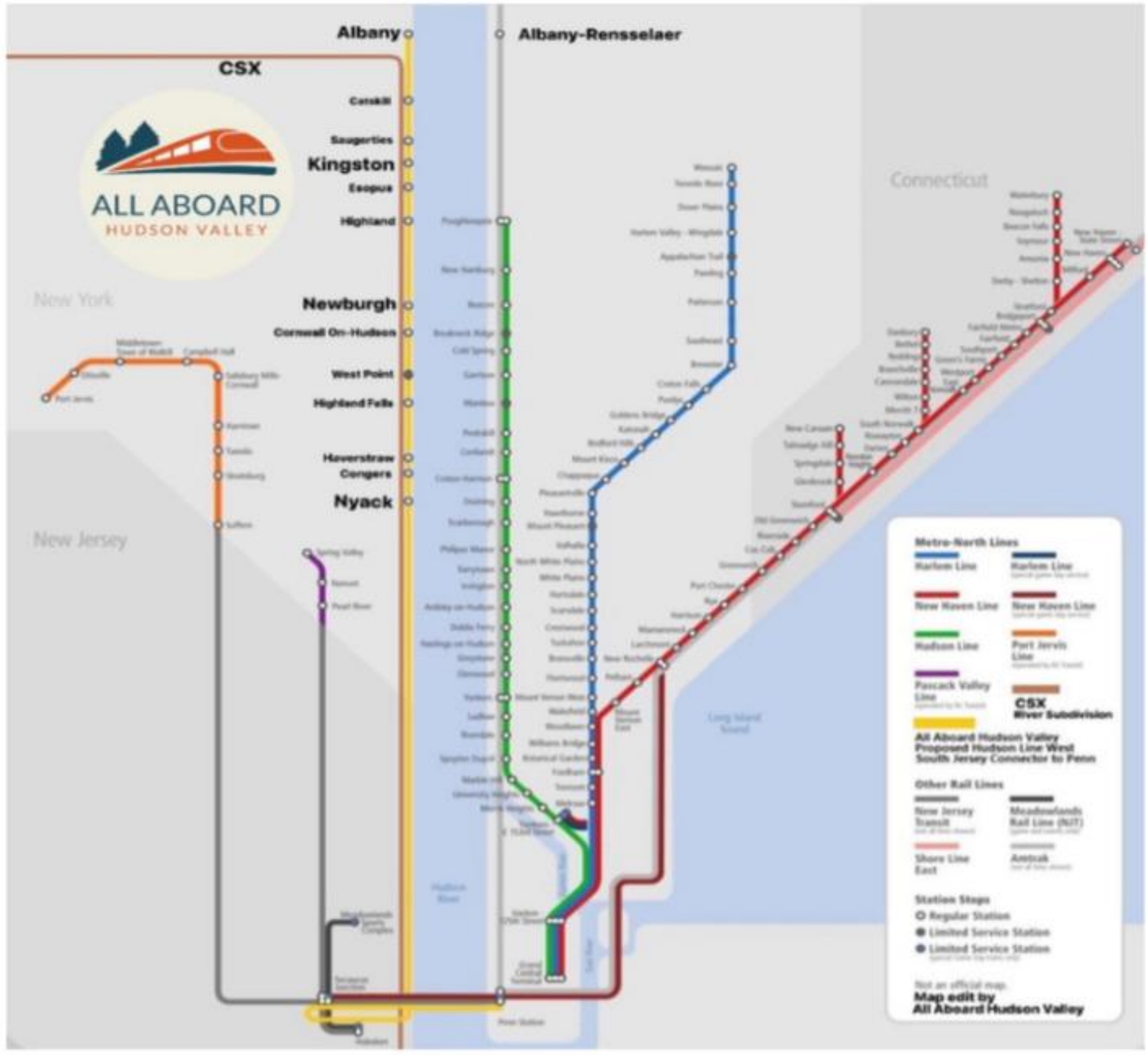
GCT - Newburgh
Commuter

GCT -Newburgh/Kingston- Catskill
Commuter Weekend Service

GCT - Newburgh-Kingston- Albany
Regional Setvice

Proposed Route
West Shore - Option 2

- Via North River Tunnels to Penn Station
- See Yellow line on map
- Uses established river crossing, expanded service into New Jersey
- Additional service is contingent on completion of the Gateway Project and its new tunnels and the expansion of Penn Station platforms, as there is currently no capacity for extra service into Penn Station.



Project Benefits

- **Significant economic impact and job creation**
- Spurs transit oriented development
- Increase real estate values and affordable development opportunities
- More access to economic centers and expanded job markets
- **Reduced Carbon Emissions and Vehicles Miles traveled**
- Less traffic on local roadways
- Greater access to car-free transit options
- Mitigates congestion pricing in NYC
- **More resilient regional transportation infrastructure**
- Redundant train systems
- **Creation of multi modal transportation** (Airports, Ferry, Local and Regional Train, Bus Transit etc)

Project Benefits - **All Aboard Hudson Valley plans for a strong New York future**

Benefits Highlighted

- **Anchor stop in Newburgh, NY** - Creation of the Newburgh Transportation Center - A Central transit hub where riders can conveniently connect Newburgh to NYC's high paying jobs and entertainment. The station would connect city bus lines, tourist boats, ferries to cross river access, easy access to Newburgh housing, restaurants, hotels and tourist attractions.

- **Several high impact connections can be served from the line**: Quick and direct shuttle access to NY Stewart International Airport via bus link at the Newburgh Waterfront Train Station via bus or new light rail connection.
- Special events stop established at West Point for football games, graduations, special events etc. to alleviate traffic over Route 9W.
- Direct rail access to the City of Kingston and Catskill region via either regular or seasonal service to Kingston, Saugerties and Catskill. A would be widely popular service for not only residents, but the many vacation goers drawn to the Catskill region.
- Stop in Highland with shuttle bus connection to SUNY New Paltz.

- **High Ridership Potential** - Establishing passenger train service in on this line will connect hard working Hudson Valley residents and families with direct service to high paying NYC jobs as well as connect NYC residents to a highly desirable tourism region in the Hudson Valley. Added connections to NY Stewart Airport, West Point and more would produce high ridership.

- **Positive and Impactful Hudson Valley Growth** - Bringing Passenger Rail to these communities in the Hudson Valley Region will bring the potential of attracting new companies, businesses and jobs to Rockland, Orange and Ulster Counties as well as create new and plentiful Transit Oriented Development and new housing connected to stops along the line.

ALL ABOARD
HUDSON VALLEY

Project Challenges - **All Aboard Hudson Valley highlights three major challenges to be met when constructing this new service.**

Challenges Highlighted

- **CSX** - With CSX Transportation owning the freight line needed for this project, establishing a relationship with the railroad would be necessary. The River Subdivision is one of the most important and heavily used freight lines in the country, as it is the direct freight line to the New York City market. Although the proposed passenger service would not require the entire use of CSX's territory, freight railroads are traditionally unfavorable to adding passenger trains to their line. Strong political and public support would be needed to establish this relationship

- **Crossing the Hudson** - A Hudson River crossing must be established to access NYC's train stations. The Hudson Line West proposal includes a rail connection in Nyack, branching off to the south and following I-87 to the Governor Mario Cuomo Bridge. The bridge was originally designed to have a rail line and room was left in the final construction for one to be added. Once across the bridge, the line can link up with either Metro North's Hudson or Harlem line, or a new right of way established using the Putnam trail through Westchester, which the alignment will allow the new ROW to connect with Metro North in the Bronx. An Alternative alignment to Penn Station could be attainable via a new connector built in South Jersey. Hudson Line West can also alternatively serve Penn Station/Moynihan Train hall via a new connector in Jersey city that would link up with the proposed Bergen Loop to the upper level at Secaucus. In order for this to be feasible, the Gateway tunnels will need to be completed and Penn Station platforms must be expanded, as Penn Station/Moynihan train hall does not currently have the capacity to handle extra trains.



ALL ABOARD
HUDSON VALLEY

- **NYC Station Access** - A new passenger line to Manhattan means capacity would be needed to handle the additional trains. For this reason, the line is proposed to serve Grand Central, which currently has the capacity to handle the extra trains. Hudson Line West serving Grand Central will also give Hudson Valley Residents in Orange, Ulster and Rockland an option to use Grand Central as their destination, where the Port Jervis Line provides the option to use Penn Station as the destination. This provides much needed robust transit options for the area, making the region more attractive and livable.

Recent Rail Invesments Across The Country

CT RAIL - Hartford Line

- In **1994**, the Connecticut Department of Transportation (ConnDOT) conducted a **feasibility study** for a New Haven–Hartford service which envisioned three trips in the morning and three in the afternoon.
- Capital costs would be **$4.4 million** and require an annual subsidy of $2.5 million.
- Ridership was projected at 1,000 per day.
- Average daily ridership has exceeded initial projections, with an estimated 2,400 daily passengers on weekdays and 1,200 on weekends (2018).
- The line carried its millionth passenger during the Thanksgiving holiday in November 2019.



ALL ABOARD
HUDSON VALLEY

Brightline

Brightline launched high-speed rail service between Orlando and South Florida in September 2023. By mid-2025, monthly ridership surpassed 200,000, with over 2.7 million total riders reported for 2024, driven largely by strong Orlando-area demand.



Amtrak Borealis Route

The Amtrak Borealis launched on May 21, 2024, running daily between Chicago and St. Paul (via Milwaukee), supplementing the Empire Builder . In its first 11 months (through April 30, 2025), it carried over 205,800 passengers–well above the original 124,000 annual projection–and surpassed 250,000 riders by early July, averaging roughly 19,000 monthly



NCDOT Expansion

NCDOT (via Charlotte Area Transit System) finalized the purchase of Norfolk Southern's 22-mile O-Line in September 2024 to enable the planned Red Line commuter rail connecting Uptown Charlotte with northern suburbs (Huntersville, Cornelius, Davidson, and beyond)



Investing in West of Hudson Hudson Valley Rail infrastructure will bring unprecedented positive growth to our region, boost our local & state economy and fuel the growth of our communities for generations to come. The West Shore Passenger Rail project would be the most impactful single project the Hudson Valley region could see. Let's take a bold step and plan for a better Hudson Valley and New York Future!

ALL ABOARD
HUDSON VALLEY

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

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

Current Members:

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

3 Vacancies

Applicants who applied in 2026:	Applicants who applied in 2025:
• Christina Amato • Madeline Coilleopie • Gus Courtsunis • Gregory Daley • Julian de Mayo • Kamar Everett • Youssef Farkani • Jennifer Gardner • Dennis Grant • Cian Hammill • Manjun Morshed • Gregory Nato • Dora Paci • Maurice Quinlan • Anthony Royal • Nicole Russo • Wendy W. Smith • Amalie Thomas	• Therese Cavalari • Mark Delfosse • Julian de Mayo • Edward Z. Domanico • Hilary Elkins • Joshua Ferbin • Megan Gailbraith • Vincent Hill • Kristina Santiago • Sue Sullivan • Logan Tierney • Alicia Vaughn • Shy'Queen Washington

1/13/26 PCRRB INTEREST LIST

Composition: 7 Member Board

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

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

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

Applicants: Jasir Best (Ward 1)

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

RESOLUTION NO.: _____ - 2026

OF

APRIL 27, 2026

RESOLUTION SCHEDULING A PUBLIC HEARING FOR MAY 11, 2026 TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW OF THE CITY COUNCIL OF THE CITY OF NEWBURGH ESTABLISHING A CHARTER REVIEW COMMISSION

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A Local Law of the City Council of the City of Newburgh establishing a Charter Review Commission"; and that such public hearing be and hereby is duly set for the next meeting of the Council to be held at 7:00 p.m. on the 11th day of May, 2026 in the Council Chambers, 83 Broadway, City Hall, 3rd Floor, Newburgh, New York.

LOCAL LAW NO.: _____ - 2026

OF

_____, 2026

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

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

SECTION 1 - TITLE

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

SECTION 2 – CHARTER REVIEW COMMISSION ESTABLISHED

§ 1. Establishment.

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

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

A. The Commission shall be comprised of 9 members, designated and appointed as follows:

1. The Mayor and each Council Member shall appoint one (1) Commission Member for a total of seven (7) Commission Members.
2. The City Council, by resolution, shall appoint two (2) Commission Members.
3. The Mayor and each Council Member shall appoint one Alternate Member for a total of seven (7) Alternate Commission Members.

B. There must be one resident of each ward appointed as a Commission Member.

C. Applications for appointment to the Commission will be solicited through the City of Newburgh Board and Commission Appointment Policy and Procedure. The advertisement for applications will be issued within 14 days of the effective date of this local law. The period for submitting applications will be open for 30 days.

D. All appointments shall be made at the next Council meeting cycle after the last day for submission of applications as provided in the advertisement. Vacancies in the Commission Members appointed by the Mayor and Council Members shall be filled by the corresponding

Alternate Members appointed by the Mayor and Council Members. If no Alternate Member is eligible to fill a vacancy then the vacancy shall be filled by in the same manner as the original appointment. The Alternate Members shall serve only in the event that a permanent vacancy occurs.

E. The appointment of Commission members is intended to be nonpartisan.

F. Residency within the City of Newburgh is required to be eligible for appointment to the Commission.

G. No person shall be disqualified to serve as a member, employee or consultant of the Commission by reason of holding any other public office or employment, nor shall the person forfeit any such office or employment by reason of appointment to the Commission notwithstanding the provisions of any general, special or local law, ordinance or City charter.

H. The terms of office of the Commission members expire on the day of the election at which the proposed new or revised charter prepared by the Commission is submitted to the qualified electors of the City of Newburgh or on the day of the second general election following the date of the effective date of this local law if no such questions have been submitted by that time.

§ 3. Powers and duties.

A. The Commission shall have all the powers and duties set forth in Section 36 of the New York State Municipal Home Rule Law.

B. The Commission shall review the entire charter of the City and prepare a draft of a proposed new or revised charter of the City. The Commission may decide to make no changes to the charter. If the Commission decides to make no changes, it shall prepare and provide a report to the public explaining its determination. The Commission may decide to leave a part of the existing charter unchanged, and it may propose in one or more amendments, a revision of the remaining part. If the Commission proposes on or more amendments, it shall prepare and provide to the public a report, accompanying its proposals, in which it explains its decision to leave such part unchanged and the rationale for the proposed amendments.

C. Such new charter or amendments shall be completed and filed in the office of the City Clerk no later than the second general election after the Commission is created and organized.

D. The Commission shall provide for the publication or other publicity of the proposed charter or amendments as it may deem proper, and for the submission thereof to the electors of the City at a general or special election held not earlier than 60 days after the filing thereof in the office of the City Clerk and not later than the next general election which does not occur within the said 60 days, provided, however, that if such general election occurs within 90 days after said filing, the proposed charter or amendments shall be submitted at such general

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

E. No provision for the election of any elective officers by any system of proportional representation shall become effective under the provisions of this section unless a definite question with respect to the adoption of such system for the election of such officers shall have been submitted as a separate question and separately approved at the same election by the affirmative vote of a majority of the qualified electors voting thereon.

F. If any question submitted by the Commission receives the affirmative vote of a majority of the qualified electors of the city voting thereon, the proposal submitted thereby shall take effect as specified therein and the new charter or the amendment or amendments to the existing charter as so proposed shall become operative as prescribed therein; except that if there be a conflict between the provisions of two or more proposals approved by the electors at the same election, the proposal receiving the largest number of affirmative votes shall prevail to the extent of such conflict.

G. At any election at which any question or questions shall be submitted to the qualified electors of the City by the Commission pursuant to this section or within sixty days thereafter, no other question or questions shall be submitted to or voted upon by such electors pursuant to any local law, ordinance, resolution or petition if such commission was created pursuant to subsection 4 of the New York State Municipal Home Rule Law, and no such other question or questions shall be submitted except by another charter commission if such commission was created otherwise, if such other question or questions involve or relate directly or indirectly to the adoption of a new city charter, the amendment of a city charter, charter revision, the establishment of a commission to draft a new or revised city charter, or the functions, powers or duties of any elective officer of the city, except as provided in paragraph 6 of subsection 5(g) of the New York State Municipal Home Rule Law.

H. While the Commission is in existence under the provisions of this local law, the local legislative body shall not submit to the electors any of the questions specified in subsection 5(e) of the New York State Municipal Home Rule Law except at a general election.

I. If a proposed local law submitted pursuant to section 37 of the New York State Municipal Home Rule Law would under the provisions of such section be submitted at a general election at which a question or questions submitted by a charter commission are to be voted on, such local law shall not be submitted at such election but shall be submitted at the general

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election in the year following regardless of other questions which may be voted on at the latter election and notwithstanding any inconsistent provision of this title.

§ 4. Procedures; appropriations; rules and regulations.

A. The Commission may designate its chairperson and vice-chairperson from among its members. The chairperson shall preside over all meetings and hearings. In the absence of the chairperson, the vice-chairperson shall act in their stead. In the absence of both the chairperson and vice-chairperson, a majority of members present shall select a chairperson pro tempore to preside over the meeting.

B. The Commission shall adopt rules and procedures governing its meetings and keep accurate records of its meetings and activities.

C. Commission meetings shall be held in accordance with applicable provisions of New York State Law.

D. The Commission shall conduct at least one public hearing. All public hearings shall be held at such time and place within the City of Newburgh as the Commission shall deem necessary.

E. The Commission shall have the power to conduct private hearings, take testimony, subpoena witnesses and require the production of books, papers and records.

F. Members of the Commission shall receive no compensation for the services but shall be reimbursed for the actual and necessary expenses incurred by them in the performance of their duties.

G. The Commission may appoint and remove employees and consultants and fix their compensation and may accept any services, facilities or funds and use or expend the same for its purposes. The Commission may request that the City Manager direct any board, body, officer, or employee of the City to cooperate with, assist, advise, provide facilities, materials or date and render services to the Commission.

H. The Commission may request that the appropriate City officials make appropriations for its expenses incurred in the course of its operations. In the event that the appropriating body or officials do not take affirmative action to appropriate funds for such expenses within 45 days of the Commission's request, the Mayor of the City shall have the power to authorize, by certificate filed with the fiscal officer(s) of the City, the Commission to incur expenses within the amounts requested, which shall be paid by the appropriate officials of the City.

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SECTION 3 – SEVERABILITY

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

SECTION 4 – VALIDITY

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

SECTION 5 – EFFECTIVE DATE

This Local Law shall be effective after the filing in the Office of the New York State Secretary in accordance with the provisions of New York State Municipal Home Rule Law.

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KeyCite Yellow Flag
Proposed Legislation

McKinney's Consolidated Laws of New York Annotated
Municipal Home Rule Law (Refs & Annos)
Chapter 36-a. Of the Consolidated Laws
Article 4. Powers of Counties and Cities to Adopt Charters
Part 2. City Charter Revision (Refs & Annos)

McKinney's Municipal Home Rule Law § 36

§ 36. Provisions for adoption of new or revised city charter proposed by a charter commission

Currentness

1. A local law providing a new or revised city charter also may be adopted in any city pursuant to the provisions of this section.

2. The legislative body may adopt a local law providing for (a) the establishment of a commission to draft a new or revised city charter, or (b) the submission to the electors of such city at a general or special election of the question: "Shall there be a commission to draft a new or revised city charter as proposed by local law number ..... for the year .....?" Such question may also specify the composition of such commission as provided in such local law. Such election shall be held not less than sixty days after the adoption of such local law. Such local law shall fix or provide the method of determining the number of members of such commission and determine whether the members shall be elected or appointed, or partly elected and partly appointed. It shall also prescribe the manner of appointment of appointive members, the manner of election of elective members and whether elective members shall be elected by the city at large or by districts described in such local law. In a case where a question is so submitted, the elective members of the commission, if any, shall be elected at the election at which the question is submitted. If the question be answered in the affirmative by a majority vote of the qualified electors of such city voting thereon, the members of the charter commission, appointed or elected thereto, shall be a charter commission of such city, except that if at the same election more than one proposal for establishing a charter commission receives such approval only the proposal receiving the largest number of affirmative votes shall be deemed adopted.

3. A local law for the creation of a commission to draft a new or revised city charter also may be adopted in the following manner: Qualified electors of a city, registered to vote therein at the last preceding general election, in number equal to at least fifteen per centum of the total number of votes cast for governor at the last gubernatorial election in such city, or forty-five thousand, whichever is less, may file in the office of the city clerk a petition for the submission to the electors of such city of a proposed local law for the creation of a commission to draft a new or revised city charter for such city and if such petition is found to meet all the requirements of law, the legislative body of the city shall submit such local law to the electors of such city at the next general election therein held not less than sixty days after the filing of such petition. Such proposed local law shall fix or provide the method of determining the number of members of such commission and shall provide for its composition. It may name all or any of such members and may provide for the election or appointment of all or any of them. It shall prescribe the manner of appointment of appointive members and the time and manner of election of elective members. It shall also determine whether elective members shall be elected from the city at large or by districts described in such local law. Such petition shall conform to the provisions of section twenty-four in relation to petitions. It shall be examined and reported on by the city clerk as prescribed in such section, and objections thereto shall be disposed of by the supreme court as prescribed by such section. The city clerk shall transmit such proposed local law in the form in which it is to be submitted, which shall include the proposed composition of such commission, to the election officers charged with the duty of publishing the notice of such election. If two

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or more such petitions are filed providing for the submission of different proposed local laws, the city clerk shall designate each such proposed local law numerically in the order of the time of the filing of the petitions. If such a proposed local law receives the affirmative vote of a majority of the qualified electors of such city voting thereon, the members of the charter commission named in such local law, or elected or appointed as prescribed therein, shall be the charter commission of such city, except that if at the same election more than one local law for establishing a charter commission receives the affirmative vote of a majority of the qualified electors of such city voting thereon, only the one receiving the largest number of affirmative votes shall be deemed adopted and the members of the charter commission named in such local law or elected or appointed as prescribed therein, shall be the charter commission of such city.

4. A charter commission to draft a new or revised city charter may also be created by the mayor of any city. Such commission shall consist of not less than nine nor more than fifteen members, all of whom shall be residents of the city. Original appointments to such a commission shall be made by the mayor by a certificate of appointment which shall specify the number of, and names of, the members to constitute the commission, which certificate shall be filed forthwith with the city clerk. The chairman, vice-chairman and secretary shall be appointed by the mayor from among the members of the commission. Any vacancy in the membership of such a commission or of its officers shall be filled by the mayor.

5. (a) The charter commission of a city created pursuant to this section shall review the entire charter of such city and prepare a draft of a proposed new or revised charter of such city. If the commission shall decide to leave a part of the existing charter unchanged, it may propose in one or more amendments a revision of the remaining parts. In such case it shall make a report to the public, accompanying its proposals, in which it shall refer specifically to such unchanged part and explain its decision to leave such part unchanged. The proposed charter or such amendments may contain such provisions or effect such results as may be made or effected by local law under the provisions of this chapter, and, subject to the provisions of paragraph (c) of subdivision four of section ten of this chapter, may contain any provisions of the existing charter of such city deemed necessary to make a complete charter of such city or appropriate amendments to the existing charter, with such changes in the headings and in the numbering of the titles, articles, chapters, sections and subdivisions wherein such provisions are found in the existing charter as may be deemed appropriate to correlate and coordinate them with the other provisions in the proposed new or revised charter and with such changes in the text of such provisions as may be deemed desirable to clarify the meaning of such provisions, and to vest in any of the officers of the city provided for in the proposed new or revised charter any power or authority contained in such provisions.

(b) Such new charter or amendments shall be completed and filed in the office of the city clerk in time for submission to the electors not later than the second general election after the charter commission is created and organized. The local law or certificate establishing the commission or, in the absence of such provision therein, the charter commission shall provide for such publication or other publicity in respect to the provisions of the proposed charter or amendments as it may deem proper, and for submission thereof to the electors of the city at a general or special election held not earlier than sixty days after the filing thereof in the office of the city clerk and not later than the next general election which does not occur within the said sixty days, provided, however, that if such general election occurs within ninety days after the said filing, the proposed charter or amendments shall be submitted at such general election. At such election, if a proposed new charter is submitted as a single proposal, there shall be submitted to the qualified electors of the city the question: “Shall the new city charter proposed by the city charter commission be adopted?” The charter commission may, however, require that its proposed charter be submitted in two or more parts so arranged that corresponding parts of the existing charter shall remain in effect if one or more of such parts are not adopted, or may in lieu of a new charter submit a revision of the existing charter in one or more amendments and may also submit alternative charters or amendments or alternative provisions to supersede designated portions of a proposed charter or amendment if adopted. In such case the charter commission shall prescribe the form of the questions to be submitted, which shall be such as clearly to indicate the effect of their approval.

(c) No provision for the election of any elective officers by any system of proportional representation shall become effective under the provisions of this section unless a definite question with respect to the adoption of such system for the election of such officers shall have been submitted as a separate question and separately approved at the same election by the affirmative vote of a majority of the qualified electors voting thereon.

(d) If any question submitted by the charter commission receives the affirmative vote of a majority of the qualified electors of the city voting thereon, the proposal submitted thereby shall take effect as specified therein and the new charter or the amendment or amendments to the existing charter as so proposed shall become operative as prescribed therein; except that if there be a conflict between the provisions of two or more proposals approved by the electors at the same election, the proposal receiving the largest number of affirmative votes shall prevail to the extent of such conflict.

(e) At any election at which any question or questions shall be submitted to the qualified electors of the city by a charter commission pursuant to this section or within sixty days thereafter, no other question or questions shall be submitted to or voted upon by such electors pursuant to any local law, ordinance, resolution or petition if such commission was created pursuant to subdivision four of this section, and no such other question or questions shall be submitted except by another charter commission if such commission was created otherwise, if such other question or questions involve or relate directly or indirectly to the adoption of a new city charter, the amendment of a city charter, charter revision, the establishment of a commission to draft a new or revised city charter, or the functions, powers or duties of any elective officer of the city, except as provided in paragraph (g) of this subdivision.

(f) While a charter commission is in existence under the provisions of this section, the local legislative body shall not submit to the electors any of the questions specified in subdivision (e) except at a general election.

(g) If a proposed local law submitted pursuant to section thirty-seven of this chapter would under the provisions of such section be submitted at a general election at which a question or questions submitted by a charter commission are to be voted on, such local law shall not be submitted at such election but shall be submitted at the general election in the year following regardless of other questions which may be voted on at the latter election and notwithstanding any inconsistent provision of this title.

6. Any charter commission created under this section shall also be subject to the following provisions:

(a) Members of the commission shall receive no compensation for their services, but shall be reimbursed for the actual and necessary expenses incurred by them in the performance of their duties.

(b) The commission shall appoint and may at pleasure remove such employees and consultants as it shall require and fix their compensation and may accept any services, facilities or funds and use or expend the same for its purposes. On request of the commission, the mayor or, in a city having a city manager, the city manager may direct any board, body, officer or employee of the city to cooperate with, assist, advise, provide facilities, materials or data and render services to the commission.

(c) In addition to action under any other power to make appropriations for the support of a charter commission, the appropriate officials of the city shall have power, on request of the commission, to appropriate to such commission such sum or sums as shall be necessary to defray its expenses and, in the event the appropriating body or bodies do not take affirmative action to provide such sum or sums within forty-five days of the commission's request, the mayor of the city shall have power to authorize, by certificate filed with the fiscal officer or officers of the city, the commission to incur liabilities and expenses as specified by

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him, but within the sum or sums so requested, which shall be a charge against the city and which shall be audited and paid by the appropriate officials of the city.

(d) No person shall be disqualified to serve as a member, employee or consultant of the commission by reason of holding any other public office or employment, nor shall he forfeit any such office or employment by reason of his appointment hereunder, notwithstanding the provisions of any general, special or local law, ordinance or city charter.

(e) The terms of office of the members of the commission shall expire on the day of the election at which the proposed new charter or charter amendments prepared by the commission are submitted to the qualified electors of the city, or on the day of the second general election following the organization of the commission if no such questions have been submitted by that time.

(f) The commission shall conduct public hearings. It shall conduct such public hearings at such times and at such places within the city as it shall deem necessary. The commission shall also have power to conduct private hearings, take testimony, subpoena witnesses and require the production of books, papers and records.

(g) The provisions of the election law or any other law relating to the submission of questions at general elections, so far as the same are applicable and not inconsistent herewith, shall apply to a question submitted pursuant to the provisions of this section.

Credits
(L.1963, c. 843. Amended L.1964, c. 592.)

Notes of Decisions (38)

McKinney's Municipal Home Rule Law § 36, NY MUN HOME RULE § 36
Current through L.2026, chapters 1 to 49, 61 to 90. Some statute sections may be more current, see credits for details.

End of Document

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ORDINANCE NO.: _____-2026

OF

APRIL 27, 2026

AN ORDINANCE AMENDING SECTION 288-66 OF THE CODE OF ORDINANCES ADDING STOP SIGNS AT THE INTERSECTION SOUTH WILLIAM STREET AND SOUTH LANDER STREET

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Section 288-66, Schedule VIII: Stop Intersections, be and is hereby amended to add two stop signs as follows:

Section 1. § 288-66. Schedule VIII: Stop Intersections.

In accordance with the provisions of § 288-14, the following described intersections are hereby designated as stop intersections, and stop signs shall be installed as follows:

Stop Sign on	Direction of Travel	At Intersection of
South William Street	Both	South Lander Street

Section 2. This Ordinance shall take effect on May 1, 2026.

Underlining denotes additions
~~Strikethrough~~ denote deletions

CITY OF NEWBURGH

Transportation Advisory Committee

123 Grand Street, Newburgh, New York 12550

TO: Todd Venning, Chief Executive Officer/City Manager

CC: Mike Neppl, Chief of Staff

FROM: City of Newburgh Transportation Advisory Committee

DATE: August 12, 2025

SUBJECT: Traffic Calming on So. Lander Street & So. Williams Street

The City of Newburgh Transportation Advisory Committee (TAC), received requests from city residents to investigate safety concerns regarding the intersection of So. Lander Street and So. Williams Street. In response to the requests, TAC reviewed, studied, and devised the advice below for intersection improvements.

So. Lander Street & So. Williams Street

Existing Conditions:
Ward: 2



Jurisdiction: City of Newburgh

On Street Parking: Street parking on both sides of So. Lander and So. William Streets.

Signs: There are stop signs in both directions on So. Lander St. toward So. William St.

Crosswalks: There are none.

Curb Cuts: There is only one on the southeast corner. There are none on NE, NW, or SW Corners.

Notes: There is a new business, Big Mouth Coffee, with off-street parking on the NE corner. Major cultural and gathering spaces exist within a 1-block radius including but not limited to Atlas Studios, WireWorks, Newburgh Pottery and Thornwillow press.

Network connectivity: So. William St. is a primary east-west collector street that runs between the Liberty Street commercial corridor and Newburgh's largest park at Delano Hitch, which contains the City's major public sports venue, Activity Center, and the Aquatic Center public pool. As such, it connects to several major arterial streets, including Robinson Avenue (State

Route 9W), Lake Street (State Route 32), and Little Britain Road (State Route 207). This intersection is also located along Transit Orange's Crosstown North bus route.



Issue/Conflict:

- Speed: Speed of automobile traffic is of particular concern due to downhill traffic to gather speed heading east on So. William St. toward Liberty St.

- Pedestrian Traffic: Pedestrian traffic tends to be high due to the neighborhood's vibrant, mixed-use nature. Consideration needs to be given to the safety of local residents and patrons traversing between residences and the multiple neighborhood arts and gathering spaces between So. Lander St. and the Liberty Street commercial corridor.



- Accessibility: Sidewalks are in poor condition and can not be easily navigated for people with mobility limitations or young families. Additionally, there is a complete lack of curb cuts at three of the four corners (NE, NW, & SW), and the SW corner curb cut has deteriorated from storm erosion.

- Sidewalks: Sidewalks on the southeast corner are significantly deteriorated and lack curb cuts for accessible traversing. The northeast corner along So. Lander has no sidewalk *at all*. The new business, Big Mouth Coffee, recently replaced sidewalks on a portion of the southwest corner of the intersection.

- Car Traffic: The busy nature of the neighborhood results in consistent car traffic from local residents, those visiting the neighborhood, and cross-town thru traffic.



- Turning: "No Parking" signs are not enforced, resulting in cars parking right up to the corner, which limits visibility for both turning and oncoming traffic.

- Lighting: The area is dark due to a lack of streetlights and significant open space on the northwest corner of the intersection, including a lack of

lighting along St. George's Cemetery. There is 1 streetlight on the northwest corner of the intersection.

Recommendations:

1. Stop Signs: Create a 4-way stop by installing stop signs in both directions on So. Williams St.

2. Traffic Control Devices: For traffic coming downhill, we recommend a speedometer facing east on So. William St. This will signal drivers of their speed coming into the area and create a deterrence.

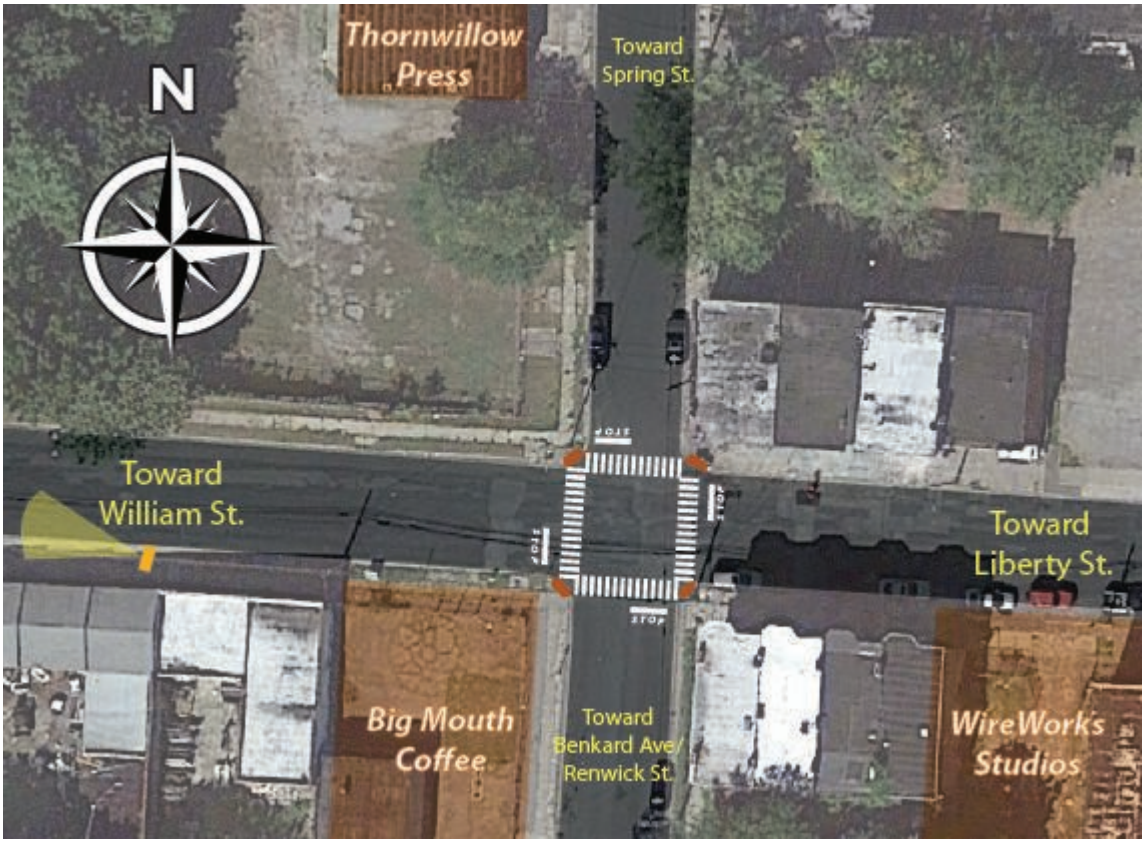
3. Bump outs: We recommend the City Engineers review plans for streetscape improvements. Also, this intersection may be an ideal candidate for a road diet via the use of bump outs/curb extensions on So. William Street.

4. Curb Cuts: We recommend new ADA compliant curb cuts at every intersection with detectable warning ramps.

5. Crosswalks/Striping: We recommend installation of stop lines and crosswalks at all crossings. It is recommended the City explore a public art element for crosswalks as this location is directly in the informal arts district.

6. Lighting: We recommend an updated streetlight be installed at the northwest corner of the intersection. We also encourage the City to explore improving lighting adjacent to St. George's cemetery and to encourage maintenance of current streetlights with Central Hudson

7. Sidewalks: We recommend the installation of ADA compliant sidewalks at all roads. Particular attention is needed to the east side of So. Lander St. where there is currently no sidewalk at all.



For Internal Use Only

Request Log No.: TAC-23

Request Receipt Date: 9/9/24 From Judy Thomas and in-person on June 11, 2025

TAC Review Meeting Date: March 12, 2025

Next Step: Further review by Executive Office and applicable City Staff

Next Action Due: As determined by Executive Office