



**City of Newburgh
Council Meeting Agenda
Sesion General del Consejo
April 27, 2026
7:00 PM**

Mayor / Alcaldesa

1. Moment of Silence / Momento de Silencio
2. Pledge of Allegiance / Juramento a la Alianza

City Clerk / Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

Communications / Comunicaciones

4. Approval of the minutes from the City Council meeting of April 13, 2026 / Aprobacion del Acta de la Reunion General del Consejo del 13 abril de 2026
5. City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia de los Planes de Cada Departamento

Presentations / Presentaciones

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

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

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

6. Resolution No. 75 - 2026 - 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

7. Resolution No. 76 - 2026 - 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

8. Resolution No. 77 - 2026 - 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

9. Resolution No. 78 - 2026 - 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)

10. Resolution No. 79 - 2026 - 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)

11. Resolution No. 80 - 2026 - Amendment to Site Development Agreement with The Kearney Realty & Development Group Inc.

A resolution authorizing the City Manager to execute a second 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)

Una resolución que autoriza al Gerente de la Ciudad a ejecutar una segunda enmienda al acuerdo de desarrollo del sitio con The Kearney Realty & Development Group Inc. para la transferencia y remodelación de las propiedades ubicadas en 137 Smith Street (Sección 12, Bloque 4, Lote 4.1), 140 Montgomery Street (Sección 12, Bloque 4, Lote 10) y 146 Montgomery Street (Sección 12, Bloque 4, Lote 2.1)

12. Resolution No. 81 - 2026 - PILOT Agreement with The Kearney Realty & Development Group Inc.

A resolution authorizing the City Manager to execute an agreement for the payment in lieu of taxes between the City of Newburgh, The Green Housing Development Fund Company, Inc., and Newburgh Green Apartments Limited Partnership

Una resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo de pago en lugar de impuestos entre la Ciudad de Newburgh, The Green Housing Development Fund Company, Inc., y Newburgh Green Apartments Limited Partnership

13. Resolution No. 82 - 2026 - 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

14. Resolution No. 83 - 2026 - 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

15. Resolution No. 84 - 2026 - 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

16. Resolution No. 85 - 2026 - 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

17. Resolution No. 86 - 2026 - 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 parque Delano-Hitch

18. Resolution No. 87 - 2026 - 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

19. Resolution No. 88 - 2026 - 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

20. Resolution No. 89 - 2026 - 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

21. Resolution No. 90 - 2026 - Appointments - Newburgh Industrial Development Agency

A resolution re-appointing Alexandra Church and Vickiana DeMora and appointing Gregory Daley, Julian De Mayo, Megan Galbraith, Jennifer Gardner and Nicole Russo to the Board of Directors of the City of Newburgh Industrial Development Agency

Una resolución que vuelve a nombrar a Alexandra Church y Vickiana DeMora y nombra a Gregory Daley, Julian De Mayo, Megan Galbraith, Jennifer Gardner y Nicole Russo a la Junta Directiva de la Agencia de Desarrollo Industrial de la Ciudad de Newburgh

22. Resolution No. 91 - 2026 - Appointments - Police Community Relations and Review Board

A resolution appointing Jasir Best as an at-large member to the Police Community Relations and Review Board

Una resolución que nombra a Jasir Best como miembro en general de la Junta de Relaciones Comunitarias y Revisión de la Policía

23. Resolution No. 92 - 2026 - 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

24. Ordinance No. 1 - 2026 - 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

25. Resolution No. 93 - 2026 - Authorizing Settlement of In Rem Property for 93 Chambers Street

A resolution authorizing the settlement of litigation regarding the foreclosure of tax liens in rem for the year 2022 related to property known as 93 Chambers Street (Section 23, Block 3, Lot 8)

Una resolución que autoriza la conciliación de un litigio relacionado con la ejecución hipotecaria de gravámenes fiscales in rem correspondientes al año 2022, respecto a la propiedad conocida como 93 Chambers Street (Sección 23, Bloque 3, Lote 8)

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

Final Comments from the City Council / Comentarios Finales del Ayuntamiento

Adjournment / Aplazamiento:

RESOLUTION NO.: 75 - 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 Emerald 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,

A handwritten signature in blue ink that reads 'C. Thomas' with a stylized flourish at the end.

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, indemnify, 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.: 76 ____-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 \$23,740.00 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.: 77 - 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.

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.



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**.



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.

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

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

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.

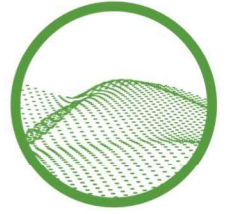
- 1 **Service Maintenance and Repair Capabilities**
- 2 **Reputation / Brand and Specialized Expertise**
- 3 **Sales Relationship / Account Management**
- 4 **Installation and Project Management Capabilities**
- 5 **Monitoring Services and Remote Services Capabilities**



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 CO₂ equivalent (CO₂e) 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.

Scope:

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

INCLUDES 2 YEAR
HARDWARE WARRANTY.

ALL TESTING AND PROGRAMMING



1 .Proposal Schedules

Material Schedule :

Material Line Items

Manufacturer	Part Number	Qty	Unit Price	Total Price
Lenel S2 SUSP PLAN - EXPIRED 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:

Securitas Technology Corporation

Company

Albany NY

Address

Andy O'Reilly, System Integration

Account Representative Name & Title

Securitas Technology Corporation Management

Securitas Technology Corporation Date

Management Signature

Buyer:

CITY OF NEWBURGH

Trade, partnership or corporate name if different from above.

Address

Camile Mohammed

Name & Title

Authorized Signature Date

4. Sustainability Summary



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

This proposal includes a CO₂ equivalent (CO₂e) 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 CO ₂ e (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

- CO₂ sequestered annually by **0.00 acres of mature forest**
- CO₂ avoided through **0.00 tons of waste recycled instead of landfilled**

¹Annual 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.

²Source: 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.: 78 - 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 RAIZ
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



two thousand
THIS BOND AND MORTGAGE, made the 13th day of July, ~~XXXXXXXXXX~~ ~~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, arials, 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.

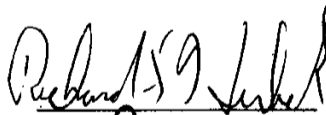
19. That the whole of said principal sum shall immediately become due at the option of the mortgagee upon any default in keeping the buildings on said premises insured as required by paragraph No. 2 or paragraph No. 11 hereof, or if after application by any holder of this bond and mortgage to two or 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


7/30/12
Date


Monica Ruiz

7/20/12
Date

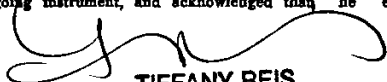
State of New York)
) ss.:
County of Orange)

On the 20th day of July in the year 2018 before me,
the undersigned, personally appeared RICHARD F HUBER,
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 #256
Commission Expires: March 20, 2019

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, 2013

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 instru-
ment; 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 his 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, \$ 25,000
Due, _____, 19____
Int. Payable _____
The land affected by the within instrument lies
in _____
Record and return to _____

RESOLUTION NO.: 79-2026

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

RESOLUTION NO.: 80 - 2026

OF

APRIL 27, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A SECOND 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 (“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, by Resolution 199-2025, the City of Newburgh authorized an amendment to the Agreement extending key performance dates; and

WHEREAS, after completing certain site investigation work and other work related to the redevelopment project, The Kearney Realty & Development Group Inc. has proposed certain changes to project representations as set forth in Schedule E of the Agreement; and

WHEREAS, the City Council of the City of Newburgh finds that approving an amendment to the Site Development Agreement that modifies Schedule E of the Agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached Amendment (amending Schedule E) 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).

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.]

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. .

- ~~6.7.~~ 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

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.

~~7.8.~~ 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.

~~8.9.~~ 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.

~~9.10.~~ 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 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

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.

11. The Developer will commit to incorporating an internship program for two (2) City of Newburgh residents during the construction phase of the Project. The internships will be paid and will provide experience in general contracting, real estate development, and real estate management.

RESOLUTION NO.: 81 - 2026

OF

APRIL 27, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT FOR THE PAYMENT IN LIEU OF TAXES BETWEEN
THE CITY OF NEWBURGH, THE GREEN HOUSING DEVELOPMENT FUND
COMPANY, INC., AND NEWBURGH GREEN APARTMENTS LIMITED PARTNERSHIP**

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

WHEREAS, by Resolution No. 249-2022, the City Council selected The Kearney Realty & Development Group Inc. for the transfer and development of property located at 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”) in a manner that would provide affordable housing options to persons of low and moderate-income; and

WHEREAS, The Kearney Realty & Development Group Inc. intends to become a partner in a housing development fund corporation (“HDFC”) known as The Green Housing Development Fund Company, Inc., a New York not-for-profit corporation organized under Article XI of the New York Private Housing Finance Law (“PHFL”) and Section 402 of the New York State Not-for-Profit Corporation Law; and

WHEREAS, the HDFC will become the record owner of the Properties, which shall be used for the purpose of providing approximately 122 residential units for individuals and families of low to moderate income, an on-site superintendent unit, and approximately 5,612 square feet of commercial space (the “Project”); and

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

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

WHEREAS, The Kearney Realty & Development Group Inc., acting on behalf of The Green Housing Development Fund Company, Inc. and Newburgh Green Apartments Limited Partnership, seeks a PILOT agreement (“Agreement”) whereby the HDFC will make annual payments in lieu of taxes to the City as set forth in the Agreement below, now presented to the City Council for approval; and

NOW THEREFORE, BE IT RESOLVED, that the members of the City Council hereby exempts the Properties from real property taxes to the extent authorized by Section 577 of the PHFL and approve the proposed PILOT Agreement by and among the City of Newburgh, the HDFC, and Newburgh Green Apartments Limited Partnership, which provides for annual payments as set forth in such agreement; and

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

AGREEMENT FOR PAYMENT IN LIEU OF TAXES (“PILOT”) BY AND AMONG THE CITY OF NEWBURGH, 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 [REDACTED]-2026 adopted [REDACTED], 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. Following the issuance of a permanent Certificate of Occupancy, the HDFC and the Company shall be required to obtain a Rental License from the City in accordance with Chapter 240 of the City of Newburgh Code of Ordinances (and as may be amended) (the “Code”). The HDFC and the Company shall make application to the City’s Code Compliance Bureau for a Rental License and any subsequent Rental License renewals no later than 60 days prior to the expiration date of the Rental License then in effect. Inability to provide access to a dwelling unit shall not be a defense to the HDFC’s and/or the Company’s ability to obtain a Rental License.
- i. The expiration or lapse of a Rental License for more than 60 days after the expiration date of the Rental License then in effect shall be grounds for default and termination of this Agreement, unless:
 1. The expiration or lapse results from a *force majeure*, a casualty caused by anyone other than an employee or agent of Company or the HDFC, the actions of an occupant of the Property, or the actions of a guest or invitee of an occupant of the Property, including but not limited to actions outlined in Code Sections 240-14(E)(3), (4), (5), (6), (7), or (8); and

2. The Company and HDFC are diligently taking steps to abate and resolve such actions, including, without limitation, seeking to evict such offending occupant, or taking steps to remedy the casualty.

~~6.7.~~ Failure to make a scheduled PILOT Payment will be treated as failure to make payment of taxes and will be governed by the same provisions of law as apply to the failure to make payment of taxes, including but not limited to imposition of penalty and interest charges as allowed under state and local law, and enforcement and collection of taxes to the extent permitted by law. Any payment not received by its due date shall accrue interest and penalties at the rates provided for late payment of taxes to the Taxing Jurisdictions.

~~7.8.~~ 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.

~~8.9.~~ 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: TD Bank, N.A.
One Vanderbilt, 14th Floor
New York, NY 10017
Attention: Matthew Schatz, Market Leader

Investor: RJ MT Newburgh Green Apartments L.L.C.
c/o Raymond James Affordable Housing Investments, Inc.
880 Carillon Parkway
St. Petersburg, Florida 33716
Email Address: Steve.Kropf@RaymondJames.com
Attention: Steven J. Kropf, President

With copies to:
Dawna J. Steelman, Esq.
Klein Hornig LLP
1325 G Street NW, Suite 770
Washington, DC 20005
mail Address: dsteelman@kleinhornig.com

[_____]]
 _____]
 _____]

9.10. This Agreement shall inure to the benefit of and shall be binding upon the City the Company and the HDFC and their respective successors and assigns, including the successors in interest of the Company and the HDFC. There shall be no assignment of this Agreement except with consent of the other party, which consent shall not be unreasonably withheld. In the event that the Company and the HDFC seeks to assign this agreement, the Company and the HDFC must demonstrate to the City, at a minimum, that the record owner of the Property is a housing development fund company subject to Article XI of the PHFL, the assignee is willing to assume the obligations of this Agreement in writing, and the assignee shall have

provided such financial and other information as shall be reasonably requested by the City in order to assure the proper completion and operation of the housing project and the compliance with the terms of this Agreement and all applicable laws, regulations and covenants.

~~10.11.~~ If any provision of this Agreement or its application is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances shall be enforced to the greatest extent permitted by law.

~~11.12.~~ This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

~~12.13.~~ 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.

~~13.14.~~ Each of the parties individually represents and warrants that the execution, delivery and performance of this Agreement, (i) has been duly authorized by proper action of its governing body and does not require any other consent or approval for the execution thereof by such municipality, (ii) does not violate any law, rule, regulation, order, writ, judgment or decree by which it is bound, and (iii) will not result in or constitute a default under any agreement or instrument to which it is a party. Each such party represents that this Agreement shall constitute the legal, valid and binding agreement of such party enforceable in accordance with its terms.

~~14.15.~~ The Company and HDFC jointly and severally make the following representations, warranties and covenants:

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

~~16~~.17. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The Parties each consent to the jurisdiction of the New York courts in and for the County of Orange regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising hereunder shall be brought solely in such courts.

~~17~~.18. Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them.

~~18~~.19. Amendments. This Agreement may not be amended, changed, modified, altered or terminated except by an instrument in writing executed by the Parties hereto.

~~19~~.20. No Third Party Beneficiaries. The Parties state that there are no third-party beneficiaries to this Agreement.

~~20~~.21. 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~~.22. 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.]

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:

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

Exhibit A (Payment Schedule)

(Numeric Refers to the Annual PILOT Year)

1.	<u>\$175,700.00</u>
2.	<u>\$180,971.00</u>
3.	<u>\$186,400.13</u>
4.	<u>\$191,992.13</u>
5.	<u>\$197,751.90</u>
6.	<u>\$203,684.45</u>
7.	<u>\$209,794.99</u>
8.	<u>\$216,088.84</u>
9.	<u>\$222,571.50</u>
10.	<u>\$229,248.65</u>
11.	<u>\$236,126.11</u>
12.	<u>\$243,209.89</u>
13.	<u>\$250,506.19</u>
14.	<u>\$258,021.37</u>
15.	<u>\$265,762.01</u>
16.	<u>\$273,734.88</u>
17.	<u>\$281,946.92</u>
18.	<u>\$290,405.33</u>
19.	<u>\$299,117.49</u>
20.	<u>\$308,091.01</u>
21.	<u>\$317,333.74</u>
22.	<u>\$326,853.76</u>
23.	<u>\$336,659.37</u>
24.	<u>\$346,759.15</u>
25.	<u>\$357,161.92</u>
26.	<u>\$367,876.78</u>
27.	<u>\$378,913.09</u>
28.	<u>\$390,280.48</u>
29.	<u>\$401,988.89</u>
30.	<u>\$414,048.56</u>

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

RESOLUTION NO.: 82 - 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
SUBTOTAL		\$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.

Ref: P0203190.000
Jonathan Midler
City of Newburgh
March 5, 2026
Page 4



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.

A handwritten signature in blue ink that reads "Gina Martini". The signature is fluid and cursive, with the first name being more prominent.

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

		Cost Estimate	
		Amendment	Contract Total
	LS		\$18,650.00
	T&M		\$31,000.00
	Expenses		\$2,000.00
	TOTAL		\$51,650.00

Email: JMidler@cityofnewburgh-ny.gov

Lump Sum

Time & Expenses

Cost + Fixed Fee

Labor Multiplier

Phone No: 845.569.7381

Estimated Date of Completion:

SCOPE OF SERVICES: See attached proposal dated March 5, 2026.

Prepared by: Gina Martini, AICP

Document Approval: *LB*

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

CLIENT AUTHORIZATION (Please sign original and return)

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____



VHB HOURLY BILLING RATES

<u>BILLING CODE</u>	<u>LABOR CATEGORY</u>	<u>HOURLY RATE</u>
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%.



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.

WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT.

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

RESOLUTION NO.: 83 - 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
By:
Print Name:
Title:
Dated:

DEPARTMENT SIGNATURE
By:
Print Name: Katherine Calogero
Title: Director, Division of Fiscal Management
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
Dated:

COMPTROLLER'S SIGNATURE
Approved: Thomas P. DiNapoli State Comptroller
Dated:

RESOLUTION NO.: 84 - 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
By:
Print Name:
Title:
Dated:

DEPARTMENT SIGNATURE
By:
Print Name: Katherine Calogero
Title: Director, Division of Fiscal Management
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
Dated:

COMPTROLLER'S SIGNATURE
Approved: Thomas P. DiNapoli State Comptroller
Dated:

RESOLUTION NO.: 85 - 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.: 86 - 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.]

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

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.

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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
[Signature and Acknowledgment Pages to Follow]

Signature Page
Contract for Concession Operations at Delano-Hitch Aquatic Center
City of Newburgh with Randolph Baker (d/b/a Amani's Kitchen)

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:

Acknowledgment Page
Contract for Concession Operations at Delano-Hitch Aquatic Center
City of Newburgh with Randolph Baker (d/b/a Amani's Kitchen)

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
[Schedules to Follow]

SCHEDULE A – Solicitation #1.26, Applicable Sections

DRAFT

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.

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.

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.: 87 - 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.: 88 - 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
HH

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


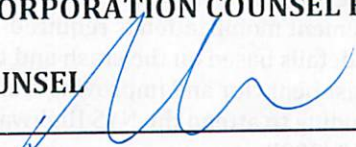
NAME OF PROJECT FOR GRANT: 2027 Police Traffic Services Grant	NAME OF DEPARTMENT REQUESTING GRANT: Police Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Chief Rola
NAME OF GRANT/NAME OF AWARDING AGENCY: NYS Governor's Traffic Safety Committee	GRANT SUBMITTAL DATE: May 1, 2026	AMOUNT OF 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: <u></u> DATE: <u>4/1/26</u>
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: <u></u> DATE: <u>4/3/26</u>
DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING: <u>4/23/26 with session</u> <u>4/27/26 council meeting</u>



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



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 data¹, 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 policy³.
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,

A handwritten signature in black ink, appearing to read "Mary Tanner-Richter". The signature is fluid and cursive, with the first name "Mary" being the most prominent.

Mary Tanner-Richter

Deputy Commissioner for Traffic Safety and Investigations

New York State Department of Motor Vehicles



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.



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.



Governor's Traffic Safety Committee

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 Principles, 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.

RESOLUTION NO.: 89 - 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 Westchester Ferry have been in the business of carrying commuters from their homes to their jobs and back again for the past 75 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 200% on the ferry just to meet expenses.

This fare increase would accomplish nothing—other than drive away the remaining riders. In, with regard and otherwise, no measure was taken to apply to discontinuous passenger service on this line—a provision which usually takes several months to conclude.

The West Shore line is not being scaled out. The entire New York Central System is reorganizing all of its passenger services in the light of present-day economics.

For although the revenue of the System totalled \$600,000,000 in the past 24 months, it is still in the red.

Our loss—\$326 per passenger!

We feel that we must live up to our responsibility to the 45,000 shareholders of the railroad, most of them working people, and many of them commuters themselves. It seems unfair to ask them to subsidize the West Shore and ferry passengers at a yearly cost of \$326 per rider.

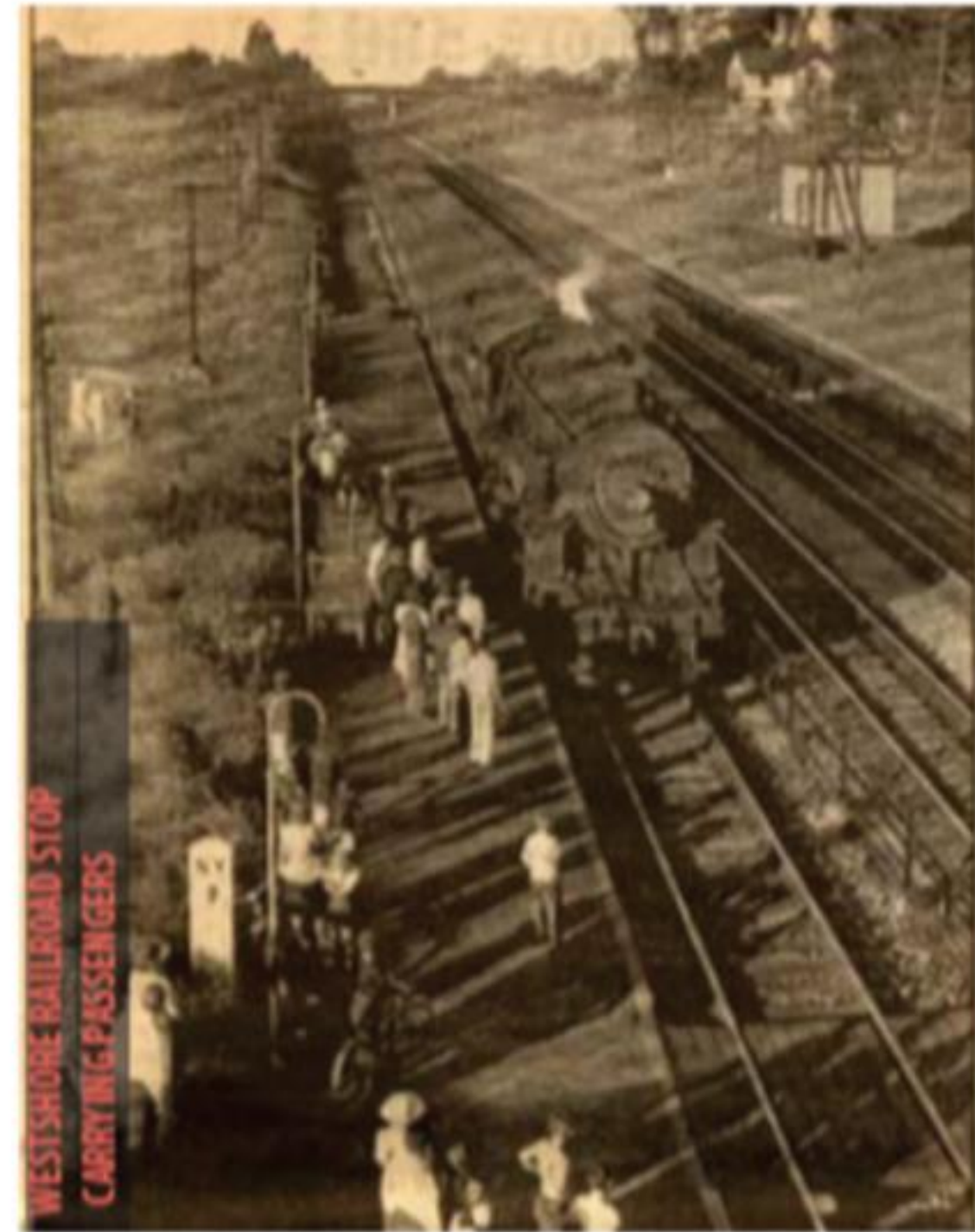
With every other means of travel available, we're sure no one will feel himself without good transportation service. New bridges and tunnels make city destinations increasingly accessible by automobile and bus.

Facts are facts—let's face them

The closing of a passenger service, like the death of any public institution, is always a sad event. We hope to see this station see any goodbye to you, just as we meet every thousands of others—assured the passing of the great institution which charmed us and drew us Hudson. But the hard fact remains—the long-term financial health of the road is a matter, like the solvency of the institution of its lines and the inevitability of their cessation.

Walter R. Paulman
President,

NEW YORK CENTRAL SYSTEM



Previous Attempts

NJ TRANSIT — West Shore Regional Proposal (1997)

- In 1997, 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?



Lawmakers representing one county in the Hudson Valley say they want out of the Metropolitan Transportation Authority. (Spectrum News 1 Photo)

STATE OF POLITICS

Orange County lawmakers want out of MTA, citing high costs for lackluster service

Newburgh, N.Y.: Onetime Jewel of the Hudson River
As many New Yorkers discovered during the pandemic, this Orange County city doesn't just have good bones, it is magnificent --- and still fairly affordable.

The New York Times Is the Hudson Valley Turning Into the Hamptons?

STORM KING ART CENTER

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.

Orange County, NY, has experienced significant population growth, particularly in the period between 2010 and 2022, with an 8.7% increase,

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.

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

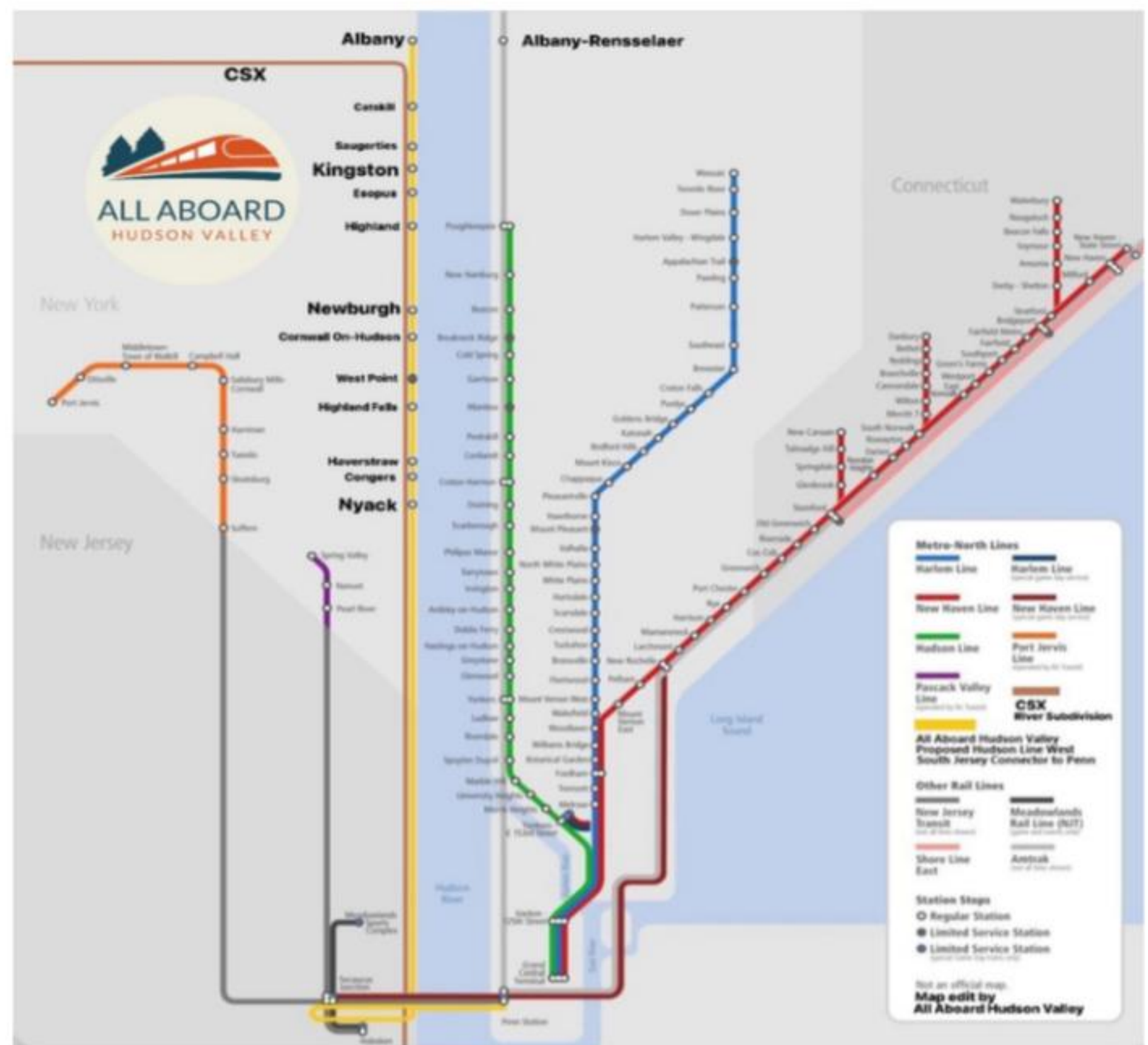
GCT -Newburgh/Kingston- Catskill
Commuter Weekend Service

GCT - Newburgh-Kingston- Albany
Regional Service



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.
- **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.

All Aboard Hudson Valley



Recent Rail Investments 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.



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!



RESOLUTION NO.: 90 - 2026

OF

APRIL 27, 2026

**A RESOLUTION RE-APPOINTING ALEXANDRA CHURCH AND VICKIANA DEMORA
AND APPOINTING GREGORY DALEY, JULIAN DE MAYO,
MEGAN GALBRAITH, JENNIFER GARDNER AND NICOLE RUSSO
TO THE BOARD OF DIRECTORS OF
THE CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY**

WHEREAS, New York State General Municipal Law Section 856(2) provides, in relevant part, that members of the City of Newburgh Industrial Development Agency “shall be appointed by the governing body” and “shall serve at the pleasure of the appointing authority”; and

WHEREAS, the City Council has determined to re-appoint Alexandra Church and Vickiana DeMora and appoint Gregory Daley, Julian de Mayo, Megan Galbraith, Jennifer Gardner and Nicole Russo to fill existing vacancies on the Board of Directors of the City of Newburgh Industrial Development Agency; the same being in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Alexandra Church and Vickiana DeMora be and hereby are re-appointed as members of the Board of Directors of the City of Newburgh Industrial Development Agency; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that Gregory Daley, Julian de Mayo, Megan Galbraith, Jennifer Gardner and Nicole Russo be and are hereby appointed as members of the Board of Directors of the City of Newburgh Industrial Development Agency to fill existing vacancies; and

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately.

RESOLUTION NO.: 91 - 2026

OF

APRIL 27, 2026

**A RESOLUTION APPOINTING JASIR BEST AS AN AT-LARGE MEMBER
TO THE POLICE COMMUNITY RELATIONS AND REVIEW BOARD**

WHEREAS, there is a vacancy on the Police Community Relations and Review Board for the unexpired portion of an at-large member; and

WHEREAS, Jasir Best has expressed interest in serving as a member of the Police Community Relations and Review Board and the City Council finds making such appointment 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 Jasir Best be appointed as at-large members to the Police Community Relations and Review Board to complete the unexpired portion of an at-large member who resigned, which term shall expire on August 15, 2026.

RESOLUTION NO.: 92 - 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 one or more amendments, it shall prepare and provide to the public a report, accompanying its proposals, in which it explains its decision to leave such part unchanged and the rationale for the proposed amendments.
- C. Such new charter or amendments shall be completed and filed in the office of the City Clerk no later than the second general election after the Commission is created and organized.
- D. The Commission shall provide for the publication or other publicity of the proposed charter or amendments as it may deem proper, and for the submission thereof to the electors of the City at a general or special election held not earlier than 60 days after the filing thereof in the office of the City Clerk and not later than the next general election which does not occur within the said 60 days, provided, however, that if such general election occurs within 90 days after said filing, the proposed charter or amendments shall be submitted at such general

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

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

election in the year following regardless of other questions which may be voted on at the latter election and notwithstanding any inconsistent provision of this title.

§ 4. Procedures; appropriations; rules and regulations.

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

SECTION 3 - SEVERABILITY

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

SECTION 4 - VALIDITY

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

SECTION 5 - EFFECTIVE DATE

This Local Law shall be effective after the filing in the Office of the New York State Secretary in accordance with the provisions of New York State Municipal Home Rule Law.

 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

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

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.

ORDINANCE NO.: 1-2026

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
<u>South William Street</u>	<u>Both</u>	<u>South Lander Street</u>

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 Nepl, 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

RESOLUTION NO.: 93 - 2026

OF

APRIL 27, 2026

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF LITIGATION
REGARDING THE FORECLOSURE OF TAX LIENS IN REM
FOR THE YEAR 2022 RELATED TO PROPERTY KNOWN AS
93 CHAMBERS STREET (SECTION 23, BLOCK 3, LOT 8)**

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

WHEREAS, Neal Weathers, the former owner of the property, made a request of the City Council to repurchase property known as 93 Chambers Street (Section 23, Block 3, Lot 8); and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Director of Finance and Enforcing Officer is hereby authorized to withdraw the liens on the property located at 93 Chambers Street (Section 23, Block 3, Lot 8), City of Newburgh, from the List of Delinquent Taxes and remove the property from the 2022 In Rem tax foreclosure action (Index Number EF007039-2022), conditioned upon: (a) Neal Weathers tendering in full certified checks to the City of Newburgh the sum of sixty-six thousand three hundred fifty-five and 71/100 dollars (\$66,355.71), said amount representing all past due tax liens, interest and penalties accruing thereon, water charges, sewer charges, and sanitation charges, and closing title to repurchase by no later than 4:00 p.m. on Friday, May 1, 2026.