

City of Newburgh
A regular meeting of the City Council of the City of
Newburgh was held on Monday, March 23, 2026 at 7:00 PM
in the third floor Council Chambers at City Hall, 83
Broadway, Newburgh, NY.
March 23, 2026
7:00 PM

Mayor / Alcaldesa

1. Moment of Silence / Momento de Silencio

During the moment of silence, Mayor Harvey asked that we think about the family of lifelong resident Paul Sanders, who was affectionately called 'Paradise'. He recently passed away after a period of illness. He also mentioned the recent passing of Councilman Omari Shakur's father, Raymond Bryant, Sr., who passed away today. Harvey asked us to think about the people who lost their lives, and those who were injured, as a result of the plane crash at LaGuardia International Airport on March 22nd.

2. Pledge of Allegiance / Juramento a la Alianza

City Clerk / Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

PRESENT: Mayor Torrance Harvey, presiding; Councilmember Giselle Martinez, Councilmember Ramona Monteverde, Councilmember Omari Shakur, Councilmember Tamika Stewart, Councilmember Ronald Zorrilla-6
ABSENT: Councilmember Robert McLymore-1

Communications / Comunicaciones

4. Approval of the minutes from the City Council meeting of March 9, 2026 / Aprobacion del Acta de la Reunion General del Consejo del 9 de marzo de 2026

Councilmember Shakur moved and Councilmember Zorrilla seconded the motion.
Ayes- Martinez, Monteverde, Shakur, Stewart, Zorrilla, Harvey-6
Carried

5. City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia

de los Planes de Cada Departamento

Deputy City Manager Mike Neppi highlighted key points in city business.

Presentations / Presentaciones

6. Police Department Update for 2025

Actualización del Departamento de Policía de 2025

Police Chief Brandon Rola presented the Police Department Update for 2025. The report included a QR Code for people to be able to follow along. The intent of the report is to show the people what the police department accomplished in 2025, and to get a better sense of who the department is as a whole.

Councilmember Martinez commended Chief Rola for his report. She thanked him and the officers for all the hard work they do in the city. She is concerned about the juvenile arrests for felony weapon possession. It shows we need more resources applied in that area. She hoped the number would decrease this year. She also noticed improvements that are needed at the facilities. She would love to see more mental health professionals be able to go out on the scene with them. Martinez said it was good to see the work that goes into the grants, especially when it comes to *STRIVE* and domestic violence.

Councilmember Monteverde commented. She thanked him for the report, and was amazed that the data shows the shootings are still down compared to 2021. She thanked Rola for the work he is doing to continue to keep the numbers down. She also thanked him for doing something about the lobby itself, because she received many complaints about how dreadful it is for people to go there; the atmosphere is so cold. She would like us to pay attention to the double-parking and speeding throughout the city.

Councilmember Shakur thanked Chief Rola for the report. He said he didn't see the *Right to Know* data, because it is an important component that was implemented to help build a community-based police department. He requested the *Right to Know* data for the last six months.

Chief Rola explained the *Right to Know* program, and stated that all police officers have cards on them that list their names and information. On the back of the card is the police department's website, where complaints and interaction forms can be found. Anyone who is interacting with a police officer is supposed to be given this card. It takes away the anonymity of being stopped. We want the community to know why they are being stopped. He urged people to get that business card so they can easily address issues.

Councilmember Stewart stated the annual report looked good, and having people

be able to scan the QR Code was a great use of technology. She loved that there is a vision and a strategic goal, so people don't have to guess because the information is right there. She appreciated the non-fatal shooting task force and how the DCJS is actually recognizing it. It can serve as a model for other cities in New York State to utilize, and she was glad to hear about it. We need to figure out the juvenile arrests that are increasing significantly, and how we can support that. She mentioned the foot patrols on Broadway, and stated that fifteen individuals receiving rehab and other services is a big deal. Unhoused individuals come with a myriad of problems; it's not just one problem, and when we have officers that are able to interact in a humane way, and provide resources to them, that is phenomenal. Stewart said we have more of a PR problem than anything else. People don't want to hear the good news; they always want to harp on the negative. But when we have the data to stop perpetuating that negative image, that is what is going to drive people here to want to buy homes and start businesses here. She hoped we could figure out how we can get the positive message out, to overshadow the negative perceptions that exist. One thing that stood out to her was the *STRIVE* grant, and that we have applied for it again in 2026. She also mentioned that traffic enforcement has racked up over \$800K in revenue, and it's good to see that it's working.

Councilmember Zorrilla thanked Chief Rola and his team for keeping the city safe, including the pups. He appreciated having a QR code to increase access, participation and better communication for people. He appreciated that the department helps the most vulnerable population. The youth numbers are most concerning to him, and he would love to figure out what we could do to lower those numbers. He also would like to see what intentional partnerships could come out of that beyond the community barbecue. Zorrilla appreciated the department's intentional outreach into the community to hire people from the community. He hoped that we would get the *GIVE* grant again from 2026 to 2027.

Mayor Harvey commented. He stated it was an excellent report, with amazing data. The organizational charts don't include the mayor or the city council, and it sends the message that only the city manager exists. The mayor and city council are part of the organization too. He wanted to make note of it, and said this is why there is a big push for charter review. He echoed Councilmember Stewart's sentiment regarding the unhoused population. He gets lots of calls, especially from the shopkeepers that people are located in front of the businesses in the main business corridor on Broadway. Harvey wanted to make sure the department was connecting with the HONOR program to help address mental health concerns. He recalled a program the department employed, in which they had social workers partnering with the department a few days a week.

Chief Rola commented that they were interns in the department about four or five years ago.

Harvey continued, and said he wanted to know how we could get more interns to

help anyone who may be going through hardship, not just unhoused people. He congratulated Chief Rola's leadership and the executive leadership. Anytime he goes to Albany and runs into folks from the State, such as those from the Attorney General, DOJ or the Governor's office, they are always amazed at the downward trajectory of crime in the City of Newburgh. The media outlets are beating us at the narrative though. There has always been this negative narrative going back to the 1980s and 1990s, and it needs to change. He knows the police department is trying to change it, because Newburgh is not the Murder Capital of the State anymore. He looked forward to continuing the movie nights this summer. One of his first initiatives when he got onboard in 2016, was to help them create a comprehensive surveillance video program. While we're not there yet, we've come a long way. He is happy to hear the data on the drone unit, and anything the council can do to continue to fund the technology in the department will be important moving forward.

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

Carla Johnson, a resident on Lander Street, commented. She gave her condolences to Omari Shakur and his family during their time of loss.

Steven Ciancanelli, a city resident, commented. He said as the weather warms up, the hypodermic needles are starting to sprout. When he calls the PD, dispatchers don't know where to send him, and it's frustrating. He is usually circled through fifteen different departments. Systems that work well are usually ones that are reviewed and updated regularly. City charter review should be expected and scheduled, especially with the speed of change in modern day. He gave examples of the need for charter revision, including the time when Kenneys residents came with complaints of no heat or hot water; the crumbling roads and sidewalks right under our feet and our tires; and the Downtown District waiting over a year for funds on a bid that was already approved. Charter review does not presuppose a solution. We are asking that the public come out and say what it thinks should be done differently, if anything. His only special interest is the people of this city.

Corbin, a resident in Ward 3, expressed his gratitude to the council for reaffirming Newburgh as a fair and welcoming city, and for rejecting the Clearview AI contract. He spoke about Flock's automated license plate readers, and why their presence concerns him. Data is sent to a national database, and it details the patterns of all Newburgh residents, without the need for probable cause or a warrant. This creates a dangerous nationwide mass surveillance infrastructure.

Flock's patent also tracks individuals by gender, race, physical appearance, and has a service that analyzes driving patterns. The algorithm has also resulted in mis-reads and traumatic interactions with police, such as the one Brandon Upchurch sustained when he was mauled by a police dog and falsely imprisoned in April 2024, when he was wrongly accused of having stolen plates. Flock's Safety has also created side doors for federal agencies that can access this data without having to notify local agencies.

Robin Holland, the founder of React Inc., commented. React Inc is a 501c3 not-for-profit organization whose mission is to encourage, educate and guide youth towards next level thinking for academic and personal achievement. React empowers the youth to make positive decisions, and to discover their purpose and become confident leaders in their communities. The young ladies are building confidence, and they rely on the program as a safe space. The young ladies go into shelters and community settings and truly touch lives. The program is mobile right now, and they alternate between churches, libraries and conference rooms, including Dunkin' Donuts. Sometimes they have to cancel programming due to lack of space and funding. Holland said she's made several efforts to connect with city leadership, including Mayor Harvey, who she said hadn't got back to her yet. They've remained committed because our young people are important. She appreciated the opportunity to discuss the possibility of utilizing an under-used city building, such as 104 South Lander Street, as a youth empowerment center. She asked the council for intentional support, access to a dedicated space and consideration for funding and/or partnership.

Dennis Grant, a resident in Ward 1, commented. In line with Women's History Month, he extended his gratitude to the women who had the courage to speak, endure and to continue forward from the abuse of Cesar Chavez, founder of the United Farm Workers. Grant said the voices of Ana Murguia, Debra Rojas and Dolores Huerta matter, and their experiences matter in standing with others who have carried burdens too often unseen. He said we had charter reform in 2011 for better ward representation; but what are we saying fifteen years later? Are we saying we need a mayor-led city now? If so, it shows that our city council is not the authoritative representative body it ought to be. It also shows how many of these wards have been neglected, such as Kenneys Apartments, which has been bad for decades. What is going on with street paving? Has the vision changed, because he sees that Farrington Street looks like the aftermath of Fallujah, and he can name more cities. Many people are engaged to get your vote, but not so engaged to serve on the record. The position is part-time, but it takes a full-time commitment.

Kippy Boyle, a resident on Grand Street, commented. She hoped the DPW could update residents about the free bulk pickup event, and thought it was included in this year's budget. She called DPW and the secretary didn't know the answer either. Boyle attended a planning board meeting, and it was an important meeting regarding the waterfront development. She requested that the council direct the

IT department to purchase seven to ten portable microphones, because none of the members could hear the discussion clearly. She said the assistant corporation counsel even leaned over to try to listen to the members. Portable microphones are inexpensive; you don't have to get an RFP. The council has the authority to direct the IT to look into it and get it going as soon as possible.

Sue Sullivan, a city resident, commented. She appreciated the dialogue about charter reform. The words 'special interest' was used repeatedly, which deserves a clear response. A special interest group is one that is trying to gain something for personal gain, and that is not happening here. Residents are asking for something that applies to everyone; it is a public interest group. There seems to be an undercurrent in the conversation that when residents step forward the conversation shifts away from the issue and toward the people raising it. This isn't how you build trust. Many believe there is an unbalance of power and a clear lack of accountability. A charter review is a public process, and voters decide at the end. She urged the council to move forward with appointing a charter review commission and let the process happen.

Christine Amato, a resident on Grand Street, commented. She stated the reasons economic development should be our top priority, and mentioned that on a \$430K median-value home, a Newburgh homeowner pays roughly \$11,500K in total tax burden, than that same homeowner who owns a home in Beacon. The buyer needs to earn \$130-\$140K per year, and the median household income in the City of Newburgh is \$45K-\$50K per year. The taxes impact renters, because the costs are passed on to them. This is gentrification by taxation, and it displaces generational families, creative neighbors and people who have fought tooth and nail to stay in a community they love. High taxes also discourage businesses from opening here. Commercial property owners pay 43% more to the city's general fund than homeowners pay. The positions held in City Hall are not administrative roles, they are the engine of everything which makes a difference between a city that attracts and nurtures our business community, and one that doesn't. Charter reform determines whether those positions can attract and retain powerhouse talent and whether that talent has the tools to execute. Fiscal discipline alone doesn't grow a tax base, vision, execution, and the right people in power to deliver it does.

Jo Epstein, a resident in Warden Heights, commented. She urged the council to create the formation of a charter review commission to review the structure of the government. She also addressed the Warden Heights violations. She has received either conflicting, misleading, or simply no answers to her questions about the violations. She asked the council to secure the answers to her questions directly, including why now, who was targeted, and at whose discretion they were targeted. She also asked why she is in violation of a State Code that doesn't mention the items the violations reference. She said homeowners are being directed to make repairs, but altering an existing footprint is not a repair. Why is there a demand for her to alter 1/3 of her existing 3-ft walkway to 4-ft,

which makes no sense. She hoped the council, as a board, could secure answers for her.

Gregory Nato, a city resident, commented. He urged the council to take a step forward by forming a charter review commission on behalf of all City of Newburgh constituents. He would like to see a commission that is supported by independent and outside and expert counsel that specializes in municipal law. He also felt it was necessary to address how they'd been categorized as a special interest group, and said they were nothing of the sort. They are residents who care deeply about our city and who are organized enough to show up, speak out and engage. The fact that they are not being embraced by their efforts is part of the problem. Newburgh has recognized the need for change and even undertook a charter reform effort in 1993. This should not be compared to the partial charter change that occurred in 2011. Many of the same concerns remain, but now we have the benefit of hindsight, better models from other cities and a renewed opportunity to engage constituents in a successful reform process. The current administration should not fear this process. Charter reform doesn't weaken leadership; it strengthens governance. He urged the council to take the first step and form a commission, engage constituents, and bring in experts. Give the people of Newburgh the opportunity to shape their government through a transparent, inclusive and modern charter reform process.

Carson Carter, a resident on First Street, commented. He appreciated the council's lengthy discussion at the last work session, which showed the will of the council to move forward with a charter review process. He was hopeful of the discussion. He is not part of a special interest group either, and charter review is not an idea unique to Newburgh nor New York; it is simply about good governance. He had not heard a single person ask to be appointed to a charter review commission; he only heard people ask that the council form the commission. Whether we do it through private petition or a public commission, the proposed revisions will go to Newburghers, as a whole, for a vote. In the legal realm, we know that justice delayed is justice denied. The most transparent, expedient and democratic of the options is for the council to appoint a commission. People are paying attention to their government, locally and nationally, more than ever. He hoped the council would not delay on it, because this is the moment to engage your Newburgh constituents.

Amanda, a resident in the Washington Heights section of the city, commented. She asked the council to open the debate for change, and said that JFK famously embraced change as being inevitable. She advocated for proactive progress within our city, and also advocated for a charter reform commission. She implored the council to add the line item, one of public interest, so residents can help the council be empowered to make decisions that constituents are asking that they make. Amanda said who a person votes for truly matters. As more people show up, the voice of the people will continue to be a top priority. Our former city manager has done a fantastic job with our city achieving financial and

fiscal health. Let's open the discussion to add changes that foster more improvements in this city.

Pastor Rosey, a resident in Ward 1, commented. She said she has lived in this city for over twenty years, and has been through the transition of many city managers. She said she is not in favor of someone who has been newly appointed to a position to also be appointed to the important role of interim city manager. She has lived in several countries, as well as states, and finds that Newburgh is unique among them all. Rosey also supports the formation of a charter review commission. (See Comments Attached)

Tracy Wallace, a city resident, commented. She offered her condolences to Omari Shakur and his family. She also congratulated Gabrille Hill for doing an excellent job chairing the Orange County Transportation Task Force. The task force is the beginning of us working with the county to try to find answers. She was confused by the last work session, and asked who was going to be the interim city manager. She didn't see the entire work session, and knows that March 31st is the city manager's last day. She asked if Mike Neppi would be appointed. She also asked if Todd made any recommendations as to who should be the interim city manager.

Norma Stephens Hannigan, a city resident, commented. She agreed with all charter review comments. She also stated there was a harm reduction service, and a mobile unit that offered a syringe-exchange program in the City of Newburgh. She had experience working with this type of program. While it is controversial to some people, she pointed out that addiction is an illness, it's not a character flaw. She thinks the Orange County Health Department may have access and could provide some of those things. She didn't recommend that residents should go out and pick up syringes themselves, because it should be done by someone with authority in the City of Newburgh.

Mayor Harvey broke protocol, and stated that residents can use the *See Click Fix* app. He encouraged everyone to report any areas where they see hypodermic needles. We don't want people picking up hypodermic needles themselves due to the safety hazard. You can take a photo and the city teams will go and check it out, usually within twenty-four and forty-eight hours.

Terrance Hannigan, a resident in Warden Heights, commented. He has so many questions and so few answers regarding the violations he received. Where did this come from? He's lived here forty years and never heard anything about it. Does it have anything to do with the new school being built across the street from the neighborhood? As we talk about the unfair tax burden homeowners have in the city compared to Beacon, we are now being demanded to pony up \$12K-\$16K to fix sidewalks. He has never lived in a city where the responsibility to replace public property falls on the homeowner, and this seems problematic. The city did a great job getting that area paved, and residents want to work with the city to get

it done in the same way.

Ann Sullivan, a resident in Ellenville, commented. She was glad to hear the police chief talk about training in the PD. She hopes we do a massive retraining on the *Right to Know* campaign. She watched many officers fail to hand out cards when they should have. She also thanked Corbin for bringing to our attention that the City of Newburgh is using Flock technology, which is accessible to ICE. She hoped the council and police chief would take a serious look at it and stop using license plate readers. She believes charter review discussion is interesting, especially as Kingston is doing charter review to remove the strong mayor system. She attended the Orange County Transportation meetings several times, and noticed that the Newburgh OCTC representative had never talked about the transportation needs of city residents. Sullivan hoped the city manager would take a minute to replace the current representative on the OCTC, because this is where huge decisions are made about spending money in Orange County. She also thanked Todd Venning for bringing millions of dollars into our city, and for righting this city when it was on the brink of disaster. We are losing someone who put in an incredible amount of work and heart into this city.

Wendy Smith, a city resident, commented. Review should be something that is considered neutral. Every organization, company, city or governmental system should look at review as a good thing, because situations change constantly. If situations remain stagnant, we may not be changing with the times. It shouldn't be considered as good or bad; it's just a way of checking ourselves, as citizens, and making sure we are doing the best we can do. There is always room for improvement.

Michael Lebron, a city resident, commented. He asked whether urban renewal displacement was more likely to occur under the city manager form of government, as opposed to a mayor-ward council form of government. He looked for data on it and found none, so he built one himself. He presented charts that depicted where displacement occurred, resulting in a strong pattern. The second chart showed the costs, where there were 25K more displaced families under the city manager form of government than a ward-council system of government. It begged the question, would we have a vibrantly restored hillside waterfront today, with an African-American community holding generational wealth, instead of a lawn in need of mowing. While we may never know, Lebron stated that at-large members would've sympathized, while ward members would've put up a fight. He encouraged everyone to view his channel *Newburgh is America* to see the full study.

Mayor Harvey stated this was an impressive display of democracy in the City of Newburgh. He thanked Lebron, and all the residents who commented this evening.

This section of the meeting was closed.

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

Councilmember Martinez thanked the youth not-for-profit for coming out and speaking up this evening, and hoped to be able to work with them to find a space. She expressed her support for charter review. She thanked Todd Venning for providing financial resources and awards, but there is also some confusion about what charter review means. She attended one of the meetings, and it was one of the most informational sessions she heard. To her, charter review means that we are moving forward in a way where we are going to review what is working and what is not working. She believes the city manager form of government holds a lot of unchecked power, and it's an un-elected position. In the current charter, certain legislation requires a super majority vote. What happens when there are only four votes, and you can't move in either direction? It is a way to hold every position accountable, elected or un-elected.

Councilmember Monteverde commented. We are at the point where it's time for a review of the charter. She supports the formation of a commission to take a comprehensive look at how our government is structured, and how it can do better to serve the people of the City of Newburgh. Currently, it is not working, because we have a non-elected official who is making all the decisions for the city. As an elected official, there are a lot of things she wants to be able to move forward on, and can't. She believes the commission will be diverse and inclusive. She would like to form a commission as soon as possible. She also thanked the residents of Warden Heights for coming out and reminding them about the violations. She also thanked residents of Kenneys apartments for coming out this evening.

Councilmember Shakur commented. How long has this city charter been in effect? When the majority of the council were white people, it worked perfectly. Now that there is a majority of minorities on council, it doesn't work now. He told everyone to have a good day.

Councilmember Stewart stated that the stagnation in government is mind-blowing. She had spoken about fast tracking issues before, so she took the initiative and created a framework for that, called the *Green Light Process*. We don't need to see a stalemate over things like getting microphones for board meetings. We need to start moving things along and addressing issues, so people don't have to continue coming back to the microphone about the same issues. She supported a charter review. Let the residents speak for themselves. If we create the local law, there will be experts in the room to guide the conversation for the commission to be able to do the work. Stewart said she hasn't been part of the conversation intentionally so that she can have an unbiased opinion on whatever it is people are bringing forth. She appreciates that the group has organized to include every area and ward in the city, and she's

happy to see Kenneys and Mullins residents on that board. This is what organizing is all about.

Councilmember Zorrilla commented, and said it was amazing to hear from everyone. It will take every one of us to make this city better, because no one person will be able to save the city. While Todd has done a great job, we still have some structural issues facing our city. This is a tough job. The narratives that are spewed are important. He encouraged everyone to pay attention to who is pushing what narrative, and what is influenced by it, because this is something he is learning along the way. We do need to support economic development in the city though. There will be a gap in funding, and homeowners will not be able to continue to bear the weight of the taxes. He was glad to see that the Business Improvement District bid was in process. He agrees that some things need to get moved along. Zorrilla would love to have a charter review commission assess the balance of what is happening here. He is not pushing for a strong mayor or a strong council. It hurts to know that he is not able to answer residents' questions. He encouraged everyone to continue to stay engaged, because it will take all of us to improve our city.

Mayor Harvey commented that we've gotten into a cancel culture in American Society, and this thing with semantics. The term special interest group doesn't have to be a negative thing. Special interest groups act to shape legislation, regulations or government action. He stated the group that spoke is a special interest group, because they have organized themselves in meetings, and there is nothing wrong with that. It says they have a special interest in influencing legislative policy, and the city council is the legislative body that creates local laws and decides on residents' quality of life when it comes to city ordinances, local laws, etc. He said many of them have come forward, and he's never seen them before in his thirty-five years of living in the city. Harvey stated some people are participating because they are now city residents, which he loves to see. He is very familiar with Beacon. Beacon has developed so rapidly that there is a water shortage for residents. He is also extremely familiar with strong mayoral systems and ceremonial mayoral systems. The city manager style of government came out of the Progressive Era to reduce governmental corruption, especially when you have elected officials who can be controlled by political machines, money and campaign donations. This is why the city manager position was created. He opposed charter review at first, but after hearing the voices of the people, he supports it now. He opined that twelve to fifteen people, who are part of an organized group of residents, doesn't represent the entire city. Harvey believed that charter review to see what works and what doesn't work, should be done by petition-to-ballot, yes or no, to decide if residents want a charter review before a commission is put together.

This section of the meeting was closed.

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

7. Resolution No. 48 - 2026 - Contract Renewal with Syntech System, Inc.

Resolution authorizing the City Manager to execute a Service Renewal Agreement with Syntech Systems, Inc. for the use of FuelMaster management equipment and services at a cost of \$4,263.00

Resolución que autoriza al Gerente de la Ciudad a ejecutar un Acuerdo de Renovación de Servicios con Syntech Systems, Inc. para el uso del equipo de gestión FuelMaster y servicios relacionados, por un monto de \$4,263.00

Councilmember Shakur moved and Councilmember Zorrilla seconded the motion. Ayes- Martinez, Monteverde, Shakur, Stewart, Zorrilla, Harvey- 6
Adopted

8. Resolution No. 49 - 2026 - MS4 Annual Report & Interim Progress Certification

Resolution authorizing the City Manager to execute the Annual Report and the Interim Progress Certification related to SPDES Permit No. NYR20A240 for on-going work under the New York State Department of Environmental Conservation MS4 SPDES Permit No. GP-0-24-001

Resolución que autoriza al Gerente de la Ciudad a ejecutar el Informe Anual y la Certificación de Progreso Intermedio relacionados con el Permiso SPDES Núm. NYR20A240 para los trabajos en curso bajo el Permiso MS4 SPDES Núm. GP-0-24-001 del Departamento de Conservación Ambiental del Estado de Nueva York

Councilmember Shakur moved and Councilmember Zorrilla seconded the motion. Ayes- Martinez, Monteverde, Shakur, Stewart, Zorrilla, Harvey-6
Adopted

9. Resolution No. 50 - 2026 - Grant Application for Fire Department for a CSX Pride in Service Grant to purchase gear dryer(s)

Resolution authorizing the City Manager to apply for and accept if awarded a CSX Pride in Service grant in an amount not to exceed \$5,000.00 for the purchase of gear dryers for the City of Newburgh Fire Department

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar, en caso de ser otorgada, una subvención del programa CSX Pride in Service por un monto que no exceda de \$5,000.00 para la compra de secadoras de equipo para el Departamento de Bomberos de la Ciudad de Newburgh

Councilmember Zorrilla moved and Councilmember Martinez seconded the motion.

Ayes- Martinez, Monteverde, Shakur, Stewart, Zorrilla, Harvey-6

Adopted

10. Resolution No. 51 - 2026 - Grant Application for Fire Department from Gary Sinese Foundation to purchase gear dryer(s)

Resolution authorizing the City Manager to apply for and accept if awarded a Gary Sinese Foundation Grant in an amount not to exceed \$20,780.00 with a City match for the purchase of gear dryers for the City of Newburgh Fire Department

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar, en caso de ser otorgada, una subvención de la Fundación Gary Sinise por un monto que no exceda de \$20,780.00, con una contraparte de la Ciudad, para la compra de secadoras de equipo para el Departamento de Bomberos de la Ciudad de Newburgh

Councilmember Stewart stated this resolution is really important for our firefighters, and asked for an explanation.

Fire Chief Paul Pullar commented that the FD applied for a grant to get a gear dryer. Typically, the firefighters wash their suits and then hang them from the ceiling to dry. Usually, this takes the gear out of service anywhere from twenty-four hours to over one week, depending on the weather. The gear dryers will allow them to dry their gear in four hours of time which would put their equipment back in service in hours instead of days.

Councilmember Monteverde moved and Councilmember Zorrilla seconded the motion.

Ayes- Martinez, Monteverde, Shakur, Stewart, Zorrilla, Harvey-6

Adopted

11. Resolution No. 52 - 2026 - Grant Application for Fire Department from Central Hudson to purchase gear dryer(s)

Resolution authorizing the City Manager to apply for and accept if

awarded a Central Hudson Gas & Electric Corporation Grant in an amount not to exceed \$20,780.00 for the purchase of gear dryers for the City of Newburgh Fire Department

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar, en caso de ser otorgada, una subvención de Central Hudson Gas & Electric Corporation por un monto que no exceda de \$20,780.00 para la compra de secadoras de equipo para el Departamento de Bomberos de la Ciudad de Newburgh

Councilmember Shakur moved and Councilmember Zorrilla seconded the motion. Ayes- Martinez, Monteverde, Shakur, Stewart, Zorrilla, Harvey-6
Adopted

12. Resolution No. 53 - 2026 - PKF O'Connor Davies' Engagement Letter for Auditing Services for Fiscal Year Ending December 31, 2025

Resolution authorizing the City Manager to execute a letter agreement between the City of Newburgh and the firm of PKF O'Connor Davies, LLP for auditing services for fiscal year ending December 31, 2025 for the price of \$101,000.00

Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo por escrito entre la Ciudad de Newburgh y la firma PKF O'Connor Davies, LLP para servicios de auditoría correspondientes al ejercicio fiscal que termina el 31 de diciembre de 2025, por un monto de \$101,000.00

Councilmember Stewart stated that this is a \$101K contract for audit services by a company the city uses to go over the numbers in our budget, so that we know we are in compliance. She wanted residents to understand what these resolutions are about, because this is how residents get to hold the council accountable. At the work session, they discussed that PKF had been the auditor for the last decade. She pointed out that Councilmember Zorrilla brought up discussion that there was a recommendation to switch out auditors every five to seven years. Hopefully, next year we will be able to put it out for bid. If it ends up being PKF, then it ends up being PKF, but residents should know because this contract of \$101K is not a little bit of money. It goes to making sure our numbers are correct, and our finances are doing what they're supposed to do for the city.

Mayor Harvey pointed out that our annual audit is very important. We do them to make sure the numbers line up. The annual audit comes back to the council with recommendations on how we can improve the fiscal health and solvency of the city. One of the things that the City of Newburgh has done, under Todd Venning, is make sure all these detailed audits are done in good speed. He reminded

everyone that the council meetings are held the 2nd and 4th Mondays of each month, except during summer. The work sessions are held the Thursdays before Monday night meetings. This is where many of these details are explained. While public comment is not allowed, everyone is welcome to listen, in person, tune in on the live stream, or go back to the video recordings.

Councilmember Shakur commented. He was glad he had a conversation about it because he missed the last two work sessions. He said he did his homework and talked to them beforehand, so he understood what this one was about.

Councilmember Zorrilla commented. He said the recommendation didn't just come from the New York State Office of the State Comptroller to rotate auditors every five and seven years. This is for auditor independence, objectivity and to ensure that taxpayers are getting the best market rate. Our procurement policy doesn't require a competitive bid for professional services; but it's just best practice to rotate the auditors.

Councilmember Shakur and Councilmember Martinez seconded the resolution.
Ayes- Martinez, Monteverde, Shakur, Stewart, Zorrilla, Harvey-6
Adopted

13. Resolution No. 54 - 2026 - 2026 Personnel Book Amendment — Police Department

Resolution amending the 2026 Personnel Analysis Book to add one Public Safety Attendant position in the Police Department

Resolución que enmienda el Libro de Análisis de Personal 2026 para añadir un puesto de Auxiliar de Seguridad Pública en el Departamento de Policía

Councilmember Shakur moved and Councilmember Zorrilla seconded the motion.
Ayes- Martinez, Monteverde, Shakur, Stewart, Zorrilla, Harvey-6
Adopted

14. Resolution No. 55 - 2026 - 75 Wisner Avenue - Extension of Time to Close and Amending the Terms and Conditions of Sale

Resolution authorizing the extension of time to close title and amending the Terms and Conditions of Sale for property located at 75 Wisner Avenue (Section 25, Block 4, Lot 25)

Resolución que autoriza la prórroga del plazo para el cierre de título y modifica los Términos y Condiciones de Venta de la propiedad ubicada

en 75 Wisner Avenue (Sección 25, Bloque 4, Lote 25)

Councilmember Monteverde moved and Councilmember Shakur seconded the motion.

Ayes- Martinez, Monteverde, Shakur, Stewart, Zorrilla, Harvey-6

Adopted

The Deputy City Manager closed his report.

Old Business: / Asuntos Pendientes

Councilmember Monteverde stated this is probably the fifth time that she asked where we are with the bid for Business Initiative District. We've been working on it since May 2025, but it feels like she is getting the run around. It would be great to get an update on it. This is what she means when she says she can't get the information.

Mike Neppl said he emailed a member of the public who requested an update, and included the council in the email. He stated he would refresh that email.

Mayor Harvey stated that the council was given letters that went out to the Warden Heights residents. He was informed that many of the homeowners have done the repairs already. There are some that haven't started the work. He would like to figure out how the council would assist residents with the process.

Neppl stated he emailed the council a complete update on March 18, 2026. He said he would refresh the email.

Councilmember Stewart clarified that only three residents have done the process. She went over there and noticed it looked terrible. The mandate will change the charm of the neighborhood when going from a 3-ft to 4-ft dimension. This is not about the violations themselves, it's more about how it was done. It appeared to be handpicked and concentrated in Warden Heights, and she wanted to know why. She said she still hadn't received the initial complaint that sparked the frenzy. She believed it all started when a resident grieved his taxes and took the city to court over the tax assessment. Within one week, that homeowner was the first to receive a violation. Then it started to trickle down; so it looked bad.

Neppl said he understood how people see correlations sometimes; but he was firm in his belief that it wasn't done in retaliation for tax grievance matters. The codes department wouldn't have access to that information. A member of that neighborhood called the city because there were parking issues due to construction in the area. The PD set up 'no parking' notices at the residents' request. City codes staff was present in Warden Heights due to the enhanced

level of service we were providing residents. As a result, the codes department witnessed the violations and wrote the violations. We could have a reasonable conversation about whether this was the right approach to take. There is no question that there were violations, and so the violations were written. There are process improvements that can be looked at when it comes to neighborhood-wide enforcement. The same thing occurred on Prospect Street, when residents had their driveways done by the same contractor, who did the work improperly. This was the reality on Prospect Street, and this is the reality in Warden Heights. The violations were written citing a 2020 State building code, which he believed was too vague. Letters were sent out in mid-November, with a comply-by date set for sometime in July. City staff will continue working with the city council to discuss process improvements that need to be made across all departments.

Stewart commented that they were told that it stemmed from a particular complaint about sidewalks, and not parking. Only the residents walk through there, so who would call and complain? We are putting a heavy burden, and for no real structural reason, on taxpayers that are footing the bill for a large part of the city. To fix something that was not impeding anyone's ability to walk in the area seemed very heavy-handed. It also seemed like we didn't take into consideration that these are our homeowners footing the bill for our city, and it was done arbitrarily. Tonight is the first time she is hearing this side of it. Homeowners have been asking for these kinds of responses, but no one has responded to them.

Mayor Harvey pointed out that he has been in conversation with our elected officials at the State and Federal levels to try to find grant funding to possibly subsidize, or cover the costs, to address these code violations. Some of the state and federal partners have encouraged us to look into CDBG money to assist. It's a tough discussion that makes us feel uncomfortable, but we have to figure it out.

Councilmember Martinez commented that she would like to see the violations in Warden Heights eliminated, because homeowners shouldn't receive them in the first place.

Neppl encouraged homeowners to continue working with the codes department to address the violations to see what their options are.

Harvey requested an update on the Kenneys redevelopment and the contract.

Councilmember Shakur requested discussion about the street naming for Mr. Moody, as well as recommendation of accommodation for Harold Shirley. He said the biographies were sent to everybody.

Monteverde requested an update on the city bulk pickup.

Martinez requested a review of the paving plan for 2026. There are a few roads

that deserve special attention, especially after the tough winter we had.

Harvey pointed out they pushed, as a council, to make adjustments to the paving plan to get Warden Heights paved previously. He looked forward to reviewing the plan to see where they could make adjustments.

Shakur stated that Chambers Street and Lander Street hadn't been paved in thirty years.

Harvey remarked that those streets are in the East Historic End, which come with additional costs, because they are located in this historic district. They deserve paving too, so they need to look at the paving plan so they can make adjustments.

Stewart requested a discussion about the retreat. She said she needed to get a better understanding of what the strategic plan or vision is for the city, in terms of development, economic development, PILOT programs, and how the council would partner with non-profits. It seemed like everything was up in the air. They pull it down every time something comes up, but there is no strategic plan to follow. Part of the retreat should be public, so residents can hear what their elected officials they've voted for are thinking about long-term for the city. We also have several non-profits that are asking for partnership. Let's think about how we engage with them, and expand the conversation about youth services.

Harvey said he would send her the vision plan he created at the end of 2025. The council could tweak it and adjust it. He said he would coordinate with Stewart and Monteverde on a retreat location, date, time, and then they would affirm, put it out for bid, and hire a consulting firm.

Neppl pointed out that the last time the city undertook a visioning plan was the Fall of 2018. It's a ten-cycle year, so we're approaching that time that we need to think about it. The council could pull from the BOA nomination study to do the planning.

Stewart said the conversation surrounding economic development has to happen. The hillside study is on the website, but she had it printed so she could highlight and take notes. If this is something that we're going to use to build up the hillside, then we need to have a serious conversation about economic development. We also have a lot of non-profits that come before us asking for the council's support. We need to think about how we engage with them. Let's figure out what it takes to partner with these organizations, so we can expand the conversation of youth services. We don't have to reinvent the wheel. We have non-profits that are already doing the work.

Councilmember Zorrilla pointed out that the application period ended for the IDA. He is concerned that there is no quorum, so he would like to see the applications

so the council could appoint people as soon as possible.

There was no other old business to discuss.

New Business: / Nuevos Negocios

Resolution #56-2026 came up for vote.

Councilmember Shakur requested a discussion about the FLOCK license plate readers. He'd like to sit down with Chief Rola and discuss it further.

Councilmember Monteverde requested an update about the tablets that have been budgeted for the planning and zoning boards. Also, she wanted to know what the council needed to do to get new microphones for use at city board meetings.

Councilmember Stewart requested that discussion about the *Green Light Process*, to fast track issues residents bring up to the council.

There was no other new business to come before the council.

15. Resolution to Appoint an Interim City Manager

Resolución para nombrar a un Gerente de la Ciudad interino

Councilmember Monteverde moved and Councilmember Zorrilla seconded the motion.

Ayes- Martinez, Monteverde, Stewart, Zorrilla, Harvey-5

No- Shakur-1

Adopted

Final Comments from the City Council / Comentarios Finales del Ayuntamiento

Councilmember Martinez commented. There are a lot of issues the city is working on to fix. There's also a lot of bureaucracy in government, in general, that doesn't allow them to get to things in a fast way. She looked forward to seeing a framework to tackle these low-hanging fruits. For her, the way they are handling current issues, leads to a lot of burnout, so she'd like to have something more streamlined. She thanked everyone for coming out tonight.

Councilmember Monteverde said it's been a long night. She thanked everyone for staying to the bitter end. On Saturday, there will be a big '*No Kings*' march nationwide. She encouraged everyone to come out. Also, April is coming, and the

community cleanup will be on Saturday, April 25th, in connection with Earth Day.

Councilmember Shakur thanked everyone for coming out, and wished everyone a good night.

Councilmember Stewart commented. She thanked everyone for staying until the end. It's important to stay connected, to make sure they are doing their due diligence. The second round of her *Take Back Your Power* series will occur in April, and she encouraged residents to register for the session. She thanked Robin Holland for showing up and doing important work with our young people. Stewart said she was informed by the deputy city manager that the council, as a city, was unable to provide a gift basket to Firefighter Mullins. They could do it individually though. She pointed out there is a *Go Fund Me* available. Mullins is one of our own, and we want to be able to recognize him collectively. He had a tragic accident that will lead to a long road to recovery. The *Go Fund Me* is on Instagram.

Mayor Harvey said for Stewart to count him in on it too.

Councilmember Zorrilla commented. He thanked everyone for coming out and making our city better. Sometimes, only a few people benefit from the Status Quo, and change is never easy. He thanked everyone for adapting and participating in change. He encouraged people to continue to show up and invite their neighbors so they can demand accountability.

Mayor Harvey commented. He shouted out Mr. Doddo, the principal of NFA North Campus, for organizing a wonderful Black History Month program today. Due to all the snow we had in February, it was done today, and Harvey was honored to be the MC for the program. He also recognized the African American women who are leading the charge in our school district, including Superintendent Dr. Manning-Campbell, Deputy Superintendent Onxy Peterson, Assistant Superintendent Dr. Freeman-Mack, as well as Dr. Soto, who is Latina. Since this is Women's History Month, he wanted to acknowledge them as being in the top ranks in our school district. When people are in roles of leadership, they have to make difficult decisions, and it's important that we give people their flowers. Harvey thanked all the women in the City of Newburgh for the work they do in our community. We stand on the shoulders of many that have come before us, and it's important that we honor the past while celebrating the future, because the children are the future.

This section of the meeting was closed.

Adjournment / Aplazamiento:

There being no further business to come before the council, the meeting was adjourned at 9:56 PM.

**Submitted,
KATRINA COTTEN
CITY CLERK**



City Manager's Update

Newburgh City Council Meeting

Monday, March 23, 2026

COMMUNITY UPDATE

Erin Maehr Appointed as City Arborist



CITY OF NEWBURGH

**ANNOUNCES APPOINTMENT
OF CITY ARBORIST**

Request for Proposal

Operation of Food Concession Aquatic Concessions



For more information:

- Visit Bidnetdirect.com
- Search "City of Newburgh" to locate this bid

Submission deadline is **Tuesday, March 31, 2026, at 11:00 a.m.**

CIVIL SERVICE EXAMS ANNOUNCED

Police Officer and Police Officer (Spanish speaking)

LAST FILING DATE

April 13, 2026



DATE OF EXAM

May 9, 2026

MINIMUM QUALIFICATIONS/REQUIREMENTS TO APPLY TO TAKE EXAM:

* **RESIDENCY:** Candidates must be a legal resident of Orange, Ulster, Dutchess, Sullivan, Putnam, Rockland or Westchester County at time of application. It is the responsibility of each candidate to notify the civil service office, in writing, of any change in physical, mailing or email address throughout the existence of the resulting eligible list.

* **FILING FEE:** There is a \$50.00 application filing fee for each separately numbered exam. The fee is non-refundable therefore each candidate should be sure they meet the minimum qualifications and complete the application in full. **THE FEE MUST ACCOMPANY THE APPLICATION AND MUST BE SUBMITTED ONLINE ON OR BEFORE APRIL 13, 2026. APPLICATIONS RECEIVED BY MAIL WILL NOT BE ACCEPTED AFTER POSTMARK DATE OF APRIL 13, 2026.**

* **AGE:** Candidates must be at least 19 years old at the time of the written examination and must be 20 years old to be appointed as a police officer. Candidates who have passed their 43rd birthday prior to the date of the written exam are not eligible to take the test except as follows: Candidates who are veterans may have a period of military duty or terminal leave, up to a maximum of 7 years as defined in Section 243(10-a) of the Military Law, deducted from their age for purposes of determining whether they meet the age requirement.

Anticipated Eligibility – Age and Educational Requirements:

According to Civil Service Law, Section 54 which became effective September 4, 2024, applicants who are within 12 months of meeting the minimum age or attaining the minimum educational requirements following the date of examination, may take the civil service exam, but will be restricted from certification until such a time that the minimum age or educational requirements are met.



THE CITY OF NEWBURGH IS AN EQUAL OPPORTUNITY EMPLOYER

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 from 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.

City of Newburgh Police Department

Police Monthly Operations Report



Table 2. **Part One Crime**

	Jan 1 - Feb 28	2025	2026	Raw Change	% Change
Violent Crimes	Murder	0	0	0	UNC
	Rape	2	4	2	100%
	Robbery	9	6	-3	-33%
	Agg. Assault	18	13	-5	-28%
Property Crimes	Res. Burglary	16	7	-9	-56%
	Comm. Burglary	7	0	-7	-100%
	Larceny - Theft	49	47	-2	-4%
	Auto Theft	5	5	0	0%
	Total	106	82	-24	-23%
	<i>Violent Crime</i>	<i>29</i>	<i>23</i>	<i>-6</i>	<i>-21%</i>
<i>Property Crime</i>	<i>77</i>	<i>59</i>	<i>-18</i>	<i>-23%</i>	



Table 3. **Arrests**

Number of Arrests	117
Gender	
Female	30
Male	87
Cause of Arrest	
Arrest Warrant	21
Bench Warrant	17
Complaint	8
Court Summons	6
Crime in Progress	65



PLANNING AND DEVELOPMENT UPDATE

Land Use Board Approvals

Planning Board

1 approval
No new applications (one old business item)

Zoning Board of Appeals

No approvals
2 new applications

Architectural Review Commission

12 approvals
7 new applications

3 Informational Requests Received



FORM: LDA01
Land Development Application
City of Newburgh, New York, Planning Board
83 Broadway, Newburgh, New York 12550
Phone: (845) 569-7336
www.cityofnewburgh-ny.gov

GENERAL INFORMATION:

Project Name/ Address: _____

Project Descriptions
(Brief): _____

Application for:

Check all that apply

- Site Plan: Answer all parts of Form PB01
- Subdivision: Answer all parts of Form PB02
- Special Use Permit: Answer all parts of Form PB01 and PB03
- Special Parking Permit: Answer all parts of Form PB04
- Area Variance: Answer all parts of Form ZBA01
- Use Variance: Answer all parts of Form ZBA02

Applicant:

Name:			
Address:			
City:	State:	Zip:	
Phone:			
Fax:			
Email:			

Property Information:

Street Address:	Newburgh	State: NY	Zip: 12550
Tax Map Designation:	Section:	Block:	Lot(s):
	Section:	Block:	Lot(s):
Zoning District:	Section:	Block:	Lot(s):

FOR INTERNAL USE ONLY

Application Receipt Date:	Index/Appell Number:
	Meeting Date:
	Public Hearing:
	Fee Paid:
	Completed LDA:
	Informational:
	Part I EAF from mapper:

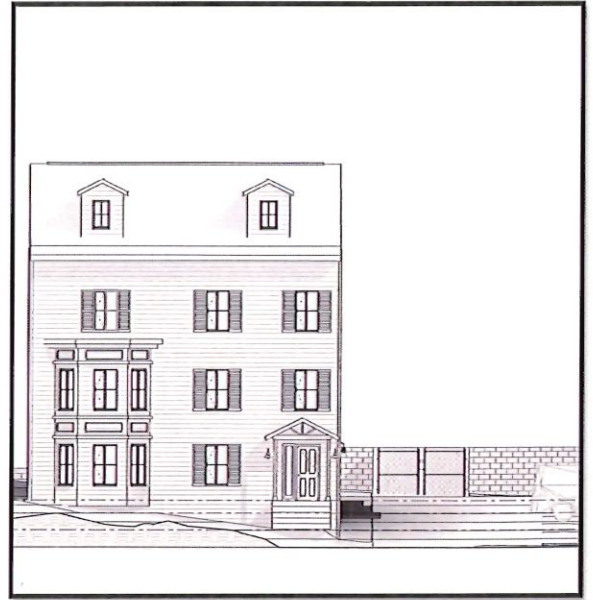
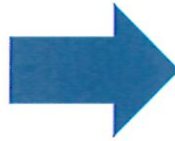


PLANNING AND DEVELOPMENT UPDATE

Department Highlight: 133 North Miller Street



Existing



Proposed



DEPARTMENT OF PUBLIC WORKS UPDATE

Sanitation and Enforcement Totals

SANITATION TOTALS FOR THE MONTH OF FEBRUARY

- 723.54 tons of solid waste
- 62.56 tons of recyclable material

SANITATION ENFORCEMENT TOTALS FOR MONTH OF FEBRUARY

- 50 Warning letters issued





DEPARTMENT OF PUBLIC WORKS UPDATE

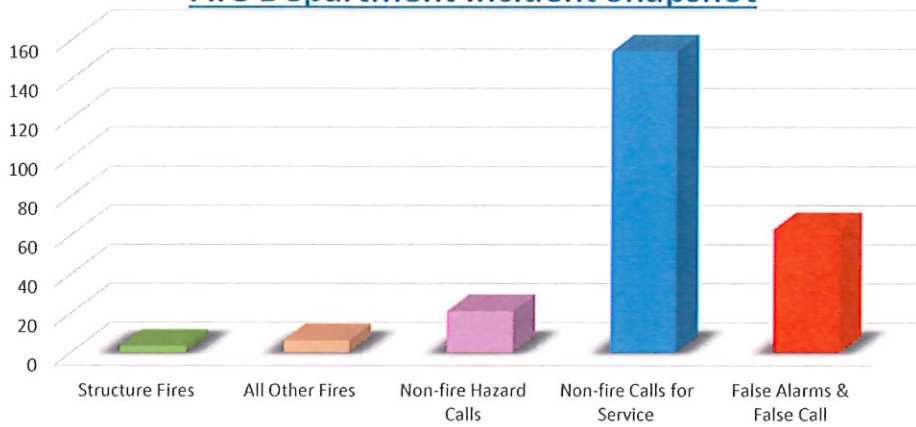
Pothole Repairs



DPW Staff repairing potholes throughout the city

CITY OF NEWBURGH FIRE DEPARTMENT UPDATES

February 2026 Fire Department Incident Snapshot

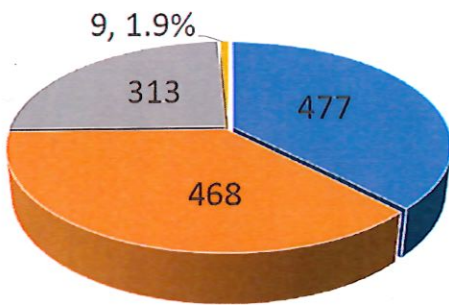


MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Structure Fires	3	1.21%
All Other Fires	6	2.43%
Non-fire Hazard Calls	21	8.50%
Non-fire Calls for Service	154	62.35%
False Alarm & False Call	63	25.51%
Special Incident Type	0	0.00%
TOTAL INCIDENTS:	247	100%

EMERGENCY MEDICAL SERVICES UPDATE

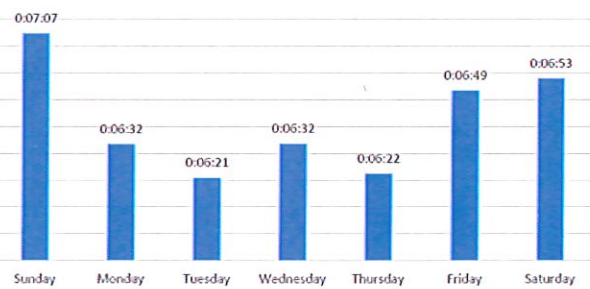
Response Time & Call Data for February 2026

City of Newburgh Call Volume
February 2026

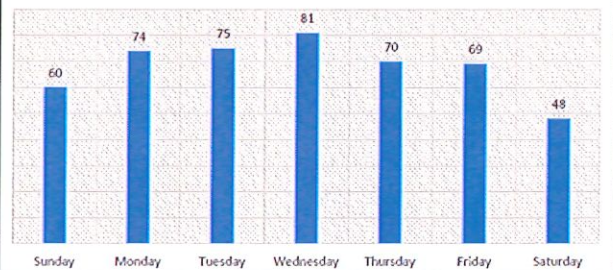


- Total Dispatches
- Total Responses
- Transports
- No Unit Available

AVG Response Time by Day of Week



Calls by Day of Week





CONTACT US

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

press@cityofnewburgh-ny.gov



SCAN ME

2025 Annual Report

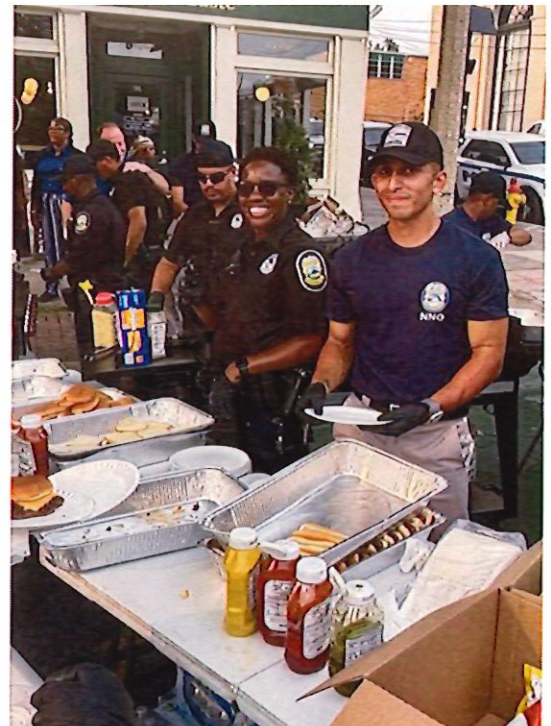


CITY OF NEWBURGH POLICE DEPARTMENT

55 BROADWAY
NEWBURGH, NY 12550

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DEPARTMENT HISTORY

By 1865, nearly 14,000 persons lived in Newburgh. The Civil War ended and Newburgh then incorporated into a city. George Clark was elected the first Mayor and on March 11, 1866, the Common Council held its first meeting. Alexander Morgan was chosen to organize and manage a full-time, uniformed police department in the new City of Newburgh. Only 20 years earlier, in 1845, New York City had formed the very first uniformed city police department in the United States. All of the City of Newburgh officers kept their jobs at the pleasure of the Mayor and Common Council.

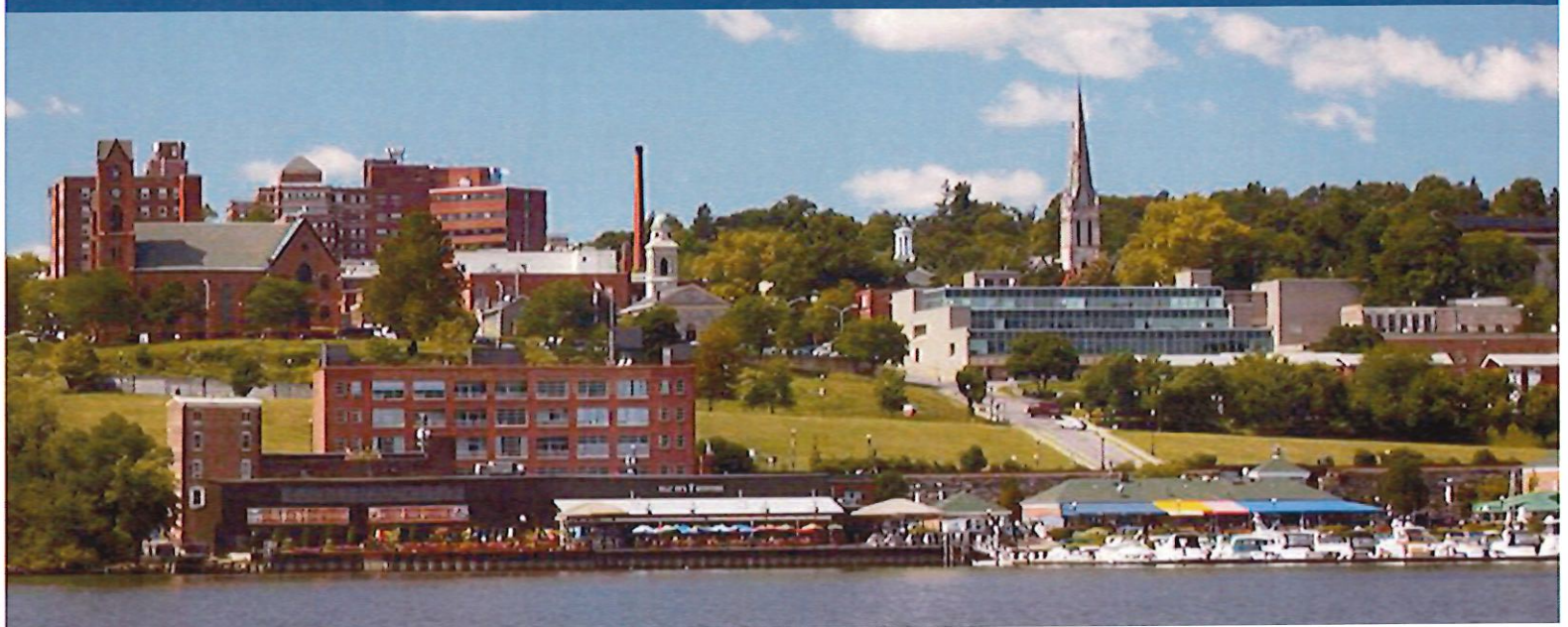
Newburgh's early police department consisted of twenty-two officers including the chief, two sergeants, two roundsmen, sixteen patrolmen, and one janitor. On April 6, 1869, the Newburgh Police Department was finally authorized with regulations, by Common Council Ordinance.

Police Headquarters at the turn of the century was located on First Street, between Montgomery and Smith Street in a three-story building apportioned into a courtroom, a sitting room, an office, sleeping rooms, and jail cells. The police patrol was divided into two shifts, which alternated from six hours on duty to six hours off duty during a 24-hour period. When an officer was not patrolling his assigned beat, he stayed at police headquarters ready to respond to any calls for help. Police Headquarters moved to Grand Street, in the rear, the first floor of what is now the City Hall building in 1896. Starting



City of Newburgh Police Department

VISION AND MISSION STATEMENTS



VISION STATEMENT

We strive to be a model law enforcement agency that is a learning organization committed to excellence, leadership, and achieving the community's trust.

MISSION STATEMENT

Safeguard our community through respecting and protecting all person's rights as we address fear, crime, traffic safety, and social disorder. Our mandate is to accomplish this by engaging in principled and evidence-based policing.

COMMON PURPOSE STATEMENT

Build partnerships as one community, with a shared commitment to coproducing public safety. Ensuring each encounter, internally and externally, demonstrates procedurally just practices through opportunity for voice; fair and impartial processes; respectful treatment; and trustworthy action.

CORE VALUES



COURAGE

We will maintain a commitment to physical, mental, and moral courage as we perform in times of adversity. We will acknowledge danger to oneself and to others but persist in our duty regardless.

FAMILY

We will recognize the unconditional mental, emotional, and physical sacrifices made while serving our community and the impact these sacrifices have on our family. Family represents the foundation of self, support, and love that is built on a continuum of resilience.

HONESTY & INTEGRITY

We will maintain firm adherence to moral and ethical principles, and doing the right thing regardless of the circumstances, placing objectivity over allegiance. We strive to earn the trust and respect of those whom we work with and serve, as we engage in value-based actions.

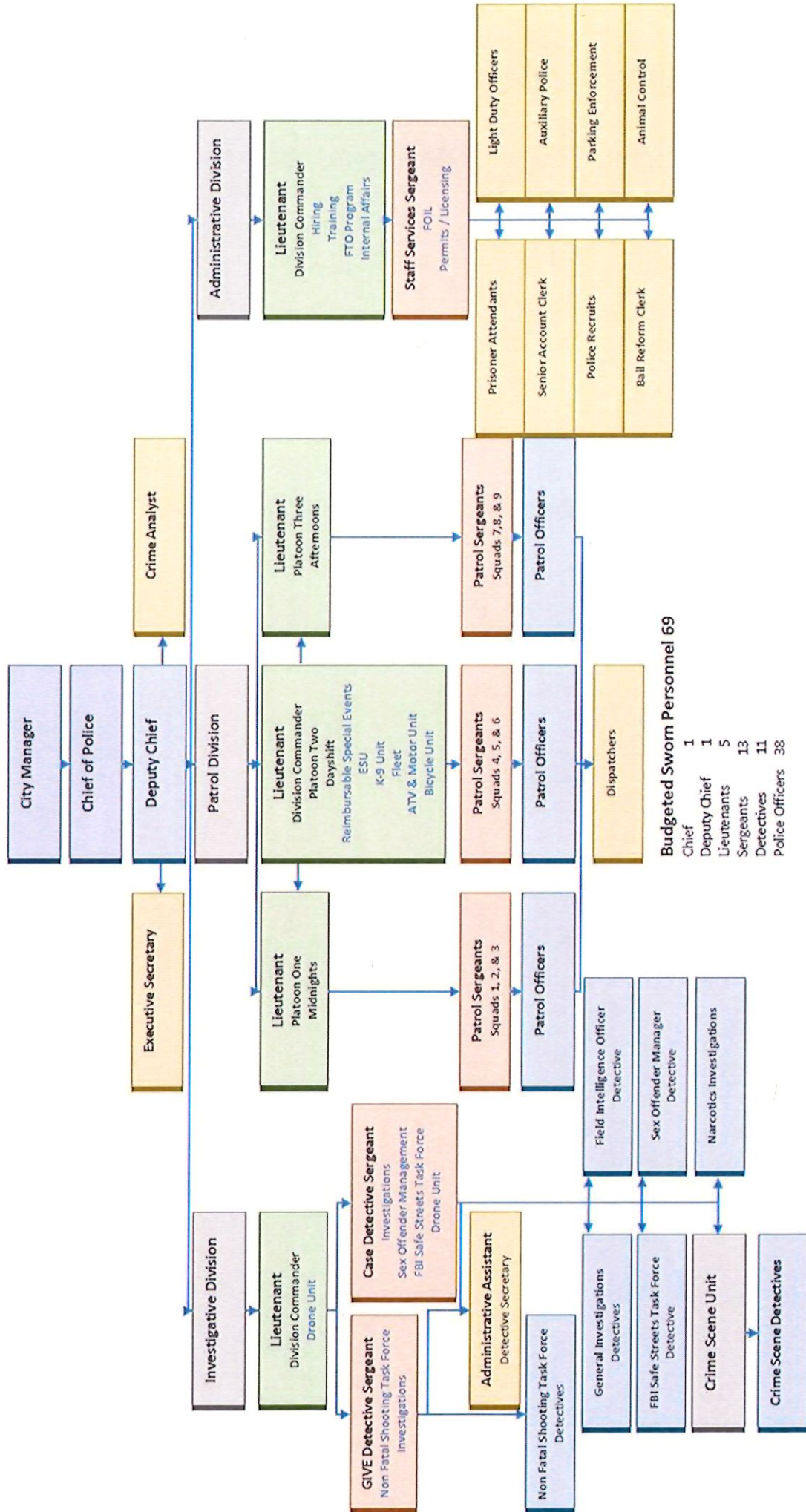
TRUST

We will commit ourselves to elevated standards of transparency, responsibility and discipline while promoting justice in a fair and impartial manner.

RESPECT

We will perform our duties as we would like to be treated: with compassion, empathy, mutual understanding, dignity, and perspective.

ORGANIZATIONAL CHART



Budgeted Sworn Personnel 69

- Chief 1
- Deputy Chief 1
- Lieutenants 5
- Sergeants 13
- Detectives 11
- Police Officers 38

WHERE WE ARE

2025 Year in Review

In 2025, the City of Newburgh Police Department achieved historic reductions in Part One Crime and firearm-related incidents. These results reflect a focused, data-driven approach to public safety and a strong commitment from all members of the department.

Significant progress was made across multiple operational and organizational priorities:

- Reduced sworn vacancies to just two positions
- Created and hired a new Deputy Police Chief to strengthen executive leadership
- Increased roadway safety efforts, resulting in a 25% increase in Uniform Traffic Citations and a 32% increase in Parking Tickets issued creating a 9% reduction in total motor vehicle accidents compared to 2024
- Established the Anti-Crime Unit to target quality-of-life offenses
- Addressed quality-of-life concerns citywide, including directed outreach and assistance efforts for the homeless population
- Improved patrol staffing levels through strategic hiring and tour adjustments
- Upgraded the Police Department community room and main entryway
- Purchased commercial vehicle enforcement scales to enhance roadway compliance efforts
- Completed a full remodel of the Communications Center
- Expanded training initiatives to further develop a young and growing department
- Made substantial progress toward implementation of a citywide comprehensive camera system
- Completed multiple building, infrastructure, and equipment upgrades

These accomplishments represent measurable progress toward the department's 2025 strategic objectives.

WHERE WE ARE GOING

2026 Strategic Focus

In 2026, the City of Newburgh Police Department will build upon these gains and continue advancing key initiatives designed to enhance public safety, operational efficiency, and community trust.

Primary objectives for 2026 include:

- Completion of the Flock LPR project
- Finalization and implementation of the Axon Records Management System
- Upgrade of Computer-Aided Dispatch (CAD) software
- Renovation and modernization of the Police Department main lobby
- Construction within the police department of a certified juvenile room and interview room by the Office of the Deputy Chief Administrative Judge
- Continued expansion of department-wide training initiatives
- Ongoing efforts to increase staffing levels, including an Open House recruitment effort and Police Officer Civil Service Exam
- Sustained traffic safety enforcement and thoroughfare safety initiatives
- Continued focus on addressing quality-of-life concerns
- Continued building, infrastructure, and equipment improvements
- Review and update of Department General Orders
- Create a Fair and Welcoming City General Order in compliance with Resolution 46-2026 and train all staff in the new General Order, relevant constitutional principles, and the rights of immigrants
- Advancement of the City of Newburgh Animal Shelter Project
- Increase City Code Commercial Vehicle Enforcement
- Fill three (3) sergeant vacancies and train the newly promoted sergeants
- Fill one (1) detective vacancy and train the newly promoted detective

2025 ACTIVE SWORN PERSONNEL

Title	Total
Police Chief	1
Deputy Chief	1
Lieutenant	5
Sergeant	10
Detective	11
Officer	38



White	Black	Hispanic / Latino	Native American
31	11	23	1

	National Average	City of Newburgh PD
Percent Minority Officers	30%	62%
Percent Female Officers	14%	20%

Male	Female
55	11

Spanish Speaking	Veteran
18	8



CIVILIAN PERSONNEL

Title	Total
Dispatcher	9
Detention Officer	20
Clerk & Support Staff	9
Animal Control	1
Parking Enforcement	3
Auxiliary	15



Male	Female
28	29

White	Black	Hispanic / Latino	Asian	Other
12	31	12	1	1

HIRING

New Hires	Total
Police Officer	6
Dispatcher Full Time	2
Parking Enforcement	2
Detention Officer	6
Auxiliary	6



INVESTIGATIVE DIVISION



Scene Dynamics Unit

The newly created Scene Dynamics Unit will handle accident reconstruction with the use of the state of the art FARO 3D Scanner.

The FARO 3D Scanner will also be used to process crime scenes.

In 2025, the FARO 3D scanner was used on several major incidents.

Digital Media Analysis Unit

The City of Newburgh Police Department used grant funding to secure two systems which will allow for the extraction and analysis of digital media. The City of Newburgh is one of the only local municipalities with this technology.

Throughout the year, the DMAU collected 73 digital media devices and provided analysis on 50 of those devices.

Detective Bureau

The Detective Bureau is comprised of 6 Case Detectives, a Homicide Detective, and a Crime Analyst, overseen by the Detective Lieutenant.

The Detective Bureau conducted the following:

- 3,563 cases generated
- 347 cases assigned and investigated by a CNPD detective

Crime Scene Unit

The Crime Scene Unit is comprised of 2 dedicated Crime Scene Detectives who are trained and specialize in the handling of evidence and crime scene processing.

The Crime Scene Unit:

- Processed 1260 pieces of evidence, collected from over 900 processed scenes
- Processed 53 firearms
- Submitted 232 shell casings into NIBIN

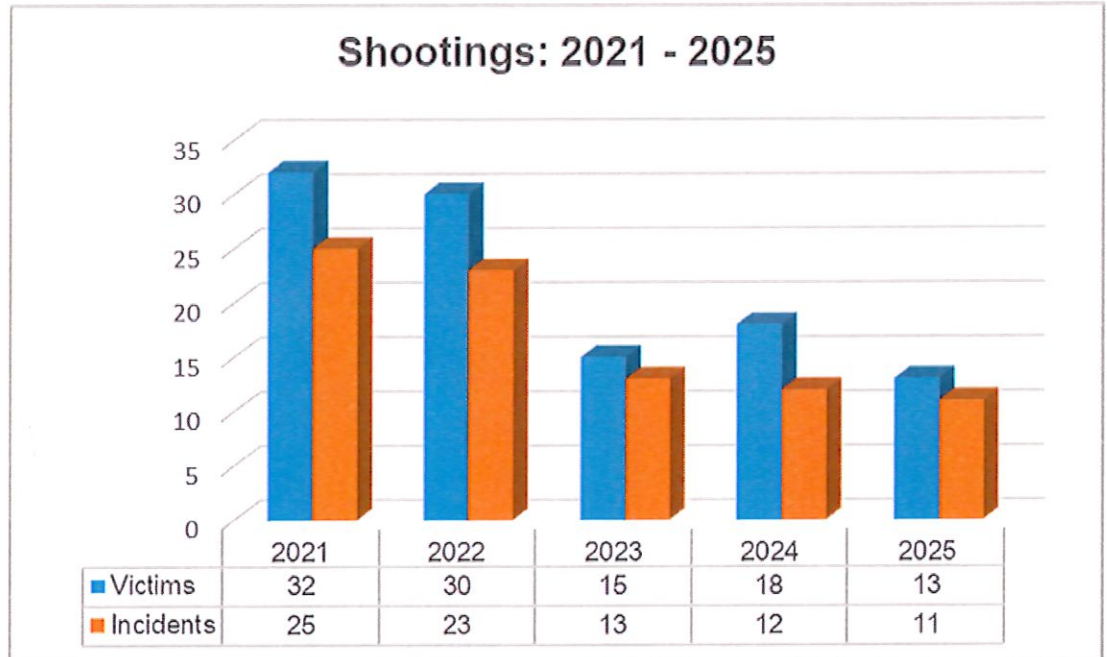
GIVE: NON-FATAL SHOOTING TASK FORCE



The Non-Fatal Shooting Task Force (NFSTF) is a significant component of our GIVE strategy. The NFSTF is comprised of a Detective Sergeant and 2 City of Newburgh Detectives. They work alongside 2 District Attorney Investigators, a District Attorney Senior Investigator, a District Attorney ADA, an Orange County Sheriff's Office Investigator, and a City of Newburgh Crime Analyst. The NFSTF investigates any incident in which a firearm is discharged within the City of Newburgh and assists with various crimes involving the use of a firearm.

In 2025, the NFSTF investigated 77 firearm related incidents, including 11 incidents where a person was struck by a bullet. The efforts of the NFSTF have led to a double-digit reduction of shooting victims in comparison to the five and ten-year averages.

- 45% of all firearm related incidents in 2025 were closed with arrest
- 43% reduction in shooting victims in 2025 compared to the five-year average
- 40% reduction in shooting incidents in 2025 compared to the five-year average

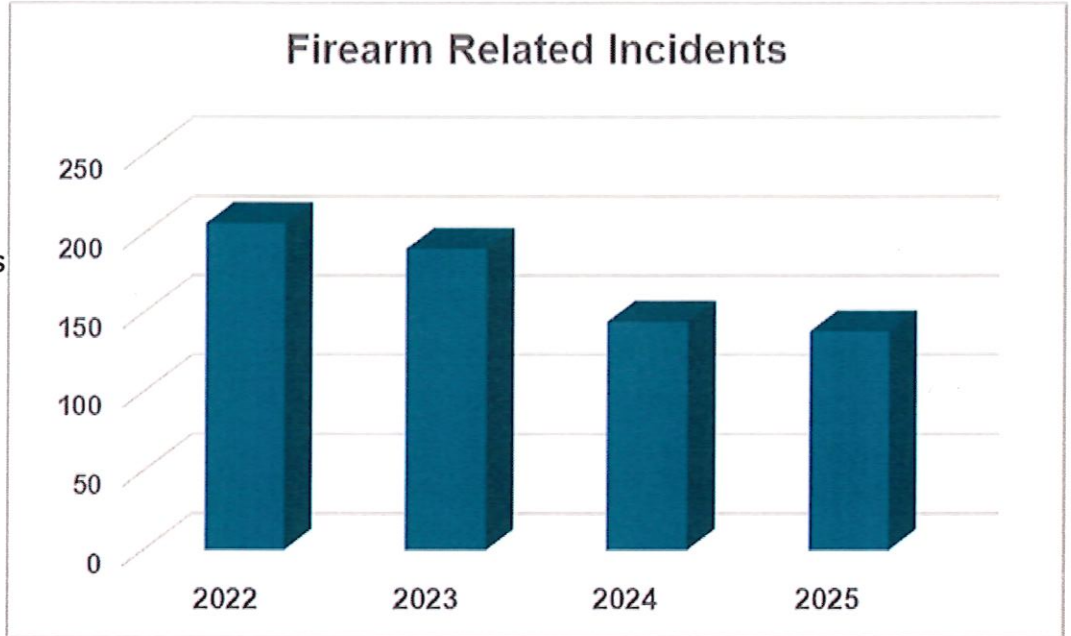


- 51% reduction in shooting victims compared to the 10 year average
- 48% reduction in shooting incidents compared to the 10 year average

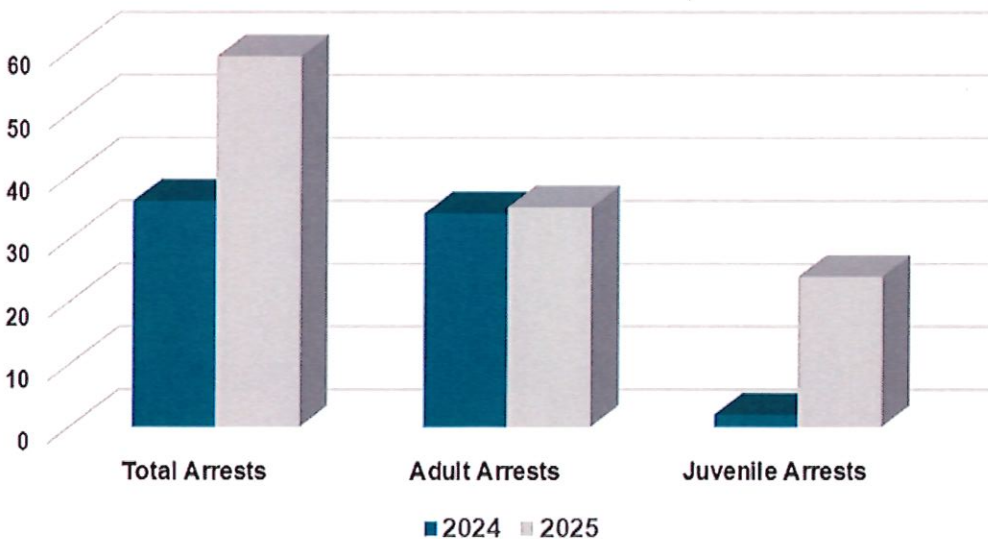
GIVE: NON-FATAL SHOOTING TASK FORCE

Total firearm related incidents continue to show a downward trend due to targeted and focused policing tactics.

In 2024, the department accomplished historic lows in firearm incidents. In 2025, the department was able to build off those efforts with a 4% reduction in total firearm related incidents compared to 2024 and a 23% decrease compared to the three year average.



Arrests: Felony Criminal Possession of a Weapon - Firearm



In 2025 the department accomplished a 64% increase in felony firearm possession arrests compared to 2024. This increase was driven by the Non Fatal Shooting Task Force.

Additionally, the department experienced a 41% increase in juvenile felony weapons possession arrests.

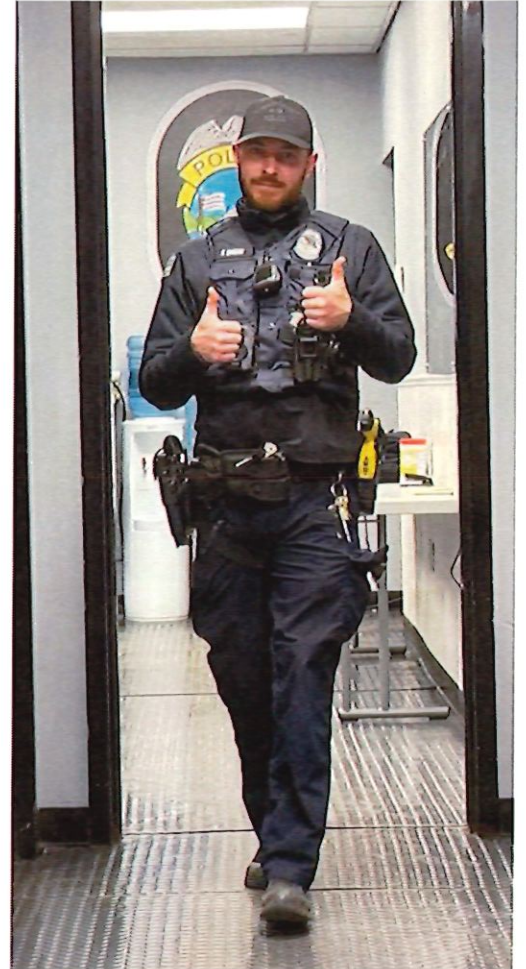
UNIFORM PATROL DIVISION

The Uniform Patrol Division is the heart of the police department. Patrol is composed of 3 platoons totaling 31 police officers, 8 sergeants, and 3 lieutenants.

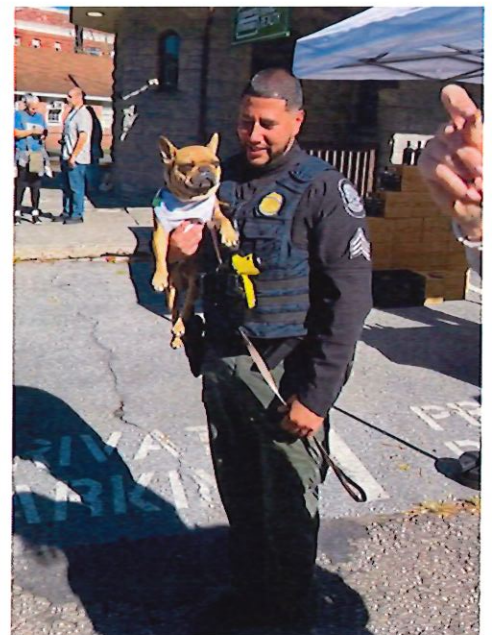
As the primary emergency response unit for the police department, the Patrol Division responds to calls for service through 911, City of Newburgh Police Dispatch Center, and police department walk in complaints. Patrol officers respond to criminal incidents, traffic accidents, alarms, and other public safety needs.

In addition to responding to calls for service, Patrol Division police officers may be tasked with:

- Investigating violation and misdemeanor offenses
- Collecting evidence
- Identifying offenders
- Effectuating arrests
- Court Testimony
- Traffic Enforcement
- Parking Enforcement
- City Code Enforcement
- Resolving public safety and quality of life incidents



Incident Reports	3,563
Parking Tickets	9,580
Uniform Traffic Tickets	3,104
Felony Arrests	233
Misdemeanor Arrests	906
Violation Arrests	457



ANTI CRIME UNIT

The Anti-Crime Unit is composed of three uniform officers who work in a specialized patrol capacity. This specialized patrol unit works alongside uniform patrol. This specialized unit assists with:

- In-progress patrol calls for service
- Quality of life enforcement
- Narcotics Enforcement
- Roadway safety
- City Code enforcement

Vehicle Stops	417
Uniform Traffic Tickets	416
Parking Tickets	546
Total Arrests	303

BROADWAY FOOT POST



Post One, the Broadway Foot Post serves as the official Community Affairs Unit of the City of Newburgh Police Department. They provide a consistent and visible link between the Police Department and the community we serve. Post 1 addresses quality-of-life concerns that affect the city's daily operations.

Over the past year, Post 1 has worked directly with more than 15 individuals to facilitate access to housing, rehabilitation, and support services for those affected by addiction and mental health conditions. These efforts reflect the unit's commitment to compassionate, solutions-oriented policing.

Broadway Footpost - Post One Totals

	Incident Reports	115
	Parking Tickets	106
	Uniform Traffic Tickets	38
Arrest Totals	Felony	7
	Misdemeanor	24
	Violation	53

EMERGENCY SERVICES UNIT



The Emergency Services Unit (ESU) is composed of 15 members of the police department of varying ranks. ESU is responsible for assisting with

- High Risk Warrant Executions
- High Risk Apprehensions
- Hostage Rescues
- Emergencies requiring specialized training

In 2025, ESU assisted with search warrants and barricaded subject apprehensions. The department focused on updating equipment and receiving NYS Division of Criminal Justice Services (DCJS) certifications. Two officers received the required SWAT Operator Course.

K-9 UNIT



The City of Newburgh K-9 Unit consists of 3 handlers and their K-9 partners. All are certified in explosive detection and patrol.

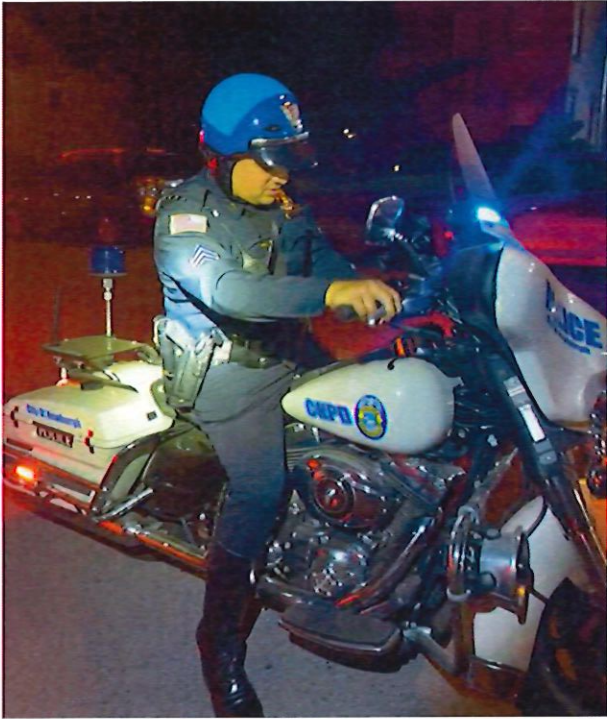
- K9 Dutch
- K9 Tate
- K9 Raz



For 2025, the K9 Division assisted with the following:

- K9s located and recovered over 50 shell casings
- K9s conducted over 20 explosive sweeps
- K9s conducted over 20 evidence searches
- K9s recovered 1 firearm used in a shooting outside a school
- K9s conducted over 15 searches for missing persons and fleeing suspects

MOTOR UNIT



The Motor Unit consists of three members of varying ranks within the police department. All three members are certified Motor Operators with the Department of Criminal Justice Services.

The Motor Unit is utilized for the following functions:

- Traffic Enforcement
- Escort Details
- Parades
- Graduations
- Community Events

In 2025, the City of Newburgh Motor Unit received a donation of a new Harley Davidson Electra Glide motorcycle.

ATV UNIT



The ATV Unit consists of two ATVs and 5 members of varying ranks.

The ATV Unit is utilized for:

- Parades
- Community Events
- Graduations
- Rodeo Events
- Woodland and Forest Operations
- Search and Rescue

In 2025, a second ATV was up-fitted with "Police Cruiser Grade" emergency lighting, air horn, and search and rescue flood lights, as well as front and rear turn signals. Both ATVs were outfitted with large trunk boxes for carrying first aid supplies and emergency equipment.

DRONE UNIT



The Drone Unit is composed of 8 members of varying ranks. Members have to obtain Federal Aviation Administration (FAA) certification.

The Drone Unit logged over 46 hours of flight time assisting in the following activities:

- Investigations
- Community Events
- Assisting other city departments
- Patrol incidents
- ESU deployments
- Special projects
- Training flights

The City of Newburgh has one of the most advanced and robust drone units in the tri-county area.

ANIMAL CONTROL



Our Animal Control Unit is composed of one full time Animal Control Officer (ACO). The ACO handles incidents involving injured animals, dog bites, unattended animals, and ensures compliance with dog licensing regulations. In 2025, the ACO handled 84 calls involving wildlife, including chickens, squirrels, fawns, turkey vultures, seagulls, pigs, skunks, and snakes.

In 2025, ACO:

- Responded to 580 animal complaints
- Impounded 78 dogs
 - 37 dogs were sent to rescues for adoption
 - 7 dogs were euthanized due to aggressive behavior, in accordance with NYS Agriculture and Markets Law

PARKING ENFORCEMENT

The Parking Enforcement Unit is composed of two full time parking enforcement officers and one part time officer. The parking enforcement officers enforce parking regulations, issue citations, and help maintain order within the City of Newburgh.



Parking enforcement & City of Newburgh police officers accomplished the following in 2025:

- 32,312 citations issued
- \$1,222,566 total citation amount
- \$839,342 amount paid

AUXILIARY OFFICERS & CHAPLAINS



The City of Newburgh Chaplaincy Unit is composed of 6 members of varying faiths and religions. The Chaplains serve the Police Department and community at community events and officer appreciation events.

The City of Newburgh Auxiliary Officers Unit is comprised of 17 volunteers who have training in civilian law enforcement practices. Auxiliary officers worked over 75 community events, including all City Council work sessions and meetings.

TRAINING

The City of Newburgh Police Department holds its staff and employees to the highest of standards. In doing such, there is a plethora of training that is given. In 2025, department members participated in the following trainings:



- Investigating intimate partner violence
- DCO/ACO Conference
- STRIVE orientation
- Building Safer and Stronger Communities
- New York State SWAT Operator Course
- DCJS Patrol Bicycle Course
- Axon Conference
- OC Instructor Course
- Human Centric Interviewing
- APCO Dispatcher Training
- Child Abuse Interviewing Skills Training
- Implementing a coordinated community response team environment
- Officer Survival Tactics
- Property and Evidence Room management
- Gang Intelligence Conference
- Internal Affairs
- Instructor Development
- Traffic Crash reconstruction
- Red Dot Instructor for Pistol Mounted Optics
- GIVE symposium
- Tactical Team Leadership Course
- Firearms Training (Annual)
- Power BI Basic for Law Enforcement Agencies
- K-9 Training
- Henry F Williams Homicide Seminar
- Emergency Services Unit training
- Intro to Sealing and Expunging Records
- ATV training
- Managing Police Records
- NYS Penal Law Article 35 Training
- Releasing and Redacting Law Enforcement Records
- FBI Crime Scene photography
- DCJS Leadership Course
- FBI Surveillance Photography
- ARIDE training
- Other Misc. training courses
- Drone Training

COMMUNITY EVENTS

The City of Newburgh Police Department participates in numerous community events throughout the year. The police department participates with the community for the Memorial Day Parade, July 4th Fireworks, National Night Out Against Crime, Summer Movie Nights, Halloween Trunk or Treat, Religious Processions, Music Festivals, Rodeo Shows, Christmas Parade, and many others.



BUILDING IMPROVEMENTS

In 2025, we continued to improve the working space for our employees throughout the department, as well as the public areas. Desks, chairs, and computers are being replaced. Office spaces are being renovated and painted. Some key improvements that were made include:

- Firearm's Unit room
- Community Room
- Communications Center
- Secure storage and fleet maintenance bay
- Installing a smart board in the training room
- Main lobby entryway
- Improved security features for the booking room and PD entrances



AWARDS CEREMONY

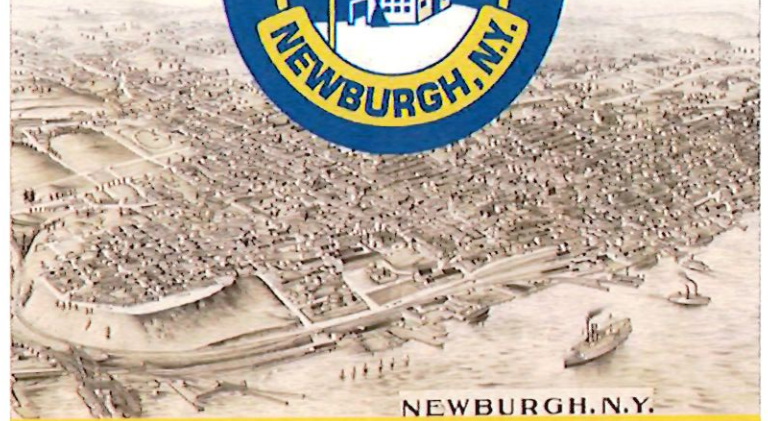


On October 17, 2025, the City of Newburgh Police Department held its annual award ceremony. The department honored the exemplary actions of its department members as well as members of other departments who have served as great assets to the department.

Civilian and sworn department members were honored with the following awards:

- 80 Unit Citations
- 61 Excellent Police Duty
- 36 Meritorious Duty

CITY OF NEWBURGH Police Department



NEWBURGH, N.Y.

• OCT 17, 2025 •
POLICE AWARDS CEREMONY



GRANTS

Grant	Amount	Description
GIVE 2024-2025 7/1/24-6/30/25	\$ 837,969.00	Provides funding for Hotspot Policing Strategies that support emerging hotspot patrols and long term hotspot foot patrols, Non Fatal Shooting Unit to investigate shootings/homicides, Community outreach initiatives through the Youth and Police Initiative, as well as fund the Crime Analyst position, a Field Intelligence Officer position, a Seargent and 2 full time Detectives.
GIVE 2025-2026 7/1/25-6/30/26	\$ 857,008.00	Provides funding for Hotspot Policing Strategies that support emerging hotspot patrols and long term hotspot foot patrols, Non Fatal Shooting Unit to investigate shootings/homicides, Community outreach initiatives through the Youth and Police Initiative, as well as fund the Crime Analyst position, a Field Intelligence Officer position, a Seargent and 2 full time Detectives.
STRIVE INITIATIVE NYS DCJS	\$ 133,684.00	Statewide Targeted Reductions in Intimate Partner Violence (STRIVE) Grant goal is to provide funding, guidance, and training to enhance the capacity to effectively respond to, mitigate, and prosecute domestic violence, specifically intimate partner violence, and to comprehensively address the needs of victims and survivors through evidence-based, survivor-centered, trauma-informed, and culturally responsive interventions
PTS Grant 10/1/25-9/30/26	\$ 28,900.00	To participate in the Statewide Police Traffic Services Program. Funds regular enforcement and seat belt mobilization enforcement. Funds for travel expenses to attend the 2026 Walk, Bike & Roll NY Symposium
STOP DWI 3/10/2025- 1/1/2026	\$ 7,788.00	Funding used for overtime to conduct Stop DWI patrols
DOJ Grant 15PBJA-24-GG-04678	\$ 23,568.00	JAG funding to purchase protective equipment to support the functioning of the Emergency Services unit.
DASNY Grant- #22631	\$ 50,000.00	Funds for video surveillance camera purchase and installation
Gun Buyback Grant 4/1-3/31/26	\$ 50,000.00	Funds to conduct a Gun Buyback Program for the City of Newburgh
2023 Bullet Proof Vest	\$ 8,500.00	The United States Department of Justice Bureau of Justice Assistance under the Bulletproof Vest Partnership Grant act of 1998 provides 50% of costs for Bulletproof Vests for Police Officers.
2024 Bullet Proof Vest	\$ 5,036.94	The United States Department of Justice Bureau of Justice Assistance under the Bulletproof Vest Partnership Grant act of 1998 provides 50% of costs for Bulletproof Vests for Police Officers.
DCJS LE Tech Grant	\$1,710,482.25	Funding for new technology and equipment. Cameras, LPR's, Drones, 3-D crime scene laser scanner, handheld scanners/readers/radios, software, BWC's, Portable scales.

GRANTS

STRIVE

In 2025, the New York State Division of Criminal Justice Services (DCJS) introduced the Statewide Targeted Reductions in Intimate Partner Violence (STRIVE) grant. This funding was awarded to local Orange County police departments, Fearless!, the District Attorney's Office, and Probation to establish a coordinated, community-based response to intimate partner violence across the county.

The City of Newburgh Police Department received approximately \$133,000 in STRIVE funding. These funds were used to enhance support for victim-survivors of intimate partner violence and to strengthen collaboration with Fearless!. As part of this initiative, the Department implemented a home-visit program, pairing officers with victim advocates to provide safety planning, education, and access to services.

Additionally, the department increased offender accountability through monthly apprehension details targeting individuals who perpetrate intimate partner violence. Funding was also dedicated to training officers in lethality risk identification and in trauma-informed policing practices, and in deploying officers on STRIVE related directed patrol operations.

Since the program's implementation in May 2025, the STRIVE initiative has resulted in the following outcomes:

- 407 home visits
- 18 intimate partner violence arrests facilitated
- All department members trained in Lethality Assessment
- Select officers trained in:
 - Trauma-Informed Interviewing
 - Technology-Facilitated Gender-Based Violence



STATISTICS

CALLS FOR SERVICE

The City of Newburgh Police Department had 36,204 calls for service in 2025. These calls for service are comprised of both proactive officer entries, like foot patrols and traffic stops, as well as public generated calls for service, like 911 and direct emergency line calls. The total calls for service was above the five year average showing an increase in officer proactivity and an increase in public trust. Public generated calls accounted for 55% of all entries in 2025.



	Officer Initiated	Public Generated	Total	Total 5 Yr Average	% Change
Jan	1,204	1,538	2,742	2,441	12%
Feb	1,178	1,371	2,549	2,393	7%
Mar	1,294	1,616	2,910	2,381	22%
Apr	1,194	1,756	2,950	2,372	24%
May	1,625	1,747	3,372	2,802	20%
Jun	1,346	1,914	3,260	2,595	26%
Jul	1,698	1,786	3,484	2,729	28%
Aug	1,648	1,840	3,488	2,695	29%
Sep	1,330	1,753	3,083	2,861	8%
Oct	1,303	1,667	2,970	2,774	7%
Nov	1,235	1,461	2,696	2,472	9%
Dec	1,316	1,384	2,700	2,558	6%
Total	16,371	19,833	36,204	31,072	17%

STATISTICS



TOP TEN PUBLIC GENERATED CALL TYPES

The top 10 calls for service generated by the public, accounted for 48% of all public generated calls for service in 2025.

The Department tracks over 150 different public generated call types.

CALL TYPE	PLATOON ONE	PLATOON TWO	PLATOON THREE	TOTAL
DISORDERLY ADULT	367	673	542	1,582
ALARM - AUDIBLE/SILENT	463	497	461	1,421
WELFARE CHECK	270	409	424	1,103
DOMESTIC DISPUTE	291	349	457	1,097
MVA - PROPERTY DAMAGE	116	461	378	955
NOISE COMPLAINT	417	75	394	886
DISTURBANCE	165	200	390	755
THEFT / LARCENY	60	327	234	621
SICK / INJURED PERSON	89	216	237	542
GENERAL INCIDENT	67	244	178	489

STATISTICS

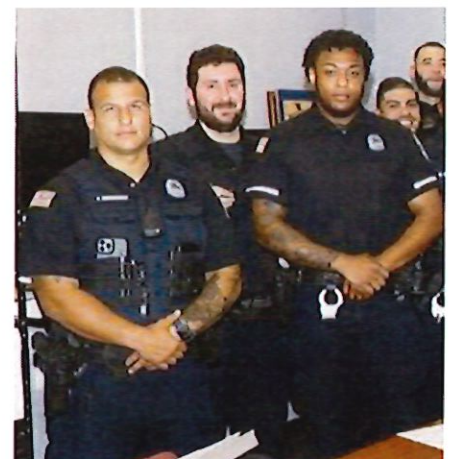
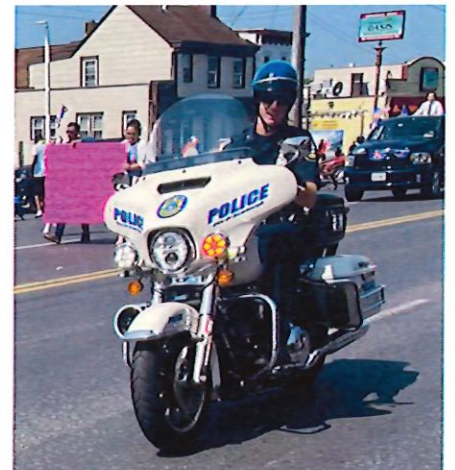
PART ONE CRIME TOTALS

The City of Newburgh Police Department submits information pertaining to the FBI Uniform Crime Report (UCR) system to the NYS Division of Criminal Justice Services. The UCR dictates reporting standards for crimes. The first part of the UCR, known as the Part One crimes, covers the major violent crimes such as murder, rape, robbery and aggravated assault, along with major property crimes of burglary, larceny and motor vehicle theft.

In 2025, the City experienced:

- 18% reduction in total Part One crime compared to 2024
- 14% reduction in Violent Crime
- 20% reduction in Property Crime
- 33% reduction in Part One crimes compared to 5 year average
- 29% reduction in violent crime compared to the 10 year average
- 40% reduction in property crime compared to the 10 year average
- Part One crime, Violent Crime, and Property Crime levels lowest in the last 5 years

		Part One Crime		% Change 2024 to 2025	% Change 5 Yr Average to 2025
		2024	2025		
Violent Crimes	Murder	3	1	-67%	-69%
	Rape	25	20	-20%	-1%
	Robbery	56	40	-29%	-40%
	Agg. Assault	192	175	-9%	-19%
	Res. Burglary	70	49	-30%	-37%
Property Crimes	Comm. Burglary	38	41	8%	1%
	Larceny - Theft	378	303	-20%	-40%
	Auto Theft	52	36	-31%	-38%
	Total	814	665	-18%	-33%
<i>Violent Crime</i>		276	236	-14%	-23%
<i>Property Crime</i>		538	429	-20%	-37%



IN MEMORIAM

IN 2025, THE CITY OF NEWBURGH POICE DEPARTMENT LAID TO REST TWO RETIRED POLICE K9S.

K9 Lee

City of Newburgh Police Department K9 Lee and his handler Sergeant Scudroni, served the City of Newburgh from 2014 to 2021. K9 Lee was New York State certified in narcotics detection and patrol. K9 Lee was nationally certified by the United States Police Canine Association (USPCA), as well as a USPCA PD1 champion and a 2 time USPCA top 3 finisher. K9 Lee was named after City of Newburgh Police Sergeant Joe Lee who passed away shortly after retiring.



K9 Bane

City of Newburgh Police Department K9 Bane and his handler Sergeant Rivera, served the City of Newburgh from 2015-2022. K9 Bane was New York State certified in narcotics detection and patrol. K9 Bane was nationally certified by the United States Police Canine Association (USPCA), as well as a 3 time USPCA Region 7 narcotics detection champion and a 3 time USPCA region 7 patrol dog top 3 finisher.

Contact Us



 **845-569-7405 Non-Emergency Line**

 **845-561-3131 Emergency Line**



Social Media



Website: <https://www.cityofnewburgh-ny.gov/197/Police>



@ City of Newburgh Police Department



@newburghcitypd





Greetings, my name is Corbin Laedlein and I am a resident of Ward 3. I first wanted to express my gratitude to the council for the recent resolution reaffirming the City of Newburgh as a fair and welcoming city and the rejection of the Clearview AI contract. I'm here tonight to speak on related issue, that of the Flock AI-powered automated license plate readers (ALPRs) that are installed along our streets. In short, I would like to know whether these Flock Cameras were installed and maintained by the Newburgh Police Department or another city agency. But I would also like to share bit as to why their presence in Newburgh concerns me.

Flock's Automated License Plate Readers scan the license plates of every car that passes by and sends that data to a national database, where Flock's AI software generates data packages detailing the movements and patterns of all Newburgh residents, regardless of whether we have been suspected of a crime. The ACLU asserts that this collection of data "without a warrant, probable cause, or even reasonable suspicion of wrongdoing"¹ is creating a "dangerous nationwide mass surveillance infrastructure."²

Although these cameras are marketed as license place readers, Flock's 2022 patent also describes using AI to classify and track individuals by their gender, race and physical appearance³, and Flock has also unveiled a service that analyzes our driving patterns and alerts police when a vehicle is "acting suspicious."⁴ As if all of this wasn't concerning enough, there have already been instances of Flock's AI algorithm resulting in misreads and traumatic interactions with police, such as in April 2024 when Brandon Upchurch of Toledo Ohio was wrongly flagged by a Flock Camera for having stolen plates. Upchurch was later admitted to the hospital for bites from the K9 that the police officers deployed on him,⁵

On top of all of that that, Flock Safety has created side doors for federal agencies, including CBP and ICE, to access this data without having to notify the local agencies,⁶ and according to researchers at the Electronic Frontier Foundation, more than 50 federal, state and local agencies ran searches through Flock's surveillance data related the No Kings and other protests.⁷

I would like to see the city of Newburgh join the growing number of local governments that have terminated their contracts with Flock, but I am here primarily to get some clarity around the existing contracts with Flock Safety. I have tried searching the city's website for information but haven't had any luck, so I am coming to you.

Does the Newburgh Police Department or any other city agency have a contract with Flock Safety?

Thank you

1 <https://data.aclum.org/2025/10/07/flock-gives-law-enforcement-all-over-the-country-access-to-your-location/>

2 <https://www.aclu.org/news/privacy-technology/flock-roundup>

3 <https://patents.google.com/patent/US11416545B1/en>

4 <https://www.aclu.org/news/national-security/surveillance-company-flock-now-using-ai-to-report-us-to-police-if-it-thinks-our-movement-patterns-are-suspicious>

5 <https://www.businessinsider.com/flock-safety-alpr-cameras-misreads-2026-3?op=1>

6 <https://www.independent.co.uk/news/world/americas/ice-ai-cameras-surveillance-flock-safety-b2903365.html>

7 <https://www.eff.org/deeplinks/2025/11/how-cops-are-using-flock-safety-alpr-network-surveil-protesters-and-activists>



Figure 1: Flock ALPR Camera on Broadway in front of Court House

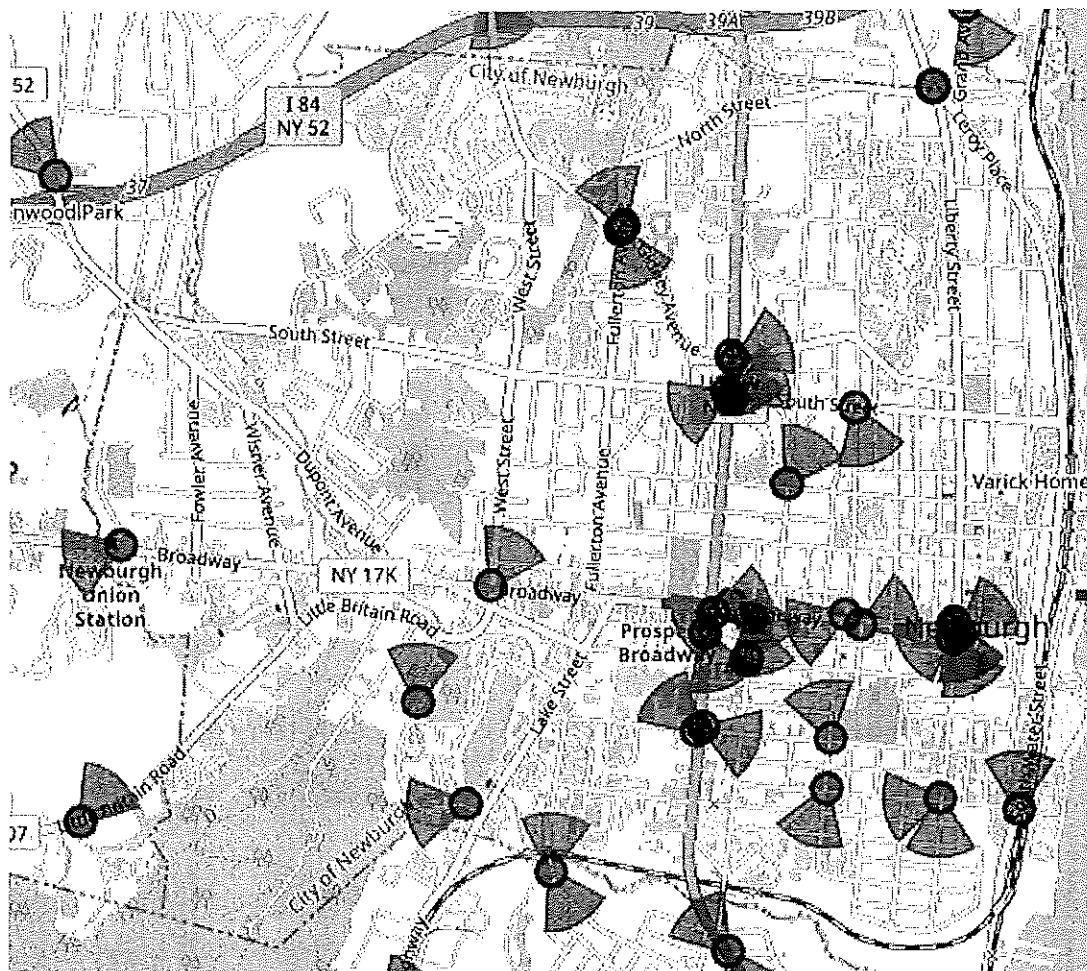


Figure 2: Map of Flock Cameras in Newburgh (Source: <https://deflock.org/>)

R.E.A.C.T. Inc. “Next Level Thinking Youth Center”

Organization Overview

Organization:

R.E.A.C.T. Inc.

(Rising Everyday Above Circumstances Together)

Founder & Executive Director:

Robin Holland

Established: 2015



Mission

Our mission is to encourage, educate, and guide youth toward “Next Level Thinking” for academic and personal achievement. We are committed to equipping youth with life-changing skills that support their social, emotional, mental, and physical development, while providing a safe and nurturing environment where they can strengthen literacy, express themselves creatively, respectfully, and build confidence. Through programs that integrate the arts, education, wellness, and financial literacy, R.E.A.C.T. empowers youth to make positive decisions, discover their purpose, and become confident leaders in their communities.

Current Programming

R.E.A.C.T. currently serves youth through programs such as:

- Dance and movement programs
- Poetry in Motion creative writing sessions
- Canvas painting and creative wellness workshops
- Financial literacy education (“Money Matters”)
- Academic support and mentorship
- Community outreach and youth leadership development

These programs provide youth with safe spaces to grow emotionally, academically, and creatively.

The Challenge

Currently R.E.A.C.T. operates as a **mobile youth program**, hosting activities in multiple temporary locations across the City of Newburgh including:

- One Accord Christian Church
- Newburgh Free Library
- Dunkin Donuts conference room

Because of the lack of consistent space:

- Some program days must be cancelled
- Youth request more program opportunities
- Transportation becomes difficult for families

A permanent location would allow R.E.A.C.T. to expand programming and serve more youth consistently.

Next Level Thinking Youth Center Vision

The Vision

The **R.E.A.C.T. Next Level Thinking Youth Center** will provide a dedicated community space where young people can gather, learn, and develop the skills needed to succeed.

The center will offer a structured environment where youth are encouraged to explore creativity, leadership, and personal growth.

Core Program Areas

Creative Arts

- Dance and movement programs
 - Canvas painting and visual arts
 - Poetry and spoken word
 - Music and creative expression
-

Education & Academic Support

- Homework assistance
 - Writing and literacy programs
 - Public speaking and leadership training
-

Financial Literacy & Life Skills

- Budgeting and financial education
 - Career exploration
 - Entrepreneurship workshops
-

Wellness & Personal Development

- Fitness classes
 - Emotional wellness discussions
 - Stress management and coping skills
-

Youth Leadership Opportunities

The center will also provide opportunities for youth to:

- volunteer in the community
 - lead youth initiatives
 - develop mentoring relationships
 - participate in leadership training
-

Community Impact & Partnership Request

Community Impact

The R.E.A.C.T. Next Level Thinking Youth Center will provide:

- a safe after-school environment for youth
- mentorship and leadership development
- creative outlets for expression
- academic and life-skills support
- positive alternatives to negative influences

The center will help strengthen the community by encouraging youth to become **confident, responsible, and engaged leaders.**

Partnership Request

R.E.A.C.T. Inc. respectfully seeks a **community partnership with the City of Newburgh** to utilize a city-owned or underused building such as:

104 South Lander Street

to establish the **R.E.A.C.T. Next Level Thinking Youth Center**.

Through this partnership, R.E.A.C.T. will continue providing impactful youth programming while contributing to the city's vision of supporting positive youth development.

Closing

The R.E.A.C.T. Next Level Thinking Youth Center will serve as a place where youth can discover their purpose, build leadership skills, and rise above circumstances together.

CITY COUNCIL MEETING

MARCH 23, 2026

PASTOR ROSEY

WARD ONE.

- I AM A HOMEOWNER, A TAXPAYER, A RENTER, A LANDLADY, A PASTOR, BORN AND RAISED IN THE HUDSON VALLEY, AND A PERSON WHO HAS LIVED IN THIS CITY 20 + YEARS THROUGH THE TRANSITION OF MANY CITY MANAGERS. I
- I LISTENED TO THURSDAY'S WORK SESSION 7 TIMES. EVERYONE WORKS TIRELESSLY IN THIS GOVERNMENT, AND I THANK YOU.

I HEARD THE THINGS YOU LISTED IN CHOOSING A CITY MANAGER AND WANT TO STRONGLY SUGGEST: THAT THE CITY MANAGER EVENTUALLY CHOSEN SHOULD ALSO HAVE A TRACK RECORD OF BEING ABLE TO WEATHER THE STORMS OF THIS PARTICULAR TYPE OF CITY AND BE OF HONEST CHARACTER. I AM NOT IN FAVOR OF SOME ONE WHO HAS BEEN NEWLY APPOINTED IN A POSITION TO ALSO BE APPOINTED AND HANDED THE IMPORTANT ROLE OF INTRUM CITY MANAGER.

AS FOR THE CHARTER REVIEW" A LOT OF TERMS WERE TOSSED AROUND.

- **REFORMS** - CAN LEAD TO SIGNIFICANT SHIFTS IN PRACTICES OR POLICES,
- **REVISIONS** - USUALLY RESULTS IN IMPROVED CLARITY OR ACCURACY OF EXISTING WORK.

THE TERMS WE USE ARE IMPORTANT FOR CLEAR COMMUNICATION.

- I AM IN FAVOR OF THE COUNCIL APPROVING A LOCAL LAW FOR A CHARTER REVIEW COMMISSION TO BE FORMED.
- I BELIEVE GOD HAS BROUGHT PEOPLE TO US WITH BIG VISION FOR OUR CITY. HOWEVER, THE PERSONS CHOSEN FOR THIS COMMISSION MUST THE LOOK AT THE CHARTER AND BE ABLE TO ACCOMMODATE MOMENTUM AND

MOVEMENT OF OUR CITIES VISION OR WE WILL BE LIKE A SHIP THAT NEVER LEAVES THE DOCK.

- A VISIONARY DESIGNED A PLAN FOR THE MID HUDSON BRIDGE IN HIGHLAND, NY, WITH A TROLLY LANE, A WALKING PATH, A BICYCLE LANE AND VEHICLE LANES IN THE EARLY 1900'S. THE PROPOSAL WAS REGUARDED AS SOMEHTING NEVER TO BE NEEDED. LOOK AT HIGHLAND NY NOW.
- I LIVED IN AND ENGAGED IN THE CULTURE OF 12 COUNTRIES AND 13 STATES, AND FIND NEWBURGH TO BE UNIQUE AMONG THEM ALL.
- I AM IN FAVOR OF OBSERVING THE SUCCESS OF OTHER SUROUNDING CITIES AS THEY HAVE CHANGED THEIR CHARTER, BUT I WOULD LIKE TO SEE THE RIGHT-GIFTED INNOVATORSCHOSEN FOR THIS BOARD, WITH THE ABILITY TO BRING OUR CITY IT'S OWN DISTINCT, ADVANCED, WAY, TAILORED TO OUR DIVERSE, HISTORICAL AND UNIQUE COMMUNITY
-
- THIS GOAL WILL TAKE A BROAD MINDED, CITYWIDE ENGAGEMENT OF PEOPLE, WITHOUT A HIDDEN AGENDA OR A PRE-SUPPOSED IDEA OF WHAT THINGS SHOULD LOOK LIKE.
- I WANT TO SEE THIS HAPPEN TO IMPROVE THE QUALITY OF LIFE FOR OUR RESIDENTS AND FOR THE DEVELOPMENT OF OUR UNDEVELOPED LAND. MOST IMPORTANT TO CREATE THE CHANGES THAT WILL PROVIDE A FIRM FOUNDATION FOR THE GENERATIONS TO COME.
-
- I AM IN FAVOR OF THE COUNCIL APPROVING A LOCAL LAW FOR A CHARTER REVIEW COMMISSION TO BE FORMED.

RESOLUTION NO.: 48 - 2026

OF

MARCH 23, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A SERVICE RENEWAL AGREEMENT WITH SYNTECH SYSTEMS, INC.
FOR THE USE OF FUELMASTER FUEL MANAGEMENT
EQUIPMENT AND SERVICES AT A COST OF \$4,263.00

WHEREAS, by Resolution No. 243-2024 of November 12, 2024, the City Council of the City of Newburgh approved an agreement with Syntech Systems, Inc. and American Petroleum Equipment & Construction Company, Inc. for the purchase of FuelMaster fuel management equipment and services; and

WHEREAS, the City of Newburgh proposes to execute a service renewal agreement with Syntech Systems, Inc. for the use of FuelMaster fuel management equipment and services; and

WHEREAS, the service renewal agreement includes costs of cloud-based subscription software service, support, and parts repair; and

WHEREAS, the cost for services for the period March 1, 2026 to February 28, 2027 is \$4,263.00, with funding derived from A.5132.0448.0000.0000 - Other Services; and

WHEREAS, the City Council has reviewed the annexed service renewal agreement and has determined that purchasing said services would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a service renewal agreement with Syntech Systems, Inc. for the purchase of FuelMaster service, support, and parts repair at a cost of \$4,263.00.

#48-26



Syntech Systems, Inc.
Toll Free 800.898.9136 | Phone 850.878.2558
100 Four Points Way, Tallahassee, FL 32305
MYFUELMASTER.COM

**Newburgh Public Works
FuelMaster FMLive Service Renewal**

Effective 03/01/2026 – 02/28/2027

Dear Valued Customer,

We sincerely appreciate the opportunity to serve you during your first year with the FuelMaster® system. Your investment in fuel security and management is important to us, and we remain committed to providing exceptional support and service.

As your initial warranty and FMLive service approach expiration, Syntech Systems will continue to provide the following FMLive Standard services:

FMLive Service at Every Level	Standard
Cloud Hosting with Cellular Connectivity	X
Free Software and Firmware Updates	X
Software ONLY Phone Support (8am – 8pm EST Mon. – Fri., Excluding Federal Holidays)	X
Software AND Hardware Phone Support with Diagnostics (8am – 8pm EST Mon. – Fri., Excluding Federal Holidays)	X
Free Repair Parts (Excluding Acts of God, Vandalism, User Abuse)	X
Unlimited 24/7 Phone Support and Diagnostics Without Restriction	
Free Certified Technician Site visits as required	
Free Surge/Lightning Kits	
Acts of God coverage	
Annual Cost (1 FMU)	\$4,263

The parties of Syn-tech Systems, INC. and Newburgh Public Works deem this agreement to be executed by their duly authorized representatives on the Agreement date.

SYN-TECH SYSTEMS, INCORPORATED:

(Signature)

(Date)



03/06/2026

(Name)

Sara D. Fletcher

(Title)

Secretary

CUSTOMER:

(Signature)

(Date)

(Name)

(Title)

CONTRACT

CITY OF NEWBURGH / SYN-TECH SYSTEMS, INC. / AMERICAN PETROLEUM EQUIPMENT & CONSTRUCTION COMPANY, INC.

This contract ("Contract"), made effective on the latest date signed by the parties referenced herein, is made by and between the City of Newburgh, a municipal corporation, with an address of 83 Broadway, Newburgh, New York 12550, Syn-Tech Systems, Inc., with an address of 100 Four Points Way, Tallahassee, Florida 32305, and American Petroleum Equipment & Construction Company, Inc., with an address of 63 Orange Avenue, Walden, New York 12586, on terms and conditions set forth as follows:

1. **APPLICABILITY.** These Terms and Conditions of Sale (the "Terms and Conditions") apply to the purchase of products, the license of software and the provisions of ancillary services related thereto (collectively the "Products") by the City of Newburgh, with an office address of 83 Broadway, Newburgh, New York 12550 (hereafter "Buyer") from Syn-Tech Systems, Inc., with an office address of 100 Four Points Way, Tallahassee, Florida 32305 (hereafter "Seller"), and American Petroleum Equipment & Construction Company, Inc., with an address of 63 Orange Avenue, Walden, New York 12586 ("Seller's Subcontractor"), pursuant to a quotation, purchase order or other order acknowledgement and related attachments (herein collectively the "Purchase Order"). Buyer accepts these Terms and Conditions by signing and returning Seller's quotation, by sending a purchase order in response to the quotation, or by Buyer's instructions to Seller to ship the Products (or any portion thereof). No terms, conditions or warranties other than those identified in the quotation or purchase order (and which do not conflict with these Terms and Conditions) and no agreement or understanding, oral or written, in any way purporting to modify these Term and Conditions whether contained in Buyer's purchase order or shipping release forms, or elsewhere, shall be binding on Seller unless hereafter made in writing and signed by Seller's authorized representative. Buyer is hereby notified of Seller's express rejection of any terms inconsistent with these Terms and Conditions or to any other terms proposed by Buyer not included herein or the Purchase Order. All references in this document to "Seller" shall include Syn-tech Systems, Inc. and / or any parent, subsidiary or affiliate of Syn-tech Systems, Inc. (including any division of the foregoing) whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer, Seller, and Seller's Subcontractor may be referred to individually as a "Party" and collectively as "Parties". As used herein, "Agreement" means these Terms and Conditions and the applicable Purchase Order (to the extent that the Purchase Order does not conflict with these Terms and Conditions).

2. **CONFLICT OF TERMS.** All sales to Buyer are subject to these Terms and Conditions, which shall prevail over any inconsistent terms of Buyer's Purchase Order or other documents. No modification or alteration of these Terms and Conditions shall result by Seller's shipment of goods following receipt of Buyer's Purchase Order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms and Conditions are binding on the Parties, their successors, and

permitted assigns.

3. **PRICE.** Prices in any quotation from Seller are subject to change upon notice sent to Buyer at any time before the Purchase Order has been accepted by Seller. Prices for Products covered by this Agreement may be adjusted by Seller (herein a "Price Adjustment"), upon notice to Buyer (herein an "Adjustment Notice") at any time prior to shipment, to reflect any increase in Seller's cost of raw materials (e.g., steel, aluminum) or any surcharge or other cost increase incurred by Seller after issuance of the applicable Purchase Order. Upon an Adjustment Notice, Buyer shall, within thirty (30) days following the Adjustment Notice, either accept the price adjustment or reject the price adjustment. Upon rejection of the Price Adjustment, either Party to this Agreement may terminate this Agreement; provide however that Buyer will pay to Seller all amounts due through the date of termination. All stated prices are exclusive of any taxes, fees, duties, and levies, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement (collectively, "Taxes"). Any Taxes related to the Products purchased pursuant to this Agreement are the responsibility of Buyer (excluding taxes based on Seller's net income), unless Buyer presents an exemption certificate acceptable to Seller and the applicable taxing authorities. If possible, Seller will bill Taxes as a separate item on the invoice presented to Buyer. If any exemption certificate presented by Buyer is held to be invalid, then Buyer will pay Seller the amount of the Tax and any penalties and interest related thereto.
4. **INVOICE; PAYMENT.** Seller shall be entitled to invoice Buyer upon the earlier to occur of (i) shipment of the Products or (ii) completion of services relating thereto (as applicable). Without in any way limiting the terms of the immediately preceding sentence, payment of license fees and of services relating to FMLive (and whether such are one-time (non-recurring) fees or annually recurring fees) shall be paid upon the shipment of the Products (FMUs). Unless otherwise set forth in the Purchase Order, Buyer will pay all invoiced amounts within thirty (30) days following the date of Seller's invoice. Unpaid amounts will accrue interest at a rate equal to the lesser of one and one-half percent (1.5%) per month and the maximum rate permitted by applicable law, from due date until paid, plus Seller's reasonable attorney fees, costs and expenses of collection. Seller reserves all other rights granted to a seller under the Uniform Commercial Code ("UCC") for Buyer's failure to pay for the Products or any other breach by Buyer of these Terms and Conditions. In addition to all other remedies available to Seller (which Seller does not waive by the exercise of any rights hereunder), Seller may suspend the delivery of any Products if Buyer fails to pay any amounts when due and the failure continues for five (5) days following Buyer's receipt of notice thereof. Buyer may not withhold payment of any amounts due and payable as a set-off of any claim or dispute with Seller, regardless of whether relating to Seller's breach, bankruptcy, or otherwise.
5. **DELIVERY.** All delivery dates are approximate. Seller will use commercially reasonable efforts to fill orders according to the delivery dates acknowledged by Seller. Delivery may be made in installments. Default or delay by Seller in shipping or delivering the whole or any part or installment of the goods or services under this contract shall not affect any other portion thereof. In no event shall Seller be liable for any claims for labor or for any special, indirect, incidental, or consequential damages including, but not limited to, demurrage charges, cost of shipment, downtime, lost profits (whether direct or indirect), lost sales, or any other damages

resulting from delay in delivery.

6. **SHIPMENT AND RISK OF LOSS.** Unless otherwise agreed in writing, Seller may, in its sole discretion, select the shipping method, the carrier and the applicable freight charges. Title to the Products and risk of loss to the Products shall pass to the Buyer at the point of shipment from Seller's facility, whether freight prepaid or freight collect to destination, regardless of which party selects the carrier and arranges the freight charges or particulars of shipment. Risk of loss for damage or delay in transit shall be borne by Buyer. Buyer shall file and pursue any claims directly with the carrier related to loss, damage or delay in transit, and Buyer shall not assert such claims against Seller or deduct from amounts owing to Seller.

7. **WARRANTY; ADDITIONAL MAINTENANCE SERVICES.** Seller provides a manufacturer's warranty covering Seller's products and services for either fifteen (15) months from the date of shipment or for twelve (12) months from the date of installation, whichever period ends first (the "Covered Period"). At the conclusion of the Covered Period, the parties may agree to implement a maintenance plan at a grade determined by Buyer.

8. **LICENSE GRANTS.**

a. By Seller. Subject to the terms and conditions of this Agreement and the End User License Agreement (herein the "EULA") which must be accepted by Buyer prior to access to the Seller's Software Applications and prior to use of the Products, and during the term only, Seller will grant to Buyer and Buyer accepts from Seller, a non-exclusive, non-transferable, non-assignable, worldwide right and license to access and use: (a) the Software Application(s), along with all associated database and other applications that are used to support the functionality of such Software Applications; (b) the server(s) on which Seller has installed the Software Applications for Buyer's use (herein the "Host Server") and (c) the intellectual property, including software and applications that are included as part of the equipment comprising the Products (herein the "Equipment Software") (the equipment, the Equipment Software, the Host Server and the Software Applications, being herein collectively referred to as the "System"); (c) any then-current published guides for the Software ("Documentation"); and (d) all equipment and connections maintained by Seller or its hosting subcontractor solely to allow Buyer to access the System and the Documentation (collectively with the System and the Documentation, the "Service") in order to enable Buyer to upload, manage, process, and distribute certain information and data related to Buyer's fuel utilization, inventories and fleet management data.

b. By Buyer. Subject to the terms and conditions of this Agreement, Buyer hereby grants to Seller, and Seller hereby accepts from Buyer, a non-transferable, royalty-free license, during the term of this Agreement to reproduce, translate, encode, publish, use, modify, display, perform and distribute the Customer Data (defined below) for the purpose of providing the Service to Buyer and fulfilling Seller's obligations under this Agreement.

9. **RESTRICTIONS.**

a. Buyer may use and reproduce the Documentation for its own internal use only provided

that all titles, trademarks, trade names, copyright, restricted rights, and other proprietary notices of Seller are retained.

- b. Buyer shall use the System only for its intended purpose. Buyer shall not directly or indirectly, nor permit any party to, do any of the following: (i) copy, modify, create derivative works of, publish, sublicense, sell, market or distribute the System; (ii) reverse engineer, decompile, disassemble or otherwise attempt to gain access to the source code form of the System; (iii) use the System or associated documentation in violation of export control laws and regulations; (iv) remove any proprietary notices from the System, the Documentation or any other Seller materials furnished or made available hereunder; (v) access the System in order to (x) build a competitive product or service, or (y) copy any features, functions or graphics of the System; (vi) make the System available to anyone other than user authorized by Seller; (vii) sell, resell, rent or lease the System, including, without limitation, use the System on a service bureau or time sharing basis or otherwise for the benefit of a third party; (viii) use the System to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (ix) use the System to store or transmit malicious code; (x) interfere with or disrupt the integrity or performance of the System or any data contained therein; (xi) attempt to gain unauthorized access to the System or their related data, systems or networks; (xii) publish or disclose to third parties any evaluation of the System without Seller's prior written consent; (xiii) publish or disclose to third parties any data or information on Buyer's results from using the System, without Seller's prior written consent; or (ix) perform vulnerability, load or any other test of the System without Seller's prior written consent.

10. NO LICENSE.

- a. If software is provided by Seller under the Agreement, Buyer agrees that the software may only be used in accordance with the terms and conditions of these Terms and Conditions and the EULA which must be agreed to by Buyer in order to access Seller's software products and in order to use the Products. Except as otherwise provided herein and in the EULA, the sale of the Products will not confer upon Buyer any license, express or implied, under any patents, trademarks, trade names, or other proprietary rights owned or controlled by Seller, its subsidiaries, affiliates, or suppliers; it being specifically understood and agreed that all the rights are reserved to Seller, its subsidiaries, affiliates, or suppliers. Without limiting the foregoing, Buyer will not, without Seller's prior written consent, use any trademark or trade name of Seller in connection with any the Products, other than with respect to the resale of the Products pre-marked or packaged by or on behalf of Seller.
- b. Buyer agrees not to directly or indirectly decompile, disassemble, reverse engineer or otherwise derive the source code for the System or any applicable software. If Buyer is a U.S. Government agency, Buyer acknowledges that the software licensed under the Agreement is a commercial item that has been developed at private expense and not under a Government contract. The Government's rights' relating to the software are limited to those rights applicable to Buyer's as set forth herein and is binding on Government users in accordance with Federal Acquisition Regulation 48 C.F.R. Section 12.212 for non-

defense agencies and/or Defense FAR Supplement 48 C.F.R. Section 227.7202-1 for defense agencies.

11. **FM LIVE SERVICES.** Subject to the terms and conditions of this Agreement and the EULA, Buyer does hereby agree to license the software associated with the Products and including FM Live software (herein the "Software Applications") and to acquire cloud based hosting as such are described in the Purchase Order and shall pay the fees as set forth in the Purchase Order (herein collectively the "Software Fees").

12. **OWNERSHIP.**

- a. **OWNERSHIP OF SYSTEM.** As between the parties, Seller shall retain all title, copyright and IP Rights in the System, Documentation, and improvements thereto. Buyer does not acquire any right, express or implied, in the System or Documentation other than those specified in this Agreement or the EULA agreed upon by Buyer. For purposes of this Agreement, "IP Rights" means all forms of intellectual property rights and protections throughout the world, including, but not limited to, any (a) patents (including any patent applications, together with all reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof); (b) copyrights; (c) Internet domain names, trademarks, service marks, and trade dress, together with all goodwill associated therewith; (d) trade secrets; (e) rights in databases and designs (ornamental or otherwise); (f) moral rights, rights of privacy, rights of publicity and similar rights; and (g) any other proprietary rights and protections, whether currently existing or hereafter developed or acquired, whether published or unpublished, arising under statutory law, common law, or by contract, and whether or not perfected, including all applications, disclosures and registrations with respect thereto.
- b. **RETURN OF CUSTOMER DATA.** Upon termination of this Agreement and at the Buyer's request, Seller shall promptly return active Customer Data in Seller's possession to Buyer.
- c. **SOFTWARE OR HARDWARE MODIFICATIONS.** Seller shall retain all IP Rights in and to any modifications, enhancements or derivative works to the Software Applications or the Products that contain or use any object code or source code of the Software Application (each a "Software Modification"), subject to the license rights granted to Buyer under the EULA. Buyer shall not modify in any way or reverse engineer any Software Application or any software, equipment or other hardware provided by Seller as part of the Products or licensed under the EULA.
- d. **USE OF CUSTOMER MARKS.** The parties agree that Seller may use Buyer's logo and/or trade name ("Customer Marks") in the user interface of the Software Applications for referential purposes to accurately identify Buyer during the course of the term of this Agreement (the "Permitted Use"). Buyer hereby grants to Seller a non-exclusive, non-transferable, revocable, royalty-free license to use Buyer's Marks for the Permitted Use. Seller hereby acknowledges and agrees that all rights, title and interest in and to the Buyer's Customer Marks are and shall remain the exclusive property of Buyer and that any use thereof and goodwill associated therewith shall insure solely to the benefit of Buyer.

- e. Subject to the terms and conditions of this Agreement, Buyer does hereby agree to license the Software Applications pursuant to the EULA to be agreed upon by Buyer prior to uploading or downloading of such Software Applications and to acquire cloud based hosting as such is set forth in the Purchase Order.

13. CUSTOMER DATA; OWNERSHIP OF CUSTOMER DATA; INDEMNIFICATION BY CUSTOMER. In Seller's implementation of the Products, Seller may have access to Customer Data (as herein after defined) to be used in conjunction with the Products. Seller acknowledges and agrees that, as between the parties (but subject to the Licenses granted herein and in the EULA), Buyer owns all right, title, and interest in and to the Customer Data, including all IP Rights in and to such Customer Data, irrespective of whether such Customer Data is stored via the Service or in any database created using the Service. As used herein, the term "Customer Data" means and refers to all of the data and other information provided by the Buyer to Seller or which is used within the System. Buyer shall indemnify, defend and hold harmless Seller from and against any and all claims, suits, actions, or other proceedings for any personal injury or any other loss or damage (including reasonable attorney's fees) brought by third parties against Seller to the extent: (a) based on or arising from any claim that the Customer Data, or the use thereof in accordance with this Agreement, infringes or constitutes a wrongful use of any third party's IP Rights, or any right of publicity or privacy, or is fraudulent, deceptive, libelous or defamatory; and said claim, suit, action, etc. is (b) caused by, relating to or arising out of the unlawful activity, deceptive or unfair trade practices, gross negligence or willful misconduct of Buyer in connection with the subject matter of this Agreement.

14. REPRESENTATIONS AND WARRANTIES.

- a. **SELLER WARRANTIES.** Seller represents and warrants to Buyer that:
 - i. Seller has the corporate power and authority to enter into this Agreement;
 - ii. Seller is the owner of or licensee of all rights necessary and appropriate to grant the rights hereunder;
 - iii. Seller will not violate any agreements with any third party as a result of performing its obligations under this Agreement; and
 - iv. the Documentation shall be sufficient to allow a user qualified in the subject matter of the application to use the System.
- b. **BUYER WARRANTIES.** Buyer represents and warrants to Seller that:
 - i. Buyer has the corporate power and authority to enter into this Agreement;
 - ii. Buyer is the owner of or licensee of all rights in the Customer Data as necessary and appropriate to grant the rights hereunder;

- iii. Buyer shall not use the Service in any manner that is deceptive, unlawful, or otherwise in violation of any law;
- iv. Buyer will not violate any agreements with any third party as a result of performing its obligations under this Agreement; and
- v. There are neither pending nor threatened, nor to the best of Buyer's knowledge, contemplated, any suits, proceedings, actions, or claims which would materially affect or limit the rights granted to Seller under this Agreement.

15. **LIMITATION OF LIABILITY.** NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST SAVINGS, OR ANY INCIDENTAL, SPECIAL, OR OTHER ECONOMIC CONSEQUENTIAL DAMAGES, EVEN IF EITHER PARTY IS INFORMED OF THEIR POSSIBILITY (SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY). NOTWITHSTANDING THE ABOVE, BUYER SHALL BE AND REMAIN LIABLE FOR ANY AND ALL AMOUNTS DUE AND OWING UNDER THIS AGREEMENT FOR EQUIPMENT PURCHASED AND SERVICES PROVIDED OR RENDERED. IN ADDITION TO ANY OTHER LIMITATION OF LIABILITY CONTAINED HEREIN, THE PARTIES' MAXIMUM LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT TO EACH OTHER SHALL NOT EXCEED THE AMOUNT PAID TO SELLER BY BUYER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM.

16. **DISCLAIMER.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICE, AND SELLER DISCLAIMS ALL EXPRESS WARRANTIES AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT UNDER THE UCC. SELLER DOES NOT WARRANT THAT THE OPERATION OF THE SERVICE WILL MEET BUYER'S SPECIFIC REQUIREMENTS.

17. **CHANGES.** In the event that the price of the Products to be purchased under this Agreement (as set forth in a proposal to Buyer or as set forth in the Purchase Order) was based upon receipt of discounts received due to the volume of units of Product (herein "Units") to be acquired by Buyer under this Agreement and, if the number of Units actually acquired by Buyer during the time period contemplated by the Purchase Order is less than the number of Units used to attain the such discounts, then, in such event, Buyer shall pay to Seller the amount of the discount received by Buyer for the Products actually delivered by Seller and all pricing for future Products or Units shall be based upon non- discounted pricing.

18. **CELLULAR SERVICES.** In the event that the Purchase Order provides for cellular services, the terms and conditions set forth in the Cellular Addendum attached hereto as Exhibit A, shall apply to and be a part of this Agreement.
19. **TERM AND TERMINATION.** This Agreement shall be effective upon the Purchase Order acceptance and shall continue until the later to occur of (i) the time period set forth in the Purchase Order or (ii) completion of the requirements of the Purchase Order. With respect to the provision by Seller of licensed software or ongoing services which are set forth in the Purchase Order, Seller will give Buyer notice (the "Notice") no less than thirty (30) days prior to the expiration of the term of Buyer's use stating the renewal period (herein the "Renewal Term") and the price of the software license and/or services during such Renewal Term. Unless Buyer gives notice to Seller, within thirty (30) days following the Notice, that Buyer desires to terminate Buyer's license and/or future services, such license or services shall continue as set forth in the Notice. During each Renewal Term, Buyer shall pay the fees required herein as such may be increased and disclosed in the Renewal Notice.

This Agreement may be terminated as follows:

- a. For Breach. Either party will have the right to terminate this Agreement for breach of any material term or condition of this Agreement and failure to cure such breach within thirty (30) days after written notice.
- b. For Insolvency. Either party may terminate this agreement upon written notice if: (a) the other party becomes insolvent, or voluntary or involuntary proceedings are instituted by or against such other party under any federal, state, or foreign bankruptcy or insolvency laws, and, in the case of involuntary proceedings commenced against such party, such proceedings are not terminated within sixty (60) days; (b) if the other party makes an assignment for the benefit of creditors; if the other party ceases to operate as a going concern; or (c) if a receiver is appointed for such other party.
- c. For Convenience. Either party may terminate this Agreement for convenience upon Thirty (30) days written notice to the other party. In the event of a termination for convenience by either party, Buyer shall pay any amount due to the date of termination and Buyers shall receive a refund a prepaid software license fees. All other amounts paid to Seller shall be retained by Seller.

In addition to any other obligations of the parties set forth herein, upon expiration or termination of this Agreement each party shall promptly return or destroy the Confidential Information (as defined herein below) of the other party.

20. CONFIDENTIAL INFORMATION

- a. **DEFINITION.** As used in this Agreement, the term "Confidential Information" shall mean any and all information prepared or delivered to the receiving party by the disclosing party or its representatives (including information or data received by the disclosing party from

a third party and as to which the disclosing party has confidentiality obligations). Seller's Confidential Information includes the amount of consideration paid by Buyer to Seller pursuant to this Agreement. For the avoidance of doubt all Customer Data shall, at all times, constitute the Confidential Information of Buyer

- b. **OBLIGATIONS.** Each Party acknowledges that it may have access to Confidential Information of the other Party. Each Party agrees to keep the Confidential Information of the other Party confidential and to take all reasonable precautions, at least to the same degree of care and precautions the recipient would take to protect the confidential nature of its own information, not to disclose, copy, distribute or otherwise disseminate the Confidential Information to any third parties. The receiving party may disclose the Confidential Information only to those employees, agents and subcontractors who have a legitimate business reason to have such access for purposes of performing its obligations under this Agreement, and are subject to the requirement to abide by a non-disclosure agreement substantially similar to this Agreement's non-disclosure obligations.
 - c. **EXCLUSIONS.** Except for Customer Data, the obligations of this Section shall not apply to information (a) which is published or available to the public other than by breach of this Agreement; (b) otherwise rightfully received by the non-disclosing party from a third party without obligations of confidentiality; (c) independently developed by the non-disclosing party's employees having no access to the disclosed information; (d) known to the non-disclosing party before receiving the Confidential Information from the disclosing party under this or any prior agreement of the parties; (e) disclosed by the disclosing party to a third party without restrictions; (f) is disclosed under operation of law; or (g) is disclosed by recipient with discloser's prior written approval.
 - d. **INJUNCTIVE RELIEF.** Each Party acknowledges and agrees that the other Party would be irreparably harmed if any Confidential Information of the disclosing party were to be disclosed to third parties, or if any use were to be made of such Confidential Information other than that permitted under this Agreement, and further agrees that the disclosing party shall have the right to seek injunctive relief upon any violation or threatened violation of the terms of this Section, in addition to all other rights and remedies available at law or in equity, without having to post a bond or other security.
 - e. **RETURN OF CONFIDENTIAL INFORMATION.** Except as otherwise set forth or contemplated in Section 3.3 above, upon the termination, cancellation or expiration of this Agreement for any reason and upon the request of Customer, all Confidential Information, together with any copies that may be authorized herein, shall be returned to Customer or, if requested by Customer, certified destroyed by Syntech.
21. **FORCE MAJEURE.** Except for the payment of money, neither Party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, performance issues, lack of materials or services, quarantine or isolation mandates or other issues resulting directly or indirectly from the COVID-19 (aka "coronavirus") pandemic or any future pandemic, acts of God or public enemy, war, terrorism, riot, embargoes, acts of civil or military authorities (including, but not

limited to delays in permitting or other required approvals), fire, floods, earthquakes, strikes, or inability to obtain any material or services government requirement, acts or omissions of carriers, or other causes beyond the reasonable control of such party (each such event is a "Force Majeure Event") provided that such Party gives prompt written notice thereof to the other Party. The time for performance will be extended for a period equal to the duration of the Force Majeure Event. Notwithstanding the above, if Seller cannot perform its obligations under this Agreement due to a Force Majeure event, then Buyer will not be liable for fees or payment of money which relate to the obligations not yet performed as a result of the Force Majeure Event.

22. **COMPLIANCE.** Each party will comply with all applicable laws, regulations, and ordinances, and Buyer will comply with the export and import laws and regulations in effect as of the date of shipment of the Products of any country involved in the transactions contemplated by the Agreement.

23. **GOVERNING LAW; VENUE; DISPUTE RESOLUTION.** Buyer, with its principal office in Orange County, New York, Seller, with its principal office in Leon County, Florida, and Seller's Subcontractor, with its principal office in Orange County, New York, mutually agree that as a compromise, all matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule, and party irrevocably submits to the exclusive jurisdiction of those courts in any the suit, action or proceeding.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be first be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be the State of Delaware. Notwithstanding the above, nothing in this Agreement shall be deemed as preventing a party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of the dispute as necessary to protect that party's name, proprietary information, trade secrets, know-how, or any other intellectual property or proprietary rights.

24. **TAXES.** The compensation, fees and costs (the "Compensation") set forth in the Purchase Order does not include taxes; if Seller is required to pay or remit sales, use, or other taxes based on the Compensation or based upon the Products provided pursuant to this Agreement then such taxes shall be billed to and paid by Buyer; provided however, that this Section shall not apply to taxes based on Seller's income or revenues.

25. **FAILURE OF PAYMENT.** If Buyer fails to make payment in full or in part when due or refuses to pay any applicable price increases or surcharges, Seller shall have the right to: (i) immediately suspend performance and cancel the unfinished portion of any outstanding orders, (ii) declare all unpaid amounts for the Products delivered (or services performed) immediately due and payable, and (iii) withhold further deliveries. Seller shall have the right to enforce payment of the full purchase price, including any price increase or surcharge, for Products (or services) already delivered or in process. Buyer shall reimburse Seller for all costs of

collection, including reasonable attorney's fees, incurred as a result of Buyer's failure to make payments when due.

26. **ASSIGNMENT.** Neither party may assign its rights under this Agreement without the prior written consent of the other party. Any assignment permitted hereunder will be subject to the written consent of the assignee to all of the terms and provisions of this Agreement. Any attempted assignment in derogation of this section will be null and void. Notwithstanding the foregoing, Seller may, without consent, assign its rights under this Agreement to any person or entity in connection with a merger, acquisition, divestiture, or sale of all or substantially all of its assets.
27. **NO THIRD PARTY RIGHTS.** This Agreement is for the sole and exclusive benefit of the Parties hereto and their permitted successors and assigns. Nothing expressed or referred to in this Agreement will be construed to give any other person any legal or equitable right, remedy or claim under or with respect this Agreement.
28. **INDEPENDENT PARTIES.** Seller and Buyer are independent parties and nothing in this Agreement shall make either party an agent, partner, joint venturer, or legal representative of the other.
29. **HEADINGS.** The section headings contained in these Terms and Conditions are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
30. **SEVERABILITY.** If any provision or part of a provision of this Agreement is declared invalid, illegal, or unenforceable under applicable law, the affected provision will be considered omitted or modified to conform to applicable law. The validity, legality, and enforceability of all other remaining provisions or parts of provisions will remain in full force and effect.

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[Exhibit A – Cellular Addendum to follow]

**EXHIBIT A
CELLULAR ADDENDUM**

TERMS AND CONDITIONS RELATING TO CELLULAR PLANS AND USAGE

- A. If Buyer has been provided a Cellular Plan, this Addendum shall be applicable and Buyer shall pay the fees and costs associated with Cellular Plan.
- B. Terms and Conditions of Cellular Plan and Usage.
1. Service Plans. If Buyer has procured a cellular plan (herein a "Service Plan") from Seller pursuant to Part I of this Agreement, the following shall apply.
 2. Definitions
 - i. "Machine-to-Machine" shall mean the transmission of data using cellular communication between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision.
 - ii. "Wireless Equipment" shall mean any cellular communications device manufactured by Seller or a third party, and sold to the Buyer by Seller or one of its agents to be used exclusively for Machine- to- Machine data transmission.
 - iii. "Machine-to-Machine Line" shall mean the wireless service for machine-to-machine transmission for a single piece of wireless equipment.
 - iv. "Wireless Service Provider" shall mean any provider of wireless services (including any Underlying Carrier) that Seller partners with to provide cellular data service to the Buyer for the purpose of Machine-to-Machine data transmission.
 3. Wireless Equipment. Buyer has or will purchase the Wireless Equipment from Seller and the Service Plan shall be used exclusively for Machine-to-Machine transmission of data from and to such Wireless Equipment as purchased from Seller.
 4. Buyer Obligation Buyer shall ensure, and does hereby represent, and warrant to Seller that all of Buyer's employees or agents who have access to the Wireless Equipment for use of the Service Plan, are aware of this Agreement and its terms and conditions, and that each such employee or agent of Buyer shall strictly comply with Buyer's obligations under this Agreement and its terms and conditions. If Buyer becomes aware of any violation of its obligations under this Agreement or the terms and conditions hereof, Buyer shall immediately notify Seller and shall immediately suspend access to the Service Plan by any employee or agent of Buyer who has violated or who Buyer believes may violate any provisions of this Agreement or its terms and conditions.
 5. Service Level and Dependencies Buyer acknowledges and agrees that Buyer's use of and access to the Service Plan is dependent upon the Wireless Service Provider continuing to

provide and support its network, and Buyer does hereby waive any and all claims against Seller or the Wireless Service Provider resulting from discontinuation or failure by the Wireless Service Provider to support its network. Buyer acknowledges that the Service Plan may be interrupted in the event of an interruption of the Wireless Service Provider network, and Buyer waives any and all claims against Seller and the Wireless Service Provider resulting from the same. Buyer further acknowledges that the Service Plan is available only within the applicable plan coverage areas, within operating range of wireless systems, and with equipment authorized by the Wireless Service Provider to operate on its network. In no way reducing the effectiveness of the waiver set forth above, any failure of Seller or its Wireless Service Provider to perform hereunder shall be excused if caused by failure of a third-party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any governmental agency, acts of God, strikes, other labor disturbance, severe weather conditions, fire, terrorism, riots, war, earthquakes, or any other causes beyond Seller or its Wireless Service Provider's reasonable control. Notwithstanding the above, Seller will undertake reasonable efforts to ensure that migration of Wireless Service Providers to 4G and 5G networks (and away from 3G networks) will be supported by the Equipment and Software Applications.

6. Relationships BUYER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT BUYER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN THE WIRELESS SERVICE PROVIDER (INCLUDING ANY UNDERLYING CARRIER) AND SELLER. IN ADDITION, BUYER ACKNOWLEDGES AND AGREES THAT THE WIRELESS SERVICE PROVIDER (INCLUDING ANY UNDERLYING CARRIER) AND THEIR AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO BUYER AND BUYER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.
7. Waivers. Buyer acknowledges and agrees that Buyer is responsible for all maintenance and security with respect to the Wireless Equipment and Buyer's own network, server and other systems. Buyer does hereby waive any and all claims against Seller or any Wireless Service Provider (including any Underlying Carrier) for and with respect to any unauthorized use of Buyer's network, service, other systems or data under the Service Plan.
8. Authorized Usage. Buyer agrees to use the Service Plan solely in connection with the operation of Wireless Equipment sold by Seller, or its authorized agent, to Buyer and applied to Machine-to-Machine communication systems with such devices installed within the Wireless Service Provider coverage area. Buyer may not use the Service Plan for any other use not specifically authorized herein. Unless specifically authorized by Seller in writing or by a separate contract, Buyer may not sell, rent, lease, distribute, broadcast, sublicense, or otherwise assign this Agreement or any rights to the Service Plan to any third party(ies).

9. **Equipment Modification.** Buyer acknowledges that Seller provides certified Wireless Equipment to operate in accordance with the Wireless Service Provider's requirements for use on its network. Buyer agrees that it will in no way alter the Wireless Equipment, and that doing so may result in termination of the Service Plan by Seller.
10. **No Illegal Use and Reservation of Rights.** Buyer may not use the Service Plan for any illegal, unauthorized or fraudulent purpose. Buyer acknowledges that the sale of the Service Plan to the Buyer does not transfer to the Buyer title to or ownership of any intellectual property rights of Seller or its suppliers.
11. **Export Regulations.** Buyer acknowledges that the export, import, and use of certain hardware, software, and technological data provided under this Agreement is regulated by the United States and other governments and agrees to comply with all applicable laws and regulations, including the U.S. Export Administration Act. Buyer agrees to comply with all export and re-export restrictions and regulations of the Department of Commerce and other United States agencies and authorities, and not to transfer, or encourage, assist or authorize the transfer of the Service or Wireless Equipment to a prohibited country or otherwise in violation of any such restrictions or regulations.
12. **Termination.** Seller may, at Seller's option, terminate or suspend any and all of Buyer's rights under this Agreement and discontinue the Service Plan, upon thirty (30) days written notice to Buyer if (i) Buyer fails to comply with any term of this Agreement, or fails to make payment of any amounts due hereunder (including, without limitation, data overage charges), (ii) Buyer uses in excess of Buyer's allotted and allowable data allowance during a periodic billing term (as such allowance is provided in Part I of this Agreement, (iii) if Seller's relationship with the Wireless Service Provider expires, terminates, or modifies its terms with Seller in such a way that Seller must change the way it provides the Service Plan under this Agreement, as determined by Seller in Seller's sole discretion, (iv) Buyer files for or is involved in any bankruptcy proceedings, whether voluntary or involuntary, or (v) Buyer fails to comply with the law or requests of governmental entities. In case of termination, Seller may terminate providing the Service Plan to Buyer, Buyer must cease all use of the Service Plan, and Buyer shall ensure that the Wireless Equipment does not register or attempt to register on the Wireless Service Provider's network. Should Buyer fail to ensure that the Wireless Equipment does not register on the Wireless Service Provider's network, then, in such event, Buyer shall be responsible for any and all costs and fees required to be paid by the Wireless Service Provider. Seller's failure to insist upon or enforce strict compliance with this Agreement does not constitute a waiver of any of its rights hereunder or at law or in equity. Either Buyer or Seller may terminate the Service Plan for convenience at any time upon ninety (90) days prior written notice to the other party. Upon termination by either Party, for convenience, Seller shall refund to Buyer a prorated amount of any prepaid Software Fees prepaid by Buyer. Seller shall be entitled to retain (or Buyer shall pay) any and all other payments made or which are due pursuant to this Agreement.
13. **Fees.** Buyer acknowledges that Seller charges fees and costs for the use of the Service Plan. Seller reserves the right to discontinue providing the Service Plan at any time or to

otherwise change the terms and conditions applicable to the Service Plan at any time, but only if Seller experiences an increase in fees charged to Seller by the applicable Service Provider and only to that amount incurred, including, but not limited to, with respect to (a) limiting the amount of data that may be utilized and/or transferred under the Service Plan, and (b) changing the amount and terms applicable for cellular data service charges. Buyer also acknowledges that the Service Plan has enforced limits on the amount of data utilized or transferred monthly, which, if exceeded, will result in additional fees to be paid by the Buyer, but only to the extent of the amount that Seller incurs additional expenses and fees by the applicable Service Provider. The initial fees and costs (herein referred to as the Fees) to be paid by Buyer under this Agreement are set forth in Part I of this Agreement. The Fees may be modified or increased by Seller at any time upon ninety (90) days prior written notice given to Buyer.

14. Taxes. Buyer will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on it upon or with respect to the transactions and payments under this Agreement.
15. Disputed Charges. In the event of disputed charges, Buyer must, as soon as practicable following identification of such dispute, but not to exceed 60 days from the due date of the bill, provide written notice to Seller, which shall include the date of the bill, disputed amounts, the reason for the dispute, and any supporting documentation. Both parties will use their good faith efforts to reconcile any disputed charges within 60 days of the date of notification.
16. Disclaimer of Warranties THIS SECTION ONLY APPLIES TO THE CELLULAR SERVICE PROVIDED TO BUYER. BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SERVICE PLAN IS AT BUYER'S SOLE RISK. SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER HEREBY DISCLAIMS, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, ANY AND ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICE PLAN, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE EXPRESSLY PROVIDED HEREIN. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SELLER OR AN AUTHORIZED REPRESENTATIVE OF SELLER SHALL CREATE A WARRANTY. BUYER ACKNOWLEDGES AND AGREES THAT THE SERVICE PLAN IS PROVIDED TO BUYER ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." THE ACCURACY, TIMELINESS, COMPLETENESS, SUITABILITY, OR AVAILABILITY OF ALL OR ANY ASPECT OF THE SERVICE PLAN IS NOT GUARANTEED, AND IS SUBJECT TO OUTAGES, TERMINATION, AVAILABILITY, RESTRICTIONS, AND/OR INTERFERENCE. NEITHER SELLER NOR THE WIRELESS SERVICE PROVIDER SHALL BE LIABLE FOR ANY UNAUTHORIZED USE OF THE SERVICE PLAN NOR ANY CONSEQUENCE THEREOF.

17. Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF INCOME, LOSS OF BUSINESS, DIMINUTION OF GOODWILL, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THE OTHER PARTY'S ENGAGEMENT TO PERFORM, USE OR INABILITY TO USE THE SERVICE PLAN, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY. BOTH PARTIES ACKNOWLEDGE THAT THE OTHER HAS ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SET FORTH HEREIN AND THAT THE SAME IS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. IN ANY CASE, SELLER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO, AND SHALL NOT EXCEED, THE PRORATED ANNUAL AMOUNT PAID FOR THE SERVICE PLAN FOR THE PERIOD DURING WHICH SUCH DAMAGE OCCURRED.

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[FMLive End-User License Agreement to follow]

FMLIVE® END-USER LICENSE AGREEMENT
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2. This End-User License Agreement is a legal agreement between you (either an individual or a single entity), henceforth referred to as “the LICENSEE”, and SYNTECH SYSTEMS, INC. By using the SOFTWARE, you are agreeing to become bound by the terms of this agreement.
3. You may permanently transfer all of your rights under this agreement only as a part of a sale of the FMLIVE® SYSTEMS HARDWARE, henceforth referred to as “the HARDWARE”, provided you retain no copies of the SOFTWARE. You may not install the medium on another computer. You may not loan, rent, lease, or otherwise transfer the medium to another user, except as provided as part of a permanent transfer or sale of the SOFTWARE and the HARDWARE.
4. The SOFTWARE, HARDWARE, and documentation sold to the U.S. Government are provided with restricted rights. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR 52.227-19 or subparagraphs (c) (1) and (2) of the COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS.
5. In consideration of payment for the SOFTWARE, SYNTECH SYSTEMS, INC. grants to the LICENSEE a nonexclusive right, without right to sublicense, to use the SOFTWARE. SYNTECH SYSTEMS, INC. reserves all rights not expressly granted and retains title and ownership of the SOFTWARE, including all subsequent copies in any media. This SOFTWARE and the accompanying written materials are copyrighted. All copying of the SOFTWARE or of the written materials is expressly forbidden.
6. As the only written warranty under this agreement, and in the absence of accident, abuse or misapplication, SYNTECH SYSTEMS, INC. warrants, to the LICENSEE, End-user only, that the SOFTWARE is compatible with the HARDWARE.
7. SYNTECH SYSTEMS, INC. reserves the right to make changes to the SOFTWARE and to furnish updates to said SOFTWARE compatible with the HARDWARE at its sole discretion. THIS WARRANTY GIVES YOU LIMITED, SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

8. There are no implied warranties, including warranties of merchantability and fitness for particular purposes, offered with the SOFTWARE. There are no warranties except those contained on the face hereof.
9. In no event, shall SYNTECH SYSTEMS, INC. be liable for incidental or consequential damages arising from the use of the SOFTWARE.

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[Signature Page to follow]

Signature Page

Terms and Conditions – City of Newburgh / Syntech Systems, Inc. / American Petroleum Equipment & Construction Company, Inc.

IN WITNESS WHEREOF, the Parties have executed these Terms and Conditions on the day and year herein mentioned.

DATED: November 15, 2024

CITY OF NEWBURGH

By: 

Name: Todd Venning

Title: City Manager

Per Resolution No.: 243 - 2024

DATED: Nov 13, 2024

SYNTECH SYSTEMS, INC.

By: 

Name: CHAD SMITH

Title: DIRECTOR OF PURCHASING

DATED: Nov 13, 2024

AMERICAN PETROLEUM EQUIPMENT & CONSTRUCTION COMPANY, INC.

By: 

Name: James Doilaway

Title: President / CEO

VP - PARTNER

RESOLUTION NO.: 49 - 2026

OF

MARCH 23, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
THE ANNUAL REPORT AND THE INTERIM PROGRESS CERTIFICATION
RELATED TO SPDES PERMIT NO. NYR20A240 FOR ON-GOING WORK UNDER
THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
MS4 SPDES PERMIT NO. GP-0-24-001**

WHEREAS, the City of Newburgh holds SPDES Permit No. NYR20A240 issued by the New York State Department of Environmental Conservation (“DEC”) for Stormwater Discharges from Municipal Separate Storm Sewer Systems (“MS4s”); and

WHEREAS, pursuant to Federal and New York State Law, the DEC issued a SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s) Permit No. GP-0-24-001 and Part V.B.2 requires eligible MS4 Operators of the City’s SPDES Permit to submit an Annual Report and Part V.B.3 requires eligible MS4 Operators of the City’s SPDES Permit to submit an Interim Progress Certification that verifies the activities under the City’s SPDES Permit have been completed by the date specified using the form provided by DEC; and

WHEREAS, in accordance with Part X.J. of the SPDES General Permit, the Annual Report and the Interim Progress Certification must be signed by the principal executive officer of a municipality; and

WHEREAS, the City Council finds that it is in the best interests of the City of Newburgh to authorize the City Manager of the City of Newburgh, as the principal executive officer, to sign the Annual Report and Interim Progress Certification for the City’s SPDES General Permit;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to execute the Annual Report and Interim Progress Certification related to SPDES Permit No. NYR20A240 under the New York State Department of Environmental Conservation MS4 SPDES Permit No. GP-0-24-001 on behalf of the City of Newburgh.

#49-26

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Water, Bureau of Water Permits
625 Broadway, Albany, New York 12233-3505
P: (518) 402-8111 | F: (518) 402-9029
www.dec.ny.gov

MS4 Operator Certification Form for eReports
SPDES General Permit for
Stormwater Discharges From
Municipal Separate Storm Sewer Systems (GP-0-24-001)

Instructions

As required by Part V.B.2. and Part V.B.3. of GP-0-24-001, the MS4 Operator must submit the Annual Report and the Interim Progress Certification, respectively. As stated in Part V.B.5. of GP-0-24-001, all reports must be signed in accordance with Part X.J. of GP-0-24-001.

MS4 Operator Name: City of Newburgh

Permit ID: NYR20A 240

eReport Submission Number: HQK-YKM6-9V4SY

MS4 Operator Certification

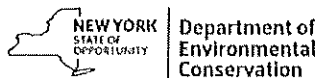
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name (please print or type)

Title

Signature

Date



RESOLUTION NO.: 50 - 2026

OF

MARCH 23, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT
IF AWARDED A CSX PRIDE IN SERVICE GRANT
IN AN AMOUNT NOT TO EXCEED \$5,000.00 FOR THE PURCHASE OF GEAR DRYERS
FOR THE CITY OF NEWBURGH FIRE DEPARTMENT

WHEREAS, the City of Newburgh Fire Department has expressed an interest in applying for a CSX Pride in Service grant; and

WHEREAS, said grant, if awarded, will provide funding for the purchase of gear dryers which will facilitate a faster return to service of turnout gear and water rescue suits; and

WHEREAS, if awarded, said grant will not exceed \$5,000.00 with no City match; and

WHEREAS, the City Council finds it to be in the best interests of the City of Newburgh and its citizens to apply for and accept such grant if awarded;

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 to accept if awarded a CSX Pride in Service grant in an amount not to exceed \$5,000.00 with no City-match for the purchase of gear dryers for the City of Newburgh Fire Department; 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 purchases funded thereby.



City of Newburgh

GRANT APPLICATION FORM

RECEIVED
2/26/20
(initials)

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.

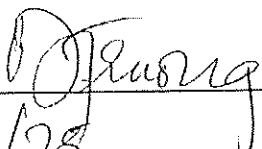
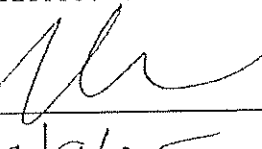
NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR		
NAME OF PROJECT FOR GRANT: Gear Dryer	NAME OF DEPARTMENT REQUESTING GRANT: Fire Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Chief Paul C Pullar
NAME OF GRANT/NAME OF AWARDING AGENCY: CSX Pride in Service Grant	GRANT SUBMITTAL DATE: ASAP	AMOUNT OF AWARD: \$5,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) Will require additional funds if other funding not found	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: Varied	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS: None
<p>PROJECT PLAN: Obtain gear Dryers for drying turnout gear and water rescue suits. Scope of Project: Purchase 2 gear dryers</p> <p>Key Stakeholders: Fire Department/City of Newburgh Members of Public</p> <p>Project Timeline: (ex. Dates) Spring 2026 purchase 1 or 2 gear dryers to assist in returning gear to service faster. Currently working with a company that has submitted four Grants, Leary Foundation, CSX Pride in service grant, Central Hudson Gas & Electric Sponsorship and Gary Sinise Foundation</p> <p>If additional funds are not received from other grants use funds from A.3412.0448 Other service cleaning and maintenance of turnout gear.</p>		



City of Newburgh

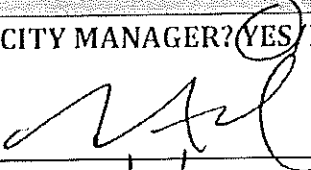
GRANT APPLICATION FORM

SECTION B. FOR REVIEW BY CITY COMPTROLLER	
GRANT MATCH REQUIREMENT REVIEWED? YES/NO:	NO
COMMENTS:	
IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO	NO
COMMENTS:	
STAFFING ISSUES REVIEWED? YES/NO:	NO N/A
COMMENTS:	
ANY ADDITIONAL COMMENTS:	
→ APPROVED BY CITY COMPTROLLER? YES/NO	
ASST.	
CITY COMPTROLLER SIGNATURE:	
DATE:	12/09/25
NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS ADMINISTRATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.	
SECTION D: FOR REVIEW BY CORPORATION COUNSEL	
→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO	
CORPORATION COUNSEL SIGNATURE:	
DATE:	12/9/25
Could add to 12/14 w.s. + council's meeting or defer + Jan	



City of Newburgh

GRANT APPLICATION FORM

SECTION C: FOR REVIEW BY CITY MANAGER	
→ APPROVED BY CITY MANAGER? YES/NO	(initials)
CITY MANAGER SIGNATURE:	
DATE:	3/9/26

RESOLUTION NO.: 51 - 2026

OF

MARCH 23, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT
IF AWARDED A GARY SINESE FOUNDATION GRANT
IN AN AMOUNT NOT TO EXCEED \$20,780.00 WITH A CITY MATCH
FOR THE PURCHASE OF GEAR DRYERS
FOR THE CITY OF NEWBURGH FIRE DEPARTMENT

WHEREAS, the City of Newburgh Fire Department has expressed an interest in applying for a grant from the Gary Sinese Foundation; and

WHEREAS, said grant, if awarded, will provide funding for the purchase of gear dryers which will facilitate a faster return to service of turnout gear and water rescue suits; and

WHEREAS, if awarded, said grant will not exceed \$20,780.00 with a City match to be derived from A.3412.0448; and

WHEREAS, the City Council finds it to be in the best interests of the City of Newburgh and its citizens to apply for and accept such grant if awarded;

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 to accept if awarded a the a grant from the Gary Sinese Foundation in an amount not to exceed \$20,780.00 with a City-match for the purchase of gear dryers for the City of Newburgh Fire Department; 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 purchases funded thereby.



City of Newburgh

GRANT APPLICATION FORM

RECEIVED
2/26/26
[Signature]

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: Gear Dryer	NAME OF DEPARTMENT REQUESTING GRANT: Fire Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Chief Paul C Pullar
NAME OF GRANT/NAME OF AWARDING AGENCY: Gary Sinise Foundation	GRANT SUBMITTAL DATE: ASAP	AMOUNT OF AWARD: \$20,780
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) Will require additional funds if other funding not found	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: Varied	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS: None
<p>PROJECT PLAN: Obtain gear Dryers for drying turnout gear and water rescue suits. Scope of Project: Purchase 2 gear dryers</p> <p>Key Stakeholders: Fire Department/City of Newburgh Members of Public</p> <p>Project Timeline: (ex. Dates) Spring 2026 purchase 1 or 2 gear dryers to assist in returning gear to service faster. Currently working with a company that has submitted four Grants, Leary Foundation, CSX Pride in service grant, Central Hudson Gas & Electric Sponsorship and Gary Sinise Foundation</p> <p>If additional funds are not received from other grants use funds from A.3412.0448 Other service cleaning and maintenance of turnout gear.</p>		



City of Newburgh

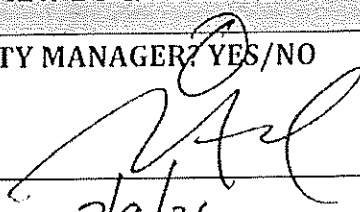
GRANT APPLICATION FORM

SECTION B. FOR REVIEW BY CITY COMPTROLLER	
GRANT MATCH REQUIREMENT REVIEWED? YES/NO:	NO
COMMENTS:	
IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO	NO
COMMENTS:	
STAFFING ISSUES REVIEWED? YES/NO:	NO N/A
COMMENTS:	
ANY ADDITIONAL COMMENTS:	
→ APPROVED BY CITY COMPTROLLER? YES/NO	
<i>Asst.</i>	
CITY COMPTROLLER SIGNATURE:	<i>[Signature]</i>
DATE:	<i>12/09/25</i>
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	
<i>[Signature]</i>	
CORPORATION COUNSEL SIGNATURE:	<i>[Signature]</i>
DATE:	<i>12/9/25</i>
DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:	
<i>could add to meeting to defer to Jan</i>	
<i>12/18 w.s. of Council</i>	



City of Newburgh

GRANT APPLICATION FORM

SECTION C: FOR REVIEW BY CITY MANAGER	
→ APPROVED BY CITY MANAGER? YES/NO	
(Acting) CITY MANAGER SIGNATURE: _____	
DATE: _____	3/9/26

RESOLUTION NO.: 52 - 2026

OF

MARCH 23, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT
IF AWARDED A CENTRAL HUDSON GAS & ELECTIC CORPORATION GRANT
IN AN AMOUNT NOT TO EXCEED \$20,780.00
FOR THE PURCHASE OF GEAR DRYERS
FOR THE CITY OF NEWBURGH FIRE DEPARTMENT

WHEREAS, the City of Newburgh Fire Department has expressed an interest in applying for a grant from the Central Hudson Gas & Electric Corporation; and

WHEREAS, said grant, if awarded, will provide funding for the purchase of gear dryers which will facilitate a faster return to service of turnout gear and water rescue suits; and

WHEREAS, if awarded, said grant will not exceed \$20,780.00 with no City match; and

WHEREAS, the City Council finds it to be in the best interests of the City of Newburgh and its citizens to apply for and accept such grant if awarded;

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 to accept if awarded a grant from the Central Hudson Gas & Electric Corporation in an amount not to exceed \$20,780.00 with no City-match for the purchase of gear dryers for the City of Newburgh Fire Department; 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 purchases funded thereby.



City of Newburgh

RECEIVED
2/26/26

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: Gear Dryer	NAME OF DEPARTMENT REQUESTING GRANT: Fire Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Chief Paul C Pullar
NAME OF GRANT/NAME OF AWARDING AGENCY: Central Hudson Gas & Electric	GRANT SUBMITTAL DATE: ASAP	AMOUNT OF AWARD: \$20,780
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND)	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: Varied	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS: None
<p>PROJECT PLAN: Obtain gear Dryers for drying turnout gear and water rescue suits. Scope of Project: Purchase 2 gear dryers</p> <p>Key Stakeholders: Fire Department/City of Newburgh Members of Public</p> <p>Project Timeline: (ex. Dates) Spring 2026 purchase 1 or 2 gear dryers to assist in returning gear to service faster. Currently working with a company that has submitted four Grants, Leary Foundation, CSX Pride in service grant, Central Hudson Gas & Electric Sponsorship and Gary Sinise Foundation</p>		



City of Newburgh

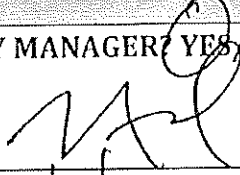
GRANT APPLICATION FORM

SECTION B. FOR REVIEW BY CITY COMPTROLLER	
GRANT MATCH REQUIREMENT REVIEWED? YES/NO:	NO
COMMENTS:	
IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO	NO
COMMENTS:	
STAFFING ISSUES REVIEWED? YES/NO:	NO N/A
COMMENTS:	
ANY ADDITIONAL COMMENTS:	
→ APPROVED BY CITY COMPTROLLER? YES/NO <i>Yes</i>	
CITY COMPTROLLER SIGNATURE:	<i>[Signature]</i>
DATE:	<i>12/09/18</i>
NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANT'S ADMINISTRATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.	
SECTION D: FOR REVIEW BY CORPORATION COUNSEL	
→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO <i>NO</i>	
CORPORATION COUNSEL SIGNATURE:	<i>[Signature]</i>
DATE:	<i>12/9/18</i>
DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING: <i>could add to 12/18 w/ Council meeting or defer to Jan.</i>	



City of Newburgh

GRANT APPLICATION FORM

SECTION C: FOR REVIEW BY CITY MANAGER	
→ APPROVED BY CITY MANAGER? YES/NO	
(Acting) CITY MANAGER SIGNATURE:	
DATE:	3/9/20

RESOLUTION NO.: _____ 53 _____ - 2026

OF

MARCH 23, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A LETTER AGREEMENT BETWEEN THE CITY OF NEWBURGH
AND THE FIRM OF PKF O'CONNOR DAVIES, LLP FOR AUDITING SERVICES FOR
FISCAL YEAR ENDING DECEMBER 31, 2025 FOR THE PRICE OF \$101,000.00

WHEREAS, the firm of PKF O'Connor Davies, LLP has worked diligently in connection with the preparation of the City of Newburgh auditing for fiscal years ending December 31, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024; and

WHEREAS, based on experience and work history the Comptroller has recommended that the firm of PKF O'Connor Davies, LLP be retained for fiscal year ending December 31, 2025; and

WHEREAS, this Council has reviewed the letter agreement attached hereto and has determined it to be in the best interests of the City to enter into the same;

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 a letter agreement with the firm of PKF O'Connor Davies, LLP for auditing services for the fiscal year ending December 31, 2025 for the price of \$101,000.00.



August 26, 2025

The Honorable City Council
City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550

Dear Members of the City Council:

This letter sets forth our understanding of the terms and objectives of our engagement, and the nature and scope of the services we will provide to the City of Newburgh, New York (the "Entity").

Prior to the commencement of our audit(s) we may not know if an audit performed in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* ("Uniform Guidance") is required. Consequently, this letter includes the words "if applicable" next to relevant single audit communication requirements.

Audit Scope and Objectives

We will audit the Entity's statements of the governmental activities, business-type activities, the discretely presented component unit, each major fund and the aggregate remaining fund information and the disclosures, which collectively comprise the basic financial statements of the Entity as of and for the year ended December 31, 2025 and issue our report thereon as soon as reasonably possible after completion of our work.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement the Entity's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Entity's RSI in accordance with auditing standards generally accepted in the United States of America, ("US GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by US GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Schedule of Funding Progress – Other Post-Employment Benefits
- Schedules of Contributions and Proportionate Share of the Net Pension Liability

PKF O'CONNOR DAVIES LLP
500 Mamaroneck Avenue, Harrison, NY 10528 | Tel: 914.381.8900 | Fax: 914.381.8910 | www.pkfod.com

PKF O'Connor Davies LLP is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.

We have also been engaged to report on supplementary information other than the RSI that accompanies the Entity's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS, *Government Auditing Standards* issued by the Comptroller General of the United States ("GAGAS") (if applicable), and the audit requirements of Title 2 U.S. *Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance") (if applicable), and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- Combining and Individual Fund Financial Statements and Schedules
- Schedule of Expenditures of Federal Awards (if applicable)

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- Introductory section of the Annual Comprehensive Financial Report
- Statistical section of the Annual Comprehensive Financial Report

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud, error, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the Entity or to acts by management or employees acting on behalf of the Entity; and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Because the determination of abuse is subjective, GAGAS do not expect auditors to provide reasonable assurance of detecting abuse. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, GAGAS (if applicable), and Uniform Guidance (if applicable) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct the audit in accordance with US GAAS, GAGAS (if applicable), and Uniform Guidance (if applicable), and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance (if applicable), and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with US GAAS, GAGAS (if applicable), and Uniform Guidance, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of

material misstatement, whether from (1) errors; (2) fraudulent financial reporting; (3) misappropriation of assets; or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may exist and not be detected by us even though the audit is properly planned and performed in accordance with US GAAS, GAGAS (if applicable), and Uniform Guidance (if applicable). In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements and on those programs we have determined to be major programs (if applicable). However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting or misappropriation of assets and any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit (if applicable). We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

The objectives for our audit also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with GAGAS (if applicable).
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with Uniform Guidance, Audits of States, Local Governments and Non-Profit Organizations (if applicable), the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Entity's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to GAGAS (if applicable).

Uniform Guidance (if applicable) requires that we also plan and perform the audit to obtain reasonable assurance about whether the Entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "Uniform Guidance Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the Entity's major programs. The purpose of these procedures will be to express an opinion on the Entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance. As required by Uniform Guidance, we will also perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to prevent or detect material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also include, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement when required based on our professional judgement.

After our planning is complete, we will communicate to management and those charged with governance, the significant risk(s) of material misstatement identified in our audit planning.

Audit Procedures – Internal Control

We will obtain an understanding of the Entity and its environment, including the system of internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements and the supplementary information, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to prevent and detect misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to GAGAS. An audit is also not designed to identify significant deficiencies or material weaknesses. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Entity's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Entity's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Reporting

We will issue a written report(s) upon completion of our audit of the Entity's financial statements and written reports required with audits performed in accordance with GAGAS and the Uniform Guidance (if applicable). Our reports will be addressed to management and those charged with governance of the Entity. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by GAGAS (if applicable).

The reports on internal control and compliance (if applicable) will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance; (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance; and (3) that the report is an integral part of an audit performed in accordance with GAGAS in considering internal control over financial reporting and compliance and Uniform Guidance in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form (if applicable) that summarize our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit.

We will also communicate with those charged with governance any (a) fraud involving senior management and other fraud that causes a material misstatement of the financial statements; (b) violations of laws or governmental regulations that come to our attention (unless they are clearly inconsequential); (c) disagreements with management and other serious difficulties encountered in performing the audit; and (d) various matters related to the Entity's accounting policies and financial statements.

Other Services

PKF O'Connor Davies will also prepare the financial statements of Entity in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

PKF O'Connor Davies will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. PKF O'Connor Davies, using professional judgment, reserves the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements and Supplementary Information

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, RSI, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information. (If special purpose framework, modify this paragraph)

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements and supplementary information to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

Management's responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the RSI and supplementary information in accordance with US GAAP; (2) you believe the RSI and supplementary information, including its form and content, is fairly presented in accordance with US GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the RSI and supplementary information.

Management is responsible for management decisions and assuming all management responsibilities; for designating an individual with suitable skill, knowledge, and/or experience to oversee the financial statement preparation or other non-attest services PKF O'Connor Davies provides; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of Uniform Guidance (if applicable). As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards (if applicable), and related notes. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. You are responsible for making all management decisions and assuming all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and related notes, and for accepting full responsibility for such decisions.

Management is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the Entity involving (1) management; (2) employees who have significant roles in internal control; and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Entity received in communications from employees, former employees, grantors, regulators or others. In addition, you are responsible for identifying and ensuring that the Entity complies with applicable laws, regulations, contracts, agreements and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. Additionally, as required by Uniform Guidance (if applicable), it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

In order to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements, management is responsible for establishing and maintaining effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities.

Management's responsibilities also include identifying any significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the audit objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. The Entity is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

At the conclusion of the engagement, we will request from management written confirmation concerning representations made to us in connection with the audit. The representation letter, among other things, will confirm management's responsibility for: (1) the preparation of the financial statements in conformity with US GAAP, (2) the availability of financial records and related data, and (3) the completeness and availability of all minutes of board meetings. Management's representation letter will further confirm that: (1) the effects of any uncorrected misstatements aggregated by us during the engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (2) we have been informed of, or that there were no incidences of, fraud involving management or those employees who have significant roles in the Entity's internal control. You will also be required to acknowledge in the management representation letter, when applicable, our assistance with preparation of the financial statements and related schedules, RSI and the schedule of expenditures of federal awards (if applicable) and that you have reviewed and approved the financial statements, aforementioned schedules and RSI, and related notes prior to their issuance and have accepted responsibility for them. We will place reliance on these representations in issuing our report.

In the event that we become obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, as a direct or indirect result of an intentional, knowing or reckless misrepresentation or provision to us of inaccurate or incomplete information by the Entity or, any elected official, member of management or employee thereof in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us against such obligations.

To the best of your knowledge, you are unaware of any facts which might impair our independence with respect to this engagement.

The financial statements are the property of the Entity and can be reproduced and distributed as management desires. However, you must notify us in advance and obtain our approval if you intend to make reference to our firm in a document that includes our auditors' report on the financial statements. Because our engagement does not contemplate the foregoing, there may be an additional fee in connection with our review of any such documents. In the event our auditor/client relationship has been terminated when the Entity seeks such consent, we will be under no obligation to grant such consent or approval.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute

information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

We understand that your accounting department personnel will assist us to the extent practicable in completing the audit. They will provide us with detailed trial balances, supporting schedules, and other information we deem necessary. A list of these schedules and other items of information will be furnished to you before we begin the audit. The timely and accurate completion of this information is an essential condition to our completion of the audit and the issuance of the audit report.

We keep documents related to this engagement in accordance with our records retention policy and applicable regulations or for any additional period requested by the applicable cognizant agency. If we are aware that a federal awarding agency or the Entity is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation. We do not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. Management, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries to the financial statements. It is our understanding that management has designated qualified individuals with the necessary expertise to be responsible and accountable for overseeing the acceptance and processing of such journal entries.

Non-reliance on oral advice

It is our policy to put all advice on which a client intends to rely in writing. We believe that is necessary to avoid confusion and to make clear the specific nature and limitations of our advice. You should not rely on any advice that has not been put in writing by our firm after a full supervisory review.

Electronic and other communication

During the course of the engagement, we may communicate with you or with Entity personnel via e-mail or other electronic means. You should be aware that communication in those media may be unsafe to use and present a risk of misdirection and/or interception by unintended third parties, or failed delivery or receipt. In that regard, you agree that we shall have no responsibility for any loss or damage to any person or entity resulting from the use of e-mail or other electronic transmissions, including any consequential, incidental, direct, indirect or special damages.

Access to working papers

During the course of this engagement, we will develop files of various documents, schedules and other related engagement information known as our working papers. As we are sure you can appreciate, these working papers may contain confidential information and our firm's proprietary data. You understand and agree that these working papers are, and will remain, our exclusive property. Except as discussed below, any requests for access to our working papers will be discussed with you before making them available to requesting parties:

- (1) Our firm, as well as other accounting firms, participates in a peer review program covering our audit and accounting practices. This program requires that once every three years we subject our system of quality control to an examination by another accounting firm. As part of this process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected for review. If it is, the other firm is bound by professional standards to keep all information confidential.

(2) We may be requested to make certain working papers available to regulators pursuant to authority given to them by law, regulation or subpoena. Such regulators may include (i) a federal agency providing direct or indirect funding or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities; (ii) the American Institute of Certified Public Accountants; and (iii) the State Board of Accountancy. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to them. The regulator may intend, or decide, to distribute the photocopies or information contained therein to others, including other government agencies.

Fees and billing

The components of our fees for the fiscal year ending December 31, 2025 are detailed below:

Basic Audit Fee	\$ 74,500
Federal Single Audit	13,500
NYS DOT Audit (if necessary)	2,500
NYS AFR Preparation	6,000
ACFR Preparation	<u>4,500</u>
	<u>\$ 101,000</u>

The above quoted fee includes the compliance audit of one major program in accordance with Uniform Grant Guidance. If the City requires more than one major program to be audited, it will be an additional cost estimated to range from \$4,500 and \$6,500.

The fee is based on anticipated cooperation from your personnel, audit condition of the books and records and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Our fees for these services are due and payable under the payment schedule which follows. Invoices for additional amounts that may be incurred for these and other services will be rendered as such work progresses and are payable upon presentation.

<u>Payments will be due</u>	<u>Percentage</u>
Upon completion of our audit field work	75%
Upon submission of the final report and management letter	<u>25%</u>
	<u>100%</u>

Our hourly rates for any additional services for the initial year of the engagement are detailed below. This rate will increase by 3% each year in the subsequent years.

Level	2025
Sr. Partner/Partner	\$350-360
Director	\$300-310
Manager	\$270-280
Supervisor	\$245-255
Senior Accountant	\$220-230
Associate	\$175-185

Liability

Any and all claims by the Entity arising under this engagement must be commenced by the Entity within one year following the date on which our firm delivered our report on the financial statements associated with this engagement, or the date the Entity is informed of the engagement's termination in the event our report is not delivered, for any reason.

Our firm's maximum liability to the Entity for any reason relating to the services under this letter shall be limited to three times the fees paid to the firm for the services or work product giving rise to liability, except to the extent it is finally determined that such liability resulted from the willful or intentional misconduct or fraudulent behavior of the firm. In no event shall the firm be liable to the Entity, whether a claim be in tort, contract or otherwise, for any consequential, special, indirect, lost profit or similar damages.

Reimbursement

You agree to reimburse our firm, its partners, principals and employees, to the fullest extent permitted by law for any expense, including compensation for our time at our standard billing rates and reimbursement for our out-of-pocket expenses and reasonable attorneys' fees, incurred in complying with or responding to any request (by subpoena or otherwise) for testimony, documents or other information concerning the Entity by any governmental agency or investigative body or by a party in any litigation or dispute other than litigation or disputes involving claims by the Entity against the firm. This agreement will survive termination of this engagement.

Dispute resolution

Any claim or controversy ("dispute") arising out of or relating to this engagement, the services provided thereunder, or any other services provided by or on behalf of the firm or any of its subcontractors or agents to the Entity or at its request (including any dispute involving any person or entity for whose benefit the services in question are or were provided). This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Venue shall be in either Orange or Westchester County. Each party waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Any proceedings arising out of and/or relating to this engagement shall be resolved by a judge trial without a jury and the right to a jury trial is waived, to the fullest extent permitted by applicable law.

Any claim by our firm seeking payment of our fees and disbursements related to this engagement and the services provided hereunder shall be brought in a federal or state court of appropriate jurisdiction sitting without a jury. YOU AND OUR FIRM IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING RELATED TO NON-PAYMENT OF ANY OF OUR FEES AND DISBURSEMENTS.

This engagement will be governed by the laws of the State of New York, without giving effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.

Corporate Transparency Act/Beneficial Ownership Reporting

Assisting you with your future, potential compliance requirements with the Corporate Transparency Act ("CTA"), including beneficial ownership information ("BOI") reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. However, currently, CTA enforcement is suspended. The scope and implications of this suspension are subject to change as legal proceedings continue. Despite this development, businesses may still have compliance obligations once the legal status is clarified. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA's reporting requirements and issues surrounding the collection of relevant ownership information.

Hosting services

In order to maintain our independence in accordance with the AICPA's Code of Professional Conduct, we cannot host or maintain any client information. You are expected to retain all financial and non-financial information including anything you upload to a portal and are responsible for downloading and retaining anything we upload in a timely manner. Portals are only meant as a method of transferring data, are not intended for the storage of client information, and may be deleted at any time. You are expected to maintain control over your accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of your data or records. Giving us access to your accounting system does not make us hosts of information contained within.

Employment of firm partner or professional employee

The Entity acknowledges that hiring current or former PKF O'Connor Davies personnel participating in the engagement may be perceived as compromising our objectivity, and depending on the applicable professional standards, impairing our independence in certain circumstances. Accordingly, prior to entering into any employment discussions, with such known individuals, you agree to discuss the potential employment, including any applicable independence ramifications, with the engagement partner responsible for the services.

In addition, during the term of this Engagement Letter and for a period of one (1) year after the services are completed, we both agree not to solicit, directly or indirectly, or hire the other's personnel participating in the engagement without express written consent. If this provision is violated, the violating party will pay the other party a fee equal to the hired person's annual salary in effect at the time of the violation to reimburse the estimated costs of hiring and training replacement personnel.

Confirmation and other

Jeffrey Shaver is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

GAGAS require that we provide you with a copy of our most recent external peer review report, and any subsequent peer review reports received during the period of the contract. Our latest peer review report accompanies this letter.

We will provide copies of our reports to the Entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Our audit engagement for each year ends on delivery of our audit report covering that year. Requests for services other than those included in this engagement letter will be agreed upon separately.

PKF O'Connor Davies LLP ("LLP") and PKF O'Connor Davies Advisory LLC ("Advisory") practice in an alternative practice structure in accordance with applicable law, regulations and professional standards. LLP provides attest services to its clients. Advisory is not a registered CPA firm and does not provide audit or attest services. LLP has a contractual arrangement with Advisory, whereby Advisory provides LLP with professional and support personnel to perform professional services on behalf of LLP. In connection with our services, we may share information that we currently have and/or receive in the future between LLP and Advisory. Unless you indicate otherwise, your acceptance of the terms of this engagement shall be understood by us as your consent for LLP, Advisory and its employees to share confidential information between LLP and Advisory. LLP and Advisory have policies in place that require their employees to maintain as confidential all client information that is not otherwise publicly available.

All rights and obligations set forth herein shall become the rights and obligations of any successor firm to PKF O'Connor Davies, LLP by way of merger, acquisition or otherwise.

If this letter correctly expresses your understanding of the terms of our engagement, including our respective responsibilities, please sign the enclosed copy where indicated and return it to us.

We are pleased to have this opportunity to serve you.

Very truly yours,

PKF O'Connor Davies, LLP
PKF O'Connor Davies, LLP

/Enc.

The services and terms described in the foregoing letter are in accordance with our requirements and are acceptable to us.

CITY OF NEWBURGH, NEW YORK

BY: _____

TITLE: _____

DATE: _____

PKF O'Connor Davies, LLP is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.

* * *



REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

January 25, 2024

To the Partners of PKF O'Connor Davies, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of PKF O'Connor Davies, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act; audits of employee benefit plans; and examinations of services organizations (SOC 1 and SOC 2 engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Davie Kaplan, CPA, P.C.
1000 First Federal Plaza · Rochester, New York 14614
Tel: 585-454-4161 · Fax: 585-454-2573 · www.daviekaplan.com

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of PKF O'Connor Davies, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. PKF O'Connor Davies, LLP has received a peer review rating of *pass*.

Davie Kaplan, CPA, P.C.

DAVIE KAPLAN, CPA, P.C.

Davie Kaplan, CPA, P.C.
Certified Public Accountants

RESOLUTION NO.: 54 -2026

OF

MARCH 23, 2026

A RESOLUTION AMENDING THE 2026 PERSONNEL ANALYSIS BOOK
TO ADD ONE PUBLIC SAFETY ATTENDANT POSITION
IN THE POLICE DEPARTMENT

WHEREAS, the City Manager proposes to add one Public Safety Attendant position in the Police Department; and

WHEREAS, the City Council has determined that adding one Public Safety Attendant position in the Police Department will promote economy and efficiency within the Department; the same being in the best interests of the City of Newburgh;

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

RESOLUTION NO. 55 - 2026

OF

MARCH 23, 2026

**A RESOLUTION AUTHORIZING THE EXTENSION OF TIME TO CLOSE TITLE AND
AMENDING THE TERMS AND CONDITIONS OF SALE FOR PROPERTY
LOCATED AT 75 WISNER AVENUE (SECTION 25, BLOCK 4, LOT 25)**

WHEREAS, by Resolution No.: 197-2025 of September 8, 2025, the Council of the City of Newburgh, New York, authorized the sale of 75 Wisner Avenue (Section 25, Block 4, Lot 25) to Miguel Trinidad Cahuasi; and

WHEREAS, the purchaser requested a 60-day extension of time to close title for the purpose of completing his financing requirements, and the City Manager granted the request to extend the time to close title until February 6, 2026; and

WHEREAS, the purchaser has been diligently pursuing financing requirements and meeting financing conditions for the purchase of the property, one such condition being the addition of a co-signor to the purchase and financing documents; and

WHEREAS, the purchaser has requested additional time to close title to the property and permission to add his fiancée, Hilda Llancari, as a co-signor to the purchase documents; and

WHEREAS, this Council has determined that granting such request would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Hilda Llancari be confirmed as a co-purchaser of the property, and that an extension of time to close title for the property located at 75 Wisner Avenue is hereby authorized until June 19, 2026.

RESOLUTION NO.: 197 - 2025

OF

SEPTEMBER 8, 2025

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 75 WISNER AVENUE (SECTION 25, BLOCK 4, LOT 25)
AT PRIVATE SALE TO MIGUEL TRINIDAD CAHUASI
FOR THE AMOUNT OF \$200,000.00

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

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

WHEREAS, the City of Newburgh desires to sell a parcel of real property identified as 75 Wisner Avenue, being more accurately described as Section 25, Block 4, Lot 25 on the official tax map of the City of Newburgh; and

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

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

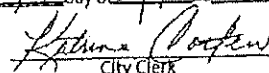
NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before Monday, December 8, 2025, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
75 Wisner Avenue	25 - 4 - 25	Miguel Trinidad Cahuasi	\$200,000.00

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

I, Katrina Cotten, City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held Sept. 8, 2025 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 9th day of Sept. 2025


City Clerk

RESOLUTION NO.: 56 - 2026

OF

MARCH 23, 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
APPOINTING JASON MORRIS TO BE THE INTERIM CITY MANAGER
OF THE CITY OF NEWBURGH
PURSUANT TO SECTION C5.01(C) OF THE CITY CHARTER.

WHEREAS, Section C5.01(C) provides, in relevant part, that in the event that a vacancy occurs in the office of City Manager due to resignation, the City Council shall designate an appointed officer to serve as Interim City Manager; and

WHEREAS, it is appropriate and necessary to designate an appointed officer as Interim City Manager for the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Jason Morris, Commissioner of Public Works, be and is hereby appointed to the position of Interim City Manager pursuant to Section C5.01(C) of the City Charter effective at 4:00 pm on March 31, 2026.