



**INDUSTRIAL DEVELOPMENT AGENCY**

83 Broadway, Newburgh, NY 12550

(845) 569-7369 [idadirector@cityofnewburgh-ny.gov](mailto:idadirector@cityofnewburgh-ny.gov)

## **BOARD MEETING**

6:30 p.m., Monday, November 17, 2025  
Newburgh Recreation Center  
401 Washington Street, Newburgh, NY

### **AGENDA**

1. Roll Call
2. Proof of Notice of Meeting
3. Public Hearing – 191 Washington Street, LLC
4. Reading and approval of minutes for October 20, 2025
5. Report of the Treasurer  
Approval of Treasurer’s Report for October 2025  
Approval of payment of bills for October 2025
6. Chairperson’s Report
7. Counsel’s Report
8. Executive Director’s Report
9. New Business

*Resolution # 2025-11-17-01, Provident Bank CD*

*Resolution # 2025-11-17-02, Approval of 1-Year and 2-Year Budgets*

*Resolution # 2025-11-07-03, Award of Video Recording and Livestreaming Services for the Agency*

10. Old Business
11. Adjournment

NOTICE OF PUBLIC HEARING  
ON PROPOSED PROJECT  
AND FINANCIAL ASSISTANCE  
RELATING THERETO

Notice is hereby given that a public hearing pursuant to Section 859-a(2) of the General Municipal Law of the State of New York (the "Act") will be held by the City of Newburgh Industrial Development Agency (the "Agency") on the 17th day of November 2025 at 6:30 p.m., local time, Newburgh Activity Center, 401 Washington Street, Newburgh, New York in connection with the following matters:

On or about August 4, 2025, 191 Washington Street LLC, a New York limited liability company (the "Company"), or such other person(s) or entities as may be designated by the Company and agreed upon by the Agency (those designated persons or entities included in the definition of the Company), submitted an application to the Agency, which was revised by the Company on or about September 30, 2025 (collectively, the "Application"), a copy of which Application is on file at the office of the Agency, requesting that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project consisting of the following: (A) the acquisition of an interest in parcels of real property consisting of approximately 40,000 square foot parcel of real property located at 191 Washington Street, Newburgh, New York (the "Land"), (2) the rehabilitation and conversion of an existing historic building on the Land to a mixed-use residential and commercial building totaling approximately 22,000 square feet and the construction and improvement of two new mixed-use residential and commercial buildings each totaling 20,000 square with principal commercial uses across the buildings consisting of a brewery and commercial retail space and the Project contemplated by the Agency in connection with the foregoing is limited to the non-residential, commercial portions of such rehabilitation and new construction totaling approximately 14,000 square feet (collectively, the "Facility"), and (4) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property (collectively, the "Equipment") (the Land, the Facility, and the Equipment hereinafter collectively referred to as the "Project Facility"), (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency.

The Agency is considering whether (A) to undertake the Project, and (B) to provide certain exemptions from taxation with respect to the Project, including (1) exemption from mortgage recording taxes with respect to any documents, if any, recorded by the Agency with respect to the Project in the office of the County Clerk of Orange County, New York or elsewhere, (2) exemption from deed transfer taxes on any real estate transfers, if any, with respect to the Project, (3) exemption from sales taxes relating to the acquisition, construction, renovation and installation of the Project Facility, and (5) in the event that the Project Facility would be subject to real property taxation if owned by the Company but shall be deemed exempt from real property taxation due to the involvement of the Agency therewith, exemption from real property taxes (but not including special assessments and special ad valorem levies), if any, with respect to the commercial portions only of the Project Facility, subject to the obligation of the Company to make payments in lieu of taxes with respect to the Project Facility. If any portion of the Financial Assistance to be granted by the Agency with respect to the Project is not consistent with the Agency's uniform tax exemption policy, the Agency will follow the procedures for deviation from such policy set forth in Section 874(4) of the Act prior to granting such portion of the Financial Assistance.

At its regular meeting held on October 20, 2025, the Company made a request to the Agency (the "Pilot Request") to enter into a payment in lieu of tax agreement (the "Proposed Pilot Agreement") on the commercial portions of the Project only, which terms deviate from the Agency Uniform Tax Exemption

Policy (the "Policy"). (Capitalized terms not otherwise defined herein are defined in the Policy which can be viewed at <https://newburghindustrialdevelopmentagency.org/wp-content/uploads/2025/01/2025-Uniform-Tax-Exempt-Policy-UTEP.pdf>. At the Agency meeting, the Agency approved a Public Hearing Resolution. The public hearing (the "Public Hearing") to consider the Project will be held on November 17, 2025.

If the Agency determines to proceed with the Project, the Project Facility will be acquired, constructed, reconstructed and installed by the Agency and will be leased (with an obligation to purchase) or sold by the Agency to the Company or its designee pursuant to a project agreement (the "Agreement") requiring that the Company or its designee make certain payments to the Agency.

The Agency has not yet made a determination pursuant to Article 8 of the Environmental Conservation Law (the "SEQR Act") regarding the potential environmental impact of the Project.

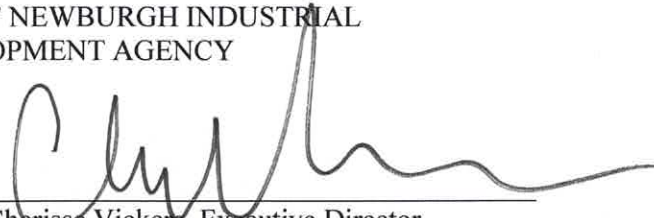
The Agency will at said time and place hear all persons with views on either the location and nature of the proposed Project, or the Financial Assistance being contemplated by the Agency in connection with the proposed Project. A copy of the Application filed by the Company with the Agency with respect to the Project, including an analysis of the costs and benefits of the Project, is available for public inspection during business hours at the offices of the Agency. The entire Project will be considered at the Public Hearing. A transcript or summary report of the hearing will be made available to the members of the Agency.


Additional information can be obtained from, and written comments may be addressed to: Cherisse Vickers, Executive Director, City of Newburgh Industrial Development Agency, 83 Broadway, Newburgh, New York 12550; Telephone: 845-569-7369.

Dated: October 28, 2025.

CITY OF NEWBURGH INDUSTRIAL  
DEVELOPMENT AGENCY

BY: s/

  
Cherisse Vickers, Executive Director

**NEWBURGH**  
**IDA**   
**INDUSTRIAL DEVELOPMENT AGENCY**  
**BOARD OF DIRECTORS MEETING**  
Minutes of October 20, 2025

The Board of Directors of the City of Newburgh IDA met on Monday, October 20 at 6:45 pm at 401 Washington Street, Newburgh, NY 12550.

Present:

Board Members: Michael Nepl, Chair  
Vickiana DeMora, Treasurer  
Alexandra Church, Vice Chair  
Sharonda Powell, Secretary

Staff: Cherisse Vickers, Executive Director

Counsel: Robert McLaughlin, Esq., Whiteman Osterman & Hanna LLP

Guests: Sisha Ortuzar, 191 Washington Street LLC.  
Michael N'Dolo, MRB Group  
Philippe Pierre, 104 Washington Street LLC.  
Matthew Stoddard, Iron Workers Local 417

1. **Roll Call:** Michael Nepl, Chair called the meeting to order at 6:45 pm. A quorum was declared to be met.

2. **Proof of Meeting Notice:** Michael Nepl, Chair observed that the Notice of the meeting was properly sent and accepted.

3. **Reading and Approval of June 30, 2025, Meeting Minutes and August 11, 2025, Special Meeting Minutes:**

Meeting Minutes from the Board meeting of June 30, 2025, and special meeting of August 11, 2025, were distributed to the Board via e-mail.

**Motion to approve June 30, 2025, meeting minutes and August 11, 2025, special meeting minutes as presented:**

Ms. Church: Motion to approve the minutes

Ms. DeMora: Motion seconded

**VOTE: Unanimously passed**

4. **Report of the Treasurer; Approval of Payment of Bills:**

Vickiana DeMora presented the June, July, August and September Treasurer's Report to the Board.

**Motion to approve June, July, August and September 2025 Treasurer's Report**

Ms. Church: Motion to approve

Ms. DeMora: Motion seconded

**VOTE: Unanimously passed**

**Motion to approve June, July, August and September 2025 Bill Payments**

Ms. Church: Motion to approve

Ms. DeMora: Motion seconded

**VOTE: Unanimously passed**

5. **Report of the Chair:**

Mr. Nepl did not have anything to share with the Board.

6. **Counsel's Report:**

Mr. McLaughlin provided a brief report, noting that none of the projects approved in April, May, or June have been completed yet. Counsel explained that applicants are still addressing various outstanding issues, though progress is being made. Mr. McLaughlin expressed optimism that one or two of the projects may reach completion by the end of the year. Regarding the FSH Hotel project, Mr. McLaughlin mentioned that the developers are still in the process of securing financing, but progress appears to be moving in a positive direction, despite the lack of any definitive updates at this time. Mr. McLaughlin concluded by noting that there is one matter related to the City Local Development Corporation (LDC) listed on the current meeting agenda, which will be discussed later in the meeting.

7. **Executive Director's Report:**

Ms. Vickers reported that over the past few weeks, she attended a meeting with the Orange County Partnership alongside other executive directors from across the county.

The purpose of the meeting was to share information about the activities of their respective Industrial Development Agencies (IDAs) and to encourage greater collaboration among them. Ms. Vickers noted that the Agency remains quite active and busy compared to others in the county, which she viewed as a positive sign. Ms. Vickers also attended a SEDAC meeting with the Vice Chair, during which they discussed the idea of holding a future retreat to help determine the Advisory Committee's future direction. Ms. Vickers reminded board members that the next IDA meetings are scheduled for November 17 and December 15, noting that these dates should not conflict with City events but may overlap with personal schedules during the holiday season. Ms. Vickers asked Board members to inform her in advance if they expect to be unavailable. Finally, the executive director mentioned that she will soon be reaching out to everyone to schedule committee meetings focused on budget planning and policy readoption for the upcoming year.

8. **New Business:**

*Resolution #2025-10-20-01, Public Hearing for 191 Washington Street LLC*

Mr. Ortuzar provided a detailed update on the redevelopment project located at the former school site on Washington Street. Mr. Ortuzar explained that while the overall concept of the project remains largely the same, there has been a major change since the initial application for a PILOT (Payment in Lieu of Taxes) with the IDA — the project has transitioned from a market-rate mixed-use development to an affordable housing project. Due to this change, the development team is now seeking two separate PILOT agreements: one from the City Council for the residential portion, and one from the IDA for the commercial portion. The project involves the historic renovation of the existing school building and the construction of two new buildings alongside it. It will include 70 affordable housing units priced at 80% of the Area Median Income (AMI). On the commercial side, the anchor tenant will be Snowfall Brewing, a family-friendly brewery, along with a turnkey food stall to be operated by a local business that will complement the brewery. The site design will create a pedestrian plaza and open green space between the buildings, emphasizing human-scale design and community accessibility. The total project cost is approximately \$31 million. Funding sources include \$2.6 million from the Momentum Fund (Round 1 award), around \$21 million in loans from CPC and HCR, and about \$7 million in private equity, all of which are fully committed. The property did not generate taxes until 2022, when it was purchased from the school district, and since then it has contributed about \$125,000 in taxes. All major funding components—equity, lending, and state support—are in place, with the PILOTs being the final remaining requirement before construction can begin. The original project, approved in 2023, was designed as a market-rate mixed-use development supported by a 15-year IDA PILOT and had strong community support. However, financial realities made the market-rate version infeasible. In 2024, the development team pivoted to an affordable housing model, which provided access to state funding and the Momentum Fund but rendered the original PILOT agreement invalid. The project is expected to

generate 34 construction jobs and 41 permanent jobs, with approximately \$5.5 million in annual earnings from those jobs and about \$11 million in annual household spending related to the project, according to MRB's report. Beyond the economic benefits, the redevelopment will preserve a significant mid-century architectural structure, revitalize a blighted property, and help stimulate growth along William Street by transforming it into a vibrant community asset. Mr. Ortuzar concluded by stating that the development team is requesting a 30-year PILOT, consistent with affordable housing regulations. All other approvals and financing are in place, and this PILOT represents the final step needed for the project to move forward.

Mr. N'Dolo from MRB Group delivered a presentation to the Board outlining the findings of two analyses related to the Washington Street redevelopment project: the Test of Reasonableness and the Cost-Benefit Analysis. Mr. N'Dolo began by explaining that MRB is an engineering, architecture, and economic development consulting firm that currently serves 42 IDAs across New York State and has conducted more than 300 similar studies. The Test of Reasonableness evaluates whether the financial assistance requested from the IDA is necessary for the project to succeed and whether the level of abatement requested is appropriate and not overly generous. The analysis reviewed the developer's financial model, which included detailed assumptions about project costs, revenues, debt service, and cash flow. MRB examined all underlying assumptions provided in the developer's spreadsheet, tested them for validity, and benchmarked them against current market standards such as interest rates, capitalization rates, and loan-to-value ratios. Because the project is an affordable housing development, rental rates for the residential component are regulated at 80% of the Area Median Income, so those values were accepted as fixed. However, MRB did review the commercial rent assumptions, operating expenses, and escalation factors for reasonableness. The analysis assumed that all sources of financial support, including the City's proposed PILOT and the Momentum Fund award, would be realized as part of the project's capital stack. Based on these tests, MRB determined that the project would achieve a debt service coverage ratio consistent with underwriting standards required by HCR and CPC. The anticipated equity returns also fell within normal benchmark ranges, meaning the financial assistance requested from the IDA is both necessary and reasonable to make the project viable. The second analysis, the Cost-Benefit Analysis, assessed the economic and fiscal impacts of the project compared to the cost of the IDA's proposed tax abatement. The analysis only measured the portion of assistance provided by the IDA, not the City or other entities. The project is expected to create 34 construction jobs generating approximately \$3 million in wages and 41 permanent jobs producing about \$2.3 million in annual wages, which over 30 years equates to roughly \$100 million in total wages. In terms of fiscal impact, MRB compared tax revenue outcomes under two scenarios: if the project does not move forward and if it proceeds under the proposed PILOT. Over the 30-year term, the project would generate more than \$1 million in new property tax revenue to the City and other taxing jurisdictions. Because the property was historically tax-exempt, all this revenue represents new income. The estimated cost of the commercial abatement was approximately \$633,000, while the project would generate about \$271,000 in PILOT payments over the same period. Including additional

local fiscal benefits such as construction and operational sales taxes, the project's total local benefit was estimated at around \$1.8 million, compared to about \$1.1 million in total costs. For reference, MRB also evaluated the potential impact if the City grants a PILOT for the residential portion of the project. Mr. N'Dolo concluded that the proposed incentives are financially justified and that the project would deliver significant economic and community benefits relative to the level of IDA assistance requested.

Mr. Neppl explained that one of the main reasons for appointing City staff to the IDA was to create an Agency that is more transparent, open, and accountable to both the appointing authority and the taxpayers. As part of that effort, the IDA implemented a practice of referring residential projects to the City Council for review and approval, ensuring that elected officials—not appointed members—grant enhanced financial benefits for housing developments. For mixed-use projects, only the residential portion is sent to the City Council, while the commercial component remains under the IDA's jurisdiction. Mr. Neppl clarified that although this process has not yet been formally codified in the new Uniform Tax Exemption Policy (UTEP), the IDA is already operating under these principles in practice. The 191 Washington Street project is the first project to proceed under this new approach, marking an important milestone in applying this policy. Mr. Neppl took the opportunity to thank the development team for their patience and commitment throughout the process, noting that they have presented the project to the City Council, the IDA, and the public multiple times. Mr. Neppl emphasized that the project is widely recognized as one of the most significant and impactful developments currently proposed in the City of Newburgh, particularly within a corridor that is in urgent need of catalytic investment. He concluded by affirming that the 191 Washington project exemplifies exactly the type of transformative development that the City seeks to encourage.

Mr. McLaughlin noted that the draft document currently under review was missing the PILOT schedule. Mr. McLaughlin requested that the Board approve an amendment allowing staff to add the PILOT schedule later that evening. Mr. McLaughlin also mentioned that a deviation letter needs to be sent to the taxing authorities, identical to the one previously issued for this project. Mr. McLaughlin stated that both the updated PILOT schedule and the deviation letter would be prepared and provided to the director by the next morning for signature and formal distribution to all relevant taxing jurisdictions.

Ms. Church expressed strong support for the project, noting that it represents a return to the core purpose of an IDA. Ms. Church commended the team for their work and encouraged moving the project forward as quickly as possible.

Mr. Neppl requested guidance from the council on the proper procedure for introducing an amendment from the floor. Mr. Neppl explained that the intent was to make a motion for a resolution approving the financial assistance requested by the applicant. This assistance would include sales tax and mortgage recording tax exemptions, as well as a PILOT (Payment in Lieu of Taxes) agreement for the commercial portion of the project,

as outlined by the consultant, MRB.

Ms. Church: Motion to approve as amended

Ms. DeMora: Motion seconded

A roll call was taken for the vote.

Mr. Neppel: Yes

Ms. Church: Yes

Ms. DeMora: Yes

Ms. Powell: Yes

**VOTE: Unanimously passed**

*Resolution #2025-10-20-02, Nunc Pro Tunc Provident Bank CD*

Mr. McLaughlin explained that this resolution pertains to a certificate of deposit that matured around August 19th and was subsequently renewed. Since the Board did not hold any meetings in August, the renewal could not be formally approved at that time. Mr. McLaughlin clarified that the term “*nunc pro tunc*” means “now for then,” indicating that the Board’s approval being sought today is retroactive, serving as a procedural housekeeping measure to officially ratify the renewal that has already occurred.

Ms. Church: Motion to approve

Ms. DeMora: Motion seconded

A roll call was taken for the vote.

Mr. Neppel: Yes

Ms. Church: Yes

Ms. DeMora: Yes

Ms. Powell: Yes

**VOTE: Unanimously passed**

*Resolution #2025-10-20-03, IV5 Limited Waiver of Local Labor Policy for IV5 Newburgh South Logistics Center LLC Project – Structural Steel*

Mr. McLaughlin explained that the Agency’s local labor policy requires the use of local labor, with certain exceptions permitted. For this project, previously approved by the Board in the spring, the general contractor and the local steelworkers’ union reached an agreement to utilize 50% of local labor, with the work to be performed by WelBuild Construction. Both the developer and the union consented to this reduced local labor percentage. The resolution under consideration serves to formally document this arrangement as a permitted variation from the Agency’s standard local labor policy.

Mr. Neppel added that he wanted to make clear for the public record that the local labor union is in agreement with this waiver.

Ms. Church: Motion to approve  
Ms. DeMora: Motion seconded

A roll call was taken for the vote.

Mr. Neppl: Yes  
Ms. Church: Yes  
Ms. DeMora: Yes  
Ms. Powell: Yes

**VOTE: Unanimously passed**

*Resolution #2025-10-20-04, IV5 Limited Waiver of Local Labor Policy for IV5 Newburgh South Logistics Center LLC Project- Precast Walls*

Mr. McLaughlin explained that this resolution, similar to the previous one, concerns a waiver of the Agency's local labor policy to permit 50% local labor participation. The waiver applies specifically to the installation of precast walls, which will be performed by Northeast Precast LLC. Mr. Laughlin noted that this arrangement has been reviewed and approved by local labor, indicating their agreement with the reduced local labor requirement.

Ms. Church: Motion to approve  
Ms. DeMora: Motion seconded

A roll call was taken for the vote.

Mr. Neppl: Yes  
Ms. Church: Yes  
Ms. DeMora: Yes  
Ms. Powell: Yes

**VOTE: Unanimously passed**

*Resolution #2025-10-20-05, The City of Newburgh LDC Initial Dissolution Matters*

Mr. McLaughlin explained that this resolution represents the first step toward the anticipated dissolution of the City of Newburgh Local Development Corporation (LDC), an entity originally established in 1985. Mr. McLaughlin noted that discussions regarding the LDC's dissolution have been going for several years—since at least 2018 or 2019—between himself and Assistant Corporation Counsel, Jeremy Kaufman. Mr. McLaughlin stated that the LDC's current situation is complicated by the fact that none of its original Board members remain active. Therefore, the initial action required is the approval of this resolution, which will permit amendments to the LDC's by-laws so that new Board members can be appointed. Once that step is completed, Counsel and Corporation Counsel will proceed with preparing and submitting the necessary dissolution filings to the New York Secretary of State and the Charities Bureau, given the LDC's status as a not-

for-profit corporation. Mr. McLaughlin added that once the filings are ready, a meeting of the reconstituted LDC board will be scheduled to vote formally—either in favor or against—dissolving the corporation. If approved, the final dissolution paperwork will be filed, completing the process. Mr. McLaughlin concluded by noting that although the effort was delayed by the COVID-19 pandemic, he is optimistic that the dissolution can be finalized relatively quickly. Mr. Nepl expressed his appreciation to Mr. McLaughlin for his extensive work on the matter, as well as to City Manager, Todd Venning and Assistant Corporation Counsel, Jeremy Kaufman for their continued involvement. Mr. Nepl acknowledged that the dissolution of the City of Newburgh Local Development Corporation (LDC) has been a long-term effort and noted that the LDC currently holds certain assets that must be properly addressed as part of the dissolution process. This is why approval from the Charities Bureau is required—to ensure the appropriate disposition and legal handling of those assets. Mr. Nepl emphasized that while an LDC can be a valuable tool for economic or community development, the existing iteration of this LDC is no longer functional and cannot be effectively repaired. Therefore, dissolution represents the most practical and responsible course of action. Mr. Nepl concluded by noting that the option remains open to reestablish or reconstitute a new LDC in the future, should the City find it beneficial to do so.

Ms. Church: Motion to approve

Ms. DeMora: Motion seconded

A roll call was taken for the vote.

Mr. Nepl: Yes

Ms. Church: Yes

Ms. DeMora: Yes

Ms. Powell: Yes

**VOTE: Unanimously passed**

9. **Old Business:**

Labor Policy

Mr. Nepl began by welcoming representatives from local labor and developers in attendance, noting that the purpose of this discussion was not to hold a formal panel but rather to enter into the record that the IDA does have a local labor policy—one that, in his view, needs revision. Mr. Nepl stated that all parties—the IDA, developers, and labor representatives—seem to agree that the policy requires updates, especially as the Agency transitions to a bifurcated approach under the amended Uniform Tax Exemption Policy (UTEP). Under this new structure, the City Council will handle financial incentives for residential and mixed-use residential projects, while the IDA will retain authority over the commercial components, typically the ground floor portions. Mr. Nepl observed that this division creates challenges in applying the local labor policy consistently across projects that are only partially under IDA jurisdiction. Mr. Nepl also mentioned that

aspects of the policy, such as the OSHA-30 and drug-testing requirements, may be outdated and not well aligned with current union or trade workforce practices. Recognizing that he had covered a broad range of points, Mr. Neppl turned the discussion over to Ms. Vickers and Agency counsel to help organize the framework for a more focused dialogue.

Ms. Vickers explained that developers have communicated challenges in moving their projects forward due to the local labor policy, which has, in some cases, delayed closings and project execution. Ms. Vickers said the goal of this discussion was to give developers an opportunity to formally share those concerns with the Board and receive feedback. Since no written comments had been submitted prior to the meeting, Ms. Vickers invited any developers present to speak.

Mr. Pierre responded with an update on his mixed-use affordable housing project, noting that when it was originally approved and funded, it did not anticipate the IDA's local labor policy or prevailing wage requirements. As a result, the project's financial structure—what he described as a “capital stack lasagna”—did not include room for prevailing wage labor costs. Mr. Pierre said that meeting those requirements now could significantly delay or even jeopardize the project. While emphasizing that his team supports local labor and that many involved are Newburgh residents, Mr. Pierre pointed out that smaller, primarily residential projects may struggle to comply with the policy, even if they fully support their intent.

Mr. Neppl asked Agency counsel whether the IDA could, in its approving resolutions, include language conditioning financial assistance on a project labor agreement (PLA). Mr. McLaughlin replied that such provisions have been included by agencies and are legally permissible. Mr. McLaughlin noted, however, that state law requires prevailing wage compliance if a project receives more than 30% of its funding from state assistance, including IDA incentives and other public subsidies for affordable housing. Projects meeting that threshold must pay prevailing wage, which can lead some developers to withdraw from IDA participation. Mr. McLaughlin added that including PLAs aligns with the IDA's mission to promote job creation, community benefit, and tax base growth while ensuring local labor opportunities, rather than relying on outside workers from other states.

Ms. Church sought clarification about the distinction between prevailing wage and local labor, noting that in her government work, prevailing wage rates are clearly set by the state, while the IDA's local labor policy does not necessarily mean union labor. Ms. Church asked labor representatives to confirm whether they sometimes negotiate separate rates with specific projects outside prevailing wage requirements. Mr. Stoddard confirmed that Ms. Church was correct, reiterating that the prevailing wage requirement only applies when total public assistance exceeds 30%. Below that threshold, the IDA's local labor policy governs, which does not mandate union labor or prevailing wage. Instead, it focuses on ensuring a certain percentage—approximately 85%—of local workers, defined broadly to include any qualified tradespeople from the Hudson Valley

region, not just union members. Mr. Stoddard added that unions have many members living in the community and could work with developers to find competitive, mutually beneficial arrangements that meet IDA goals and keep local residents employed.

Mr. Neppl concluded that this will be an ongoing conversation, emphasizing that all stakeholders—the IDA, developers, labor representatives, and the City Council—share a common goal of getting projects built while ensuring that the economic growth Newburgh expects in the coming decade genuinely benefits the local workforce. Mr. Neppl stressed that major development should be translated into jobs and income for local tradespeople. Ms. Church agreed, adding that the IDA’s recent approval of two local labor waivers demonstrated the Board’s willingness to be flexible and find balanced, practical solutions.

10. **Adjournment**

A motion to adjourn was made by Ms. Church and seconded by Ms. DeMora. Unanimously passed at 7:48 pm.

**CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY  
TREASURER'S REPORT NOVEMBER 17, 2025 MEETING  
October**

**OPERATING Account #2847**

**Opening Balance** As of October 1, 2025 **\$290,687.98**  
from bank statement

<u>Deposits</u>	<u>Payor</u>	<u>Amount</u>	<u>Remarks</u>
	10/1/2025 T-Mobile	5,483.46	
	10/1/2025 AT&T	4,116.60	
	10/2/2025 Central Hudson	2,285.51	
	10/6/2025 FSH Newburgh Hotel	1,379.50	
	10/7/2025 Transfer from IV5 Laboring Monitoring Account 5325	2,155.00	Check #1377 for Loewke Brill should have been paid out of account #5325
	10/27/2025 FSH Newburgh Hotel	5,338.75	
	10/30/2025 Dish Network	1,500.00	
	10/31/2025 Interest Paid	775.91	Interest Rate 3.03%
	<b>TOTAL DEPOSITS 2847</b>	<b>\$23,034.73</b>	

**Disbursements**

	<u>Payee</u>	<u>Amount</u>	<u>Remarks</u>
ACH	10/29/2025 MRB Group	6,244.75	Invoice 70429
ACH	10/29/2025 EC Media Group, LLC	1,842.50	Invoice 049919
ACH	10/30/2025 QuickBooks	81.09	Monthly payment
ACH	10/31/2025 Mid Hudson Times	171.62	Newspaper Notice for Public Hearing 11/17/25
	<b>TOTAL CHECKS &amp; DISBURSEMENTS 2847</b>	<b>\$8,339.96</b>	

**Closing Balance** As of October 31, 2025 **\$305,382.75 Op Acct #2847**

**PAYROLL Acct #8243**

<b>Opening Balance</b>	As of October 1, 2025	<b>\$68,647.30</b>
Debit	10/1/2025 Net Pay (part of gross wages)	3,827.04 09/15/25-09/28/25
Debit	10/1/2025 Employer Payroll Tax + Employee WH (part of gross wages)	1,345.80 09/15/25-09/28/25
Debit	10/2/2025 Payroll Fees September 2025	82.18
Debit	10/15/2025 Net Pay (part of gross wages)	3,755.20 09/29/25-10/12/25
Debit	10/15/2025 Employer Payroll Tax + Employee WH (part of gross wages)	1,314.28 09/29/25-10/12/25
Debit	10/15/2025 Net Pay (part of gross wages)	3,320.63 10/13/25-10/26/25
Debit	10/15/2025 Employer Payroll Tax + Employee WH (part of gross wages)	1,128.79 10/13/25-10/26/25
	<b>Total Monthly Payroll Expense</b>	<b>\$14,773.92</b>
Credit	10/31/2025 Interest Paid	152.98 Interest Rate 3.03%
<b>Closing Balance</b>	As of October 31, 2025	<b>\$54,026.36 Payroll Acct #8243</b>

**APPLICATIONS FUND Account #2855**

<b>Opening Balance</b>	As of October 1, 2025	<b>\$14,151.44</b>
<b>Closing Balance</b>	As of October 31, 2025	<b>\$14,151.44 App Fund Acct #2855</b>

**LESSOR/TENANT Account #2863**

<b>Opening Balance</b>	As of October 1, 2025	<b>\$2,578.42</b>
Interest Income	10/31/2025 Interest Paid	\$6.55 Interest Rate 3.03%
<b>Closing Balance</b>	As of October 31, 2025	<b>\$2,584.97 Lessor Acct #2863</b>

**LABOR MONITORING FSH Hotel Account #7072**

<b>Opening Balance</b>	As of October 1, 2025	<b>\$15,014.79</b>
<b>Closing Balance</b>	As of October 31, 2025	<b>\$15,014.79 Labor Monitor Acct FSH Hotel #7072</b>

**MONEY MARKET Account #2871**

<b>Opening Balance</b>	As of October 1, 2025	<b>\$1,315,554.68</b>
Interest Income	10/31/2025 Interest Paid	3,342.95 Interest Rate 3.03%
<b>Closing Balance</b>	As of October 31, 2025	<b>\$1,318,897.63 MM Acct #2871</b>

**LABOR MONITORING IV5 Account #5325**

<b>Opening Balance</b>	As of October 1, 2025	<b>\$71,000.00</b>
Debit	10/7/2025 Transfer to Operating Account 2847	2,155.00 Check #1377 for Loewke Brill should have been paid out of this account
<b>Closing Balance</b>	As of October 31, 2025	<b>\$68,845.00 Labor Monitor IV5 Acct #5325</b>

**PROVIDENT BANK Account #4346**

<b>Opening Balance</b>	As of October 1, 2025	<b>\$0.00</b>
<b>Closing Balance</b>	As of October 31, 2025	<b>\$0.00 PROVIDENT BANK Acct #4346</b>

**PROVIDENT BANK Account #5683**

<b>Opening Balance</b>	As of October 1, 2025	<b>\$4,412,023.19</b>
Interest Income	Interest paid through 10/19/25	\$30,950.34 4.14% Interest
<b>Closing Balance</b>	As of October 31, 2025	<b>\$4,442,973.53 PROVIDENT BANK Acct #5683</b>

**CITY OF NEWBURGH  
INDUSTRIAL DEVELOPMENT AGENCY**

**Resolution No. 2025-11-17-01**

**RESOLUTION AUTHORIZING  
RENEWAL OF CERTIFICATE OF DEPOSIT  
WITH PROVIDENT BANK**

A regular meeting of City of Newburgh Industrial Development Agency (the “Agency”) was convened in public session at the Newburgh Activity Center, 401 Washington Street, Newburgh, New York on November 17, 2025, at 6:30 o'clock p.m., local time.

The meeting was called to order by the Chair of the Agency and, upon roll being called, the following members of the Agency were:

**PRESENT:**

Michael Nepl	Chair
Alexandra Church	Vice Chair
Vickiana DeMora	Treasurer
Sharonda Powell	Acting Secretary

**ABSENT:**

**AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:**

Cherisse Vickers	Executive Director
Robert J. McLaughlin, Esq.	Agency Counsel

The following resolution was offered by \_\_\_\_\_, seconded by \_\_\_\_\_, to wit:

WHEREAS, the City of Newburgh Industrial Development Agency (the “Agency”) is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act” or the “Act”) and Chapter 577 of the 1982 Laws of New York, as amended, constituting Section 913 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial,

manufacturing, warehousing, commercial, and research and recreation facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, Section 858 of the New York General Municipal Law authorizes the Agency to designate the depositories of its money either within or without the state; and

WHEREAS, the Agency has previously approved the appointment of Provident Bank for some of its commercial banking services; and

WHEREAS, the Agency maintains a certificate of deposit account (“CD Account”) with Provident Bank which matures on or about November 19, 2025; and

WHEREAS, the Agency desires to renew CD Account with Provident Bank at maturity.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. The Agency hereby approves the renewal of the CD Account with Provident Bank, at the next maturity scheduled for November 19, 2025.

Section 2. The Chair or Executive Director is hereby authorized (i) to determine the best renewal rate of the CD Account which maximizes the return on the invest to the Agency, and (ii) to take all reasonable actions necessary to implement the provisions thereof.

Section 3. This Resolution shall become effective upon the date so adopted.

The question of the adoption of the foregoing resolution was duly put to vote on roll call, which resulted as follows:

Michael Nepl	VOTING
Alexandra Church	VOTING
Vickiana DeMora	VOTING
Sharonda Powell	VOTING

The foregoing resolution was thereupon declared duly adopted this 17th day of November, 2025.

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

I, the undersigned Acting Secretary of City of Newburgh Industrial Development Agency (the “Agency”), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency held on November 17, 2025 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the “Open Meetings Law”), said meeting was open to the general public, and due notice of the time and place of said meeting was given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this \_\_\_ day of November, 2025.

\_\_\_\_\_  
Acting Secretary

(SEAL)

CITY OF NEWBURGH  
INDUSTRIAL DEVELOPMENT AGENCY

## Resolution No. 2025-11-17-02

### APPROVING AGENCY'S OPERATING BUDGET FOR FISCAL YEARS 2026-2030

A regular meeting of City of Newburgh Industrial Development Agency (the "Agency") was convened in public session at Newburgh Activity Center, 401 Washington Street, Newburgh, New York on November 17, 2025, at 6:30 o'clock p.m., local time.

The meeting was called to order by the Chair of the Agency and, upon roll being called, the following members of the Agency were:

PRESENT:

Michael Nepl	Chair
Alexandra Church	Vice Chair
Vickiana DeMora	Treasurer
Sharonda Powell	Acting Secretary

ABSENT:

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Cherisse Vickers	Executive Director
Adrianna Huaynalaya	Financial Administrator
Robert J. McLaughlin, Esq.	Agency Counsel

The following resolution was offered by \_\_\_\_\_, seconded by \_\_\_\_\_, to wit:

WHEREAS, the City of Newburgh Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act" or the "Act") and Chapter 577 of the 1982 Laws of New York, as amended, constituting Section 913 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, and research and recreation facilities, among others, for the purpose of promoting, attracting and

developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration ; and

WHEREAS, in connection with its purposes and powers, the Agency incurs various operating expenses and costs; and

WHEREAS, the Executive Director of the Agency has prepared a budget for the Agency's operating expenses and costs for Fiscal Years 2026 through Fiscal Year 2030 (the "2026-2030 Agency Budget"), as required by the New York State Authorities budget Office, as set forth in the attached Exhibit "A;" and

WHEREAS, in accordance with Section 861 of the Act, the Agency has filed a copy of the proposed 2026-2030 Agency Budget with the City Clerk of the City of Newburgh and has mailed or delivered a copy of the proposed 2026-2030 Agency Budget to the chief executive officer and governing body of the City of Newburgh and made available for public inspection and comment the 2026-2030 Agency Budget at least twenty (20) day prior to the adoption of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. The Agency hereby approves the 2026-2030 Agency Budget, as set forth in the attached Exhibit "A."

Section 2. The Agency hereby authorizes the Executive Director of the Agency to file the approved 2026-2030 Agency Budget with the City Clerk of the City of Newburgh.

Section 3. The Agency hereby authorizes the Chairperson, the Executive Director and Agency Counsel to take all steps necessary to implement the matters described herein.

Section 4. This Resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to vote on roll call, which resulted as follows:

Michael Neppl	VOTING
Alexandra Church	VOTING
Vickiana DeMora	VOTING
Sharonda Powell	VOTING

The foregoing resolution was thereupon declared duly adopted.



**EXHIBIT A**

CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY  
OPERATING BUDGET FOR FISCAL YEARS 2026 THROUGH 2030

***Proposed 2026  
Budget***

---

***Revenue & Financial Sources***

**Operating Revenues:**

Charges for Services	\$3,000	
Rental & Financing Income	343,235	
Other Operating Income	0	
<b><i>Sub-total</i></b>		<b>\$346,235</b>

**Non Operating Revenues:**

Investment Earnings	285,826	
<b><i>Sub-total</i></b>		<b>285,826</b>

<b><i>Total Revenues &amp; Financing Sources</i></b>		<b>\$632,061</b>
--	--	------------------

***Expenditures***

**Operating Expenditures:**

Salaries & Wages	\$133,171	
Professional Services contracts	155,541	
Other Operating Expenditures	105,829	
<b><i>Sub-total</i></b>		<b>\$394,540</b>

**Non-Operating Expenditures:**

Grants and donations	\$0	
<b><i>Sub-total</i></b>		<b>\$0</b>

<b><i>Total Expenditures</i></b>		<b>\$394,540</b>
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Excess (deficiency) of revenues over expenditures		<b>\$237,521</b>
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City of Newburgh Industrial Development Agency (IDA)  
Budget and Financial Plan

**Budgeted Revenues, Expenditures, and Changes in Current Net Assets**

	Proposed 2026	Proposed 2027	Proposed 2028	Proposed 2029	Proposed 2030
<b>Revenue and Financial Sources</b>					
<u>Operating Revenues</u>					
Charges for Services	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Rental and Financing Income	\$343,235.03	\$151,852.98	\$152,656.42	\$157,431.51	\$161,721.47
Other Operating Income	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>Non Operating Revenues</u>					
Investment Earnings	\$285,826.00	\$294,400.78	\$303,232.81	\$312,329.79	\$321,699.69
State Subsidies/Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Federal Subsidies/Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Municipal Subsidies/Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Public Authority Subsidies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Non/Operating Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>Proceeds from the Issuance of Debt</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Revenues and Financing Sources</b>	<b>\$632,061.04</b>	<b>\$449,253.76</b>	<b>\$458,889.23</b>	<b>\$472,761.30</b>	<b>\$486,421.15</b>
<b>Expenditures</b>					
<u>Operating Expenditures</u>					
Salaries & Wages	\$133,170.50	\$137,165.62	\$141,280.58	\$145,519.00	\$149,884.57
Other Employee Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Professional Services Contracts	\$155,540.76	\$160,206.99	\$165,013.19	\$169,963.59	\$175,062.50
Supplies & Materials	\$2,639.97	\$2,719.17	\$2,800.75	\$2,884.77	\$2,971.31
Other Operating Expenditures	\$103,189.21	\$106,284.89	\$109,473.43	\$112,757.64	\$116,140.37
<u>Nonoperating Expenditures</u>					
Payment of principal on bonds and financing arrangements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest and other financing charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subsidies to other public authorities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Capital asset outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grants and donations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Non-Operating Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Expenditures</b>	<b>\$394,540.45</b>	<b>\$406,376.66</b>	<b>\$418,567.96</b>	<b>\$431,125.00</b>	<b>\$444,058.75</b>
<b>Capital Contributions</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Excess (deficiency) of revenues and capital contributions over expenditures:</b>	<b>\$237,520.59</b>	<b>\$42,877.10</b>	<b>\$40,321.27</b>	<b>\$41,636.30</b>	<b>\$42,362.40</b>

CITY OF NEWBURGH  
INDUSTRIAL DEVELOPMENT AGENCY

## Resolution No. 2025-11-17-03

### AWARD OF VIDEO RECORDING AND LIVESTREAMING SERVICES FOR THE AGENCY

A regular meeting of City of Newburgh Industrial Development Agency (the “Agency”) was convened in public session at the Newburgh Activity Center, 401 Washington Street, Newburgh, New York on November 17, 2025, at 6:30 o'clock p.m., local time.

The meeting was called to order by the Chair of the Agency and, upon roll being called, the following members of the Agency were:

PRESENT:

Michael Nepl	Chair
Alexandra Church	Vice Chair
Vickiana DeMora	Treasurer
Sharonda Powell	Acting Secretary

ABSENT:

NONE.

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Cherisse Vickers	Executive Director
Adriana Huaynalaya	Financial Administrator
Robert J. McLaughlin, Esq.	Agency Counsel

The following resolution was offered by \_\_\_\_\_, seconded by \_\_\_\_\_, to wit:

WHEREAS, the City of Newburgh Industrial Development Agency (the “Agency”) is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act” or the “Act”) and Chapter 577 of the 1982 Laws of New York, as amended, constituting Section 913 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, and research and recreation facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic

deterioration; and

WHEREAS, under Section 858 of the Act, the Agency is authorized and empowered to make contracts and leases, and to execute all instruments necessary or convenient to or with any person, firm, partnership or corporation, either public or private; and

WHEREAS, the Agency's Procurement Policy authorizes the Executive Director to receive written/fax quotations from at least three (3) vendors for public works or services under \$20,000; and

WHEREAS, the Agency solicited written quotes from qualified firms to provide professional video recording and livestreaming services for Agency meetings; and

WHEREAS, the Agency received three (3) written quotes from vendors.

WHEREAS, because of the Agency requirement under the Act to livestream all open meetings, the Agency is required to enter into a contract with a vendor as of the date of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. The Agency hereby engages EC Media Group (the "Vendor") to provide professional video recording and livestreaming services to the Agency for its meetings commencing with this meeting upon a contract substantially in the form placed before the Board at this meeting.

Section 2. The Chair and the Executive Director of the Agency are each hereby authorized to take all reasonable actions necessary to implement the provisions hereof.

Section 3. This Resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to vote on roll call, which resulted as follows:

Michael Nepl	VOTING
Alexandra Church	VOTING
Vickiana DeMora	VOTING
Sharonda Powell	VOTING

The foregoing resolution was thereupon declared duly adopted.

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

I, the undersigned Acting Secretary of City of Newburgh Industrial Development Agency (the “Agency”), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency held on November 17, 2025 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the “Open Meetings Law”), said meeting was open to the general public, and due notice of the time and place of said meeting was given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this \_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_

Acting Secretary

(SEAL)

**Video Recording and  
Livestreaming Services Agreement**

This VIDEO RECORDING AND LIVESTREAMING SERVICES AGREEMENT (this "Agreement"), dated as of January 1, 2026, between the **CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY**, City Hall, Third Floor, 83 Broadway, Newburgh, New York 12550, hereinafter called the "Agency," and **EC MEDIA GROUP, LLC**, hereinafter called the "Contractor."

**1. Services**

The Contractor agrees to provide complete video recording and livestreaming services to the Agency during the exclusive term of this agreement. The scope of services under this Agreement includes, but is not limited to, the following:

- A. Provide video recording and livestreaming of all regular or special Agency meetings.
- B. Upload all video, audio, slides of the foregoing meetings per the direction of the Agency's Executive Director.
- C. Communicate with the Agency's Executive Director for video recording and livestreaming needs.
- D. Source all technical production elements required to fulfill Agency's video recording and livestreaming requirements.

**2. Term**

A term of twelve (12) months, commencing on January 1, 2026, and concluding December 31, 2026, unless sooner terminated as hereinafter provided.

**3. Compensation**

A. As compensation for the services performed under this Agreement, Agency shall pay the Contractor the following:

- (i) For each meeting up to three (3) hours of livestream duration, measured from the commencement of any such meeting, the flat sum of \$1,842.50, payable monthly within thirty (30) days of the conclusion of any meeting.
- (ii) In the event the live stream exceeds three (3) hours, the additional hour(s) or part thereof will be invoiced at a rate of \$200 per hour.

B. Contractor shall not be entitled to reimbursement for any fees and expenses incurred by Contractor in connection with providing services under this Agreement unless agreed in advance by the Agency.

**4. Assignment Prohibited**

The Contractor shall not assign this Agreement or any part of it, nor delegate any obligation

imposed by this Agreement without the prior written consent of the Agency. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors and assigns of the Agency and the Contractor.

**5. Responsibility of Contractor**

A. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished under this Agreement. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies.

B. The Contractor shall be solely responsible for ensuring compliance with all federal, state, local and other laws and regulations, including all rules and regulations of the Federal Communications Commission, relating to the provision of video recording, audio recording, and livestreaming services contemplated by this Agreement.

**6. Time of Completion**

Services will be completed in a timely manner.

**7. Independent Contractor**

The Contractor acknowledges that they are an independent contractor and that the Agency shall not be responsible for the withholding of any federal, state or local taxes, nor the payment of any federal, state and local taxes (including social security, Medicare and unemployment taxes), nor shall the Contractor be entitled to participate in any benefits or plans offered by the Agency to its employees, including, but not limited to pension, retirement benefits and health insurance.

**8. Indemnification**

The Contractor shall indemnify and hold harmless the Agency against injury, loss or damage and costs and expenses (including reasonable attorney fees) suffered or incurred by the Agency as a result of the negligence of the Contractor in performing services under this Agreement or as a result of any breach of this Agreement by the Contractor, or as a result of the violation of any federal, state or local law, rule or regulation concerning the provision of video recording, audio recording and livestreaming services contemplated by the Agreement..

**9. Termination of Agreement**

This Agreement may be terminated by the Agency at any time, with or without cause, effective upon delivery of Notice thereof to the Contractor. Should the Agreement be so terminated, all video recordings, audio recordings, broadcast rights and all related documents and materials in connection with the services herein shall immediately returned to the Agency, and the Contractor shall have no right or claim to the same. Additionally, the Contractor shall immediately return to the Agency all property and equipment of the Agency in the possession of the Contractor.

**10. Ownership of Video Recordings, Audio Recordings, Livestreaming Rights and Related Documents and Materials**

All video recordings, audio recordings, livestreaming rights, documents, graphic material, photographs, and other materials prepared by the Contractor pursuant to the Agreement shall be deemed the property of the Agency and the Agency shall be entitled to physical possession of the same whether complete or in progress. All copyrights, broadcast rights, and other rights in and to the same shall at all time be, and at all times remain, the sole and exclusive property of the Agency and Contractor shall not use the same for any purpose without the express written consent of the Agency.

**11. Decisions Under this Agreement**

The Agency will determine the acceptability of the services provided under the Agreement, and will decide all questions that may arise relative to the proper performance of this Agreement, and its decision shall be final and conclusive.

**12. Waiver**

No failure or delay on the part of the Agency in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof or the exercise of any other right or power hereunder. The remedies herein are in addition to those available in law or equity, and the Agency need not pursue any rights it might otherwise before pursuing payment and/or performance by the Agency.

**13. Insurance**

The Contractor, at its sole cost and expense, shall during the Term, procure, pay for and keep in full force and effect: (i) commercial general liability policies of insurance, including insurance against assumed or contractual liability and product liability under this agreement and the operations of its production and any employees, agents, successors, concessionaires, or contractors of the Contractor a combined single limit with respect to bodily injury or death to any number of persons in anyone occurrence and property damage shall be not less than ONE MILLION DOLLARS (\$1,000,000.00). All policies shall be written on an "occurrence" rather than a "claims-made" basis. Such policies are to be written by a company authorized and licensed to issue such policies in the State of New York. A certificate evidencing such insurance with evidence of payment shall be delivered to the Agency within five (5) days of this Agreement. Each policy evidencing insurance required to be carried by the Contractor pursuant to this section shall contain the following provisions and/or clauses: (i) a provision including the Agency and any other parties in interest designated by the Agency as additional insured's, (ii) a waiver by the insurer of any right of subrogation against the Agency, its agents, employees and representatives which arises or might arise by reason of any payment under such policy or by reason of any act or omission of the Agency, its agents, employees or representatives; and (iii) if permissible by law and within insurer's internal policies, a provision that the insurer will not cancel, materially change or fail to renew the coverage provided by such policy without first giving the Agency thirty (30) days prior written notice.

#### **14. Notices**

All notices pursuant to this Agreement shall be in writing and shall be delivered by email to the receiving party at the following email addresses: if to the Agency; email address: [idadirector@cityofnewburgh-ny.gov](mailto:idadirector@cityofnewburgh-ny.gov), Attention: Executive Director; and if to the Contractor; email address: [everettcollie@live.com](mailto:everettcollie@live.com); attention: Everett Collie. A copy of all notices to the Agency shall be simultaneously sent to legal counsel for the Agency, email address: [rmclaughlin@woh.com](mailto:rmclaughlin@woh.com); Attention: Robert J. McLaughlin.

#### **15. Representations and Warranties**

Each party warrants, represents and agrees that it is not under any disability, restriction or prohibition, either contractual or otherwise, with respect to its right to execute this Agreement or to fully perform its terms and conditions and that the execution and performance of this Agreement will not subject the other party to any liability provided Contractor complies with the terms hereof. Further, the Contractor hereby represents, warrants, covenants and agrees that (a) all equipment provided hereunder will be in first class, excellent condition throughout the Term, maintained regularly and upgraded or replaced on a state of the art basis, but in any event in a manner consistent with the manufacturer's recommended service cycles; (b) all personnel rendering services on behalf of the Contractor will be experienced, qualified, trained individuals and will render such services on a first-class, workmanlike basis; and (c) all such personnel and equipment will have all required consents, permits, licenses and other documentation necessary to perform all of Contractor's services hereunder as and when required, in connection with which the Contractor acknowledges that the timely provision of such services and equipment is of the essence of this agreement. Accordingly, the Contractor acknowledges that the Agency may suffer immediate and irreparable damage, which may not be easily calculated in monetary terms, and the Agency will therefore be entitled to seek specific performance and other equitable relief, and with respect to which the Contractor will be responsible for any and all replacement and related costs (including "rush" or other expedited fees) incurred by or on behalf of the Agency in connection with any such failure.

#### **16. Choice of Law; Venue**

This Agreement shall be exclusively governed by the laws of the State of New York and exclusively subject to the jurisdiction of the courts of the United States and New York in Orange County.

#### **17. Severability**

If any provision of this Agreement is held to be unenforceable by a court or arbitrator, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If a court or arbitrator determines that any portion of this Agreement is overbroad or unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.

**18. Entire Agreement**

Any term or provision of this Agreement may be waived at any time by the party or parties entitled to the benefit thereof by a written instrument duly executed by such party or parties. Otherwise, this Agreement contains the entire understanding of the parties hereto relating to the subject matter hereof and cannot be changed or terminated by the parties hereto except by an instrument signed by both parties.

**19. Counterparts**

This Agreement will not become effective until executed by both parties. This Agreement may be signed in two (2) or more counterparts, which shall together comprise a single agreement. An emailed signed copy of this Agreement shall be fully enforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement as of January 1, 2026.

**CITY OF NEWBURGH  
INDUSTRIAL DEVELOPMENT AGENCY**

**EC MEDIA GROUP**

**By:** \_\_\_\_\_  
**Name:** Michael Nepl  
**Title:** Chair

**By:** \_\_\_\_\_  
**Name:**  
**Title:**