

1. Common Council Meeting

Common Council Meeting -1

Documents:

0 CCM CALENDAR 1.12.26.PDF
J-1 COUNCIL RESO - HUDSON VIEW PEEKSKILL LLC - (23.69-5-2) TAX CERT
RESOLUTION.PDF
J-2 COUNCIL RESO - WATER DEPARTMENT - 2025 ANNUAL DAM
CERTIFICATION SIGNATURE RESO.PDF
J-3 COUNCIL RESO - YOUTH BUREAU IIK-RISING STARS GRANT AWARD
ACCEPTANCE.PDF
J-4 COUNCIL RESO - YOUTH BUREAU NYSOCFS GRANT RISING TIDE BOAT
PROGRAM -2025-2026.PDF
J-5 COUNCIL RESO - YOUTH BUREAU OCFS-2025-2026 LIFT AWARD.PDF
J-6 COUNCIL RESO 01.12.2026 EXTEND ESTHER STREET CLOSURE.PDF
J-7 1 COUNCIL RESO - LEGAL - AUTHORIZING PROFESSIONAL SERVICES
AGREEMENTS 2026.PDF
J-7 2 LEGAL REVISED MEMO RE RENEWAL OF AGREEMENTS FOR
PROFESSIONAL SERVICES.PDF
J-7 3 LEGAL IRA S LEVY - TAX CERTIORARI COUNSEL ENGAGEMENT
LETTER - 2026.PDF
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GORDON.PDF
J-7 6 LEGAL OSULIIVAN RETAINER_CITY OF PEEKSKILL_2026.PDF
J-7 7 LEGAL COP - SPECIAL COUNCIL - STEVEN LEVENTHAL -
ENGAGEMENT LETTER 2026 (4919-2634-1510.1).PDF
J-7 8 LEGAL MUNISTAT ENGAGEMENT LETTER 2026.PDF
J-8 1 COUNCIL RESO - CITY MANAGER - APPOINTMENT OF KEANE BEANE
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PROGRAM.PDF

CALENDAR
PEEKSKILL COMMON COUNCIL
HYBRID MEETING - VIA - TELECONFERENCE AND IN-PERSON
(See information below to Join)
January 12, 2026

PLEDGE OF ALLEGIANCE TO THE FLAG

INVOCATION

- A. MEETING CALLED TO ORDER
- B. ROLL CALL
- C. READING OF THE MINUTES OF THE DECEMBER 22, 2025 AND JANUARY 1, 2026 MEETINGS
- D. PUBLIC COMMENTS ON AGENDA ITEMS
- E. COMMUNICATIONS
- F. DEPARTMENT HEAD AND CITY MANAGER REPORTS - Quality of Life/Projects and Grants
- G. NEW BUSINESS

REGULAR AGENDA

- 1. Reso. re: Hudson View Peekskill Tax Certiorari Settlement
 - 2. Reso. re: Annual Dam Certifications for Hollowbrook and Upper and Lower Wiccoppee III
 - 3. Reso. re: Accept Grant Award Invest in Kids
 - 4. Reso. re: Accept Build a Boat Grant OCFS
 - 5. Reso. re: Accept Grant Summer Lift OCFS
 - 6. Reso. re: Esther Street Closure Extension
 - 7. Reso. re: Professional Services - Assessor and Legal
 - 8. Reso. re: Reappoint Keane and Beane, P.C. as City Attorney
 - 9. Reso. re: Termination of Westchester Power ESA Agreement - CCA
- H. CITIZENS DESIRING TO BE HEARD
 - I. ADJOURNMENT

DATE: January 12, 2026
PEEKSKILL, NEW YORK

The City of Peekskill Common Council Meeting of Monday, January 12, 2026, shall be a hybrid meeting, and as such residents may attend in person in the Common Council Chambers or via ZOOM (instructions below). The Committee of the Whole Meeting is at 6:30pm. There is no public comment during this meeting. The Common Council Meeting starts at 7:00pm (or as soon thereafter).

Public Comment is welcome at the appropriate time as noted on the agenda. (Agenda items are at the beginning and non-agenda items at the end - Citizens Desiring to be Heard).

Public Comments on Agenda Items may be made three ways:

1. E-MAILED PUBLIC COMMENT ON AGENDA ITEMS - comments must be emailed to City Clerk at credd@cityofpeekskillny.gov by 12:00 pm on Monday, January 12, 2026 for consideration by the Common Council. This is a strict deadline. E-mailed public comments will no longer be read. They will be entered into the record.
2. ZOOM PUBLIC COMMENT ON AGENDA ITEMS - The public can Log in to address agenda items only. The three-minute limit will be strictly enforced.
3. IN PERSON - A three-minute limit will be strictly enforced.

This chat should be used for Official Business ONLY. Please use the chat to address the Chair when you wish to speak. You are asked to state your name and address. Refrain from using the CHAT ROOM for conversing with one another. If you use the Chat Room to converse, you may be removed from the meeting.

Only one person can speak at a time. No foul language is to be used. If there are any flyers citizens wish to share, they must be emailed and received to City Manager, Matthew Alexander at malexander@cityofpeekskillny.gov and City Clerk, Cassandra Redd at credd@cityofpeekskillny.gov to the meeting. They can share these items as long as they are sent in advance.

The public can listen to this conference call via the Government Channel and the cityofpeekskill.com website. The meeting will be recorded and later transcribed.

Dial 1-929-205-6099

Meeting ID: 8448259348

TIMETABLE

6:30 pm - Committee of the Whole Meeting
7:00 pm - Common Council Meeting

Join Zoom Meeting

<https://us06web.zoom.us/j/8448259348>

CITY OF PEEKSKILL COMMON COUNCIL
PEEKSKILL, NEW YORK

AGENDA BILL

SUBJECT: RESOLUTION AUTHORIZING THE SETTLEMENT OF TAX CERTIORARI PROCEEDINGS WITH HUDSONVIEW PEEKSKILL, LLC.	FOR AGENDA OF: 01/12/2026		AGENDA # J-1
	DEPT. OF ORIGIN:	ASSESSMENT	
	DATE SUBMITTED:	12/19/2025	
	DEPARTMENT HEAD:	ROBERT MORIN	
	EXHIBITS:		
APPROVED BY CITY ATTORNEY		ELG	
APPROVED BY COMPTROLLER		JgJ	
APPROVED BY CITY MANAGER FOR SUBMISSION		mca	

EXPENDITURE REQUIRED	\$49,967.99	AMOUNT BUDGETED	\$49,967.99	APPROPRIATION REQUIRED	N/A
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SUMMARY STATEMENT

THIS RESOLUTION AUTHORIZES THE SETTLEMENT OF TAX CERTIORARI PROCEEDINGS WITH HUDSONVIEW PEEKSKILL, LLC.

RECOMMENDED ACTION

ADOPT THE RESOLUTION AUTHORIZING THE SETTLEMENT OF TAX CERTIORARI PROCEEDINGS WITH HUDSONVIEW PEEKSKILL, LLC.

MOVED BY:	SECONDED BY:
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ROLL CALL VOTE				
MAYOR MCKENZIE			COUNCILMAN DIGRUCCIO	
DEPUTY MAYOR RILEY			COUNCILWOMAN CHANG	
COUNCILWOMAN TALBOT			COUNCILMAN RIGGER	
COUNCILMAN FASSETT				

FUNDING SOURCE (FEDERAL, STATE, COUNTY, BUDGET)	AMOUNT	GENERAL LEDGER ACCOUNT	CITY MATCH AMOUNT	CITY MATCH GENERAL LEDGER ACCOUNT
FEDERAL	N/A	N/A	N/A	N/A
STATE	N/A	N/A	N/A	N/A
COUNTY	N/A	N/A	N/A	N/A
BUDGET	\$49.967.99	001.1900.1930.0200	N/A	N/A

**RESOLUTION OF THE COMMON COUNCIL
AUTHORIZING SETTLEMENT OF A TAX CERTIORARI PROCEEDING
WITH HUDSONVIEW PEEKSKILL, LLC
2 LAKEVIEW DRIVE, PEEKSKILL, NY (23.69-5-2)
FOR TAX YEARS 2021 THROUGH 2026**

WHEREAS, HUDSONVIEW PEEKSKILL, LLC filed tax certiorari petitions against the City of Peekskill for the tax years 2021 through 2026; and

WHEREAS, the City of Peekskill is in receipt of a Stipulation of Settlement reducing the assessment of property owned by Hudsonview Peekskill, LLC as follows:

2 Lakeview Dr (23.69-5-2)						
Ass'mt Year	Tax Year	Actual Ass'mt	Amount Reduced	New Ass'mt	Tax Rate	Refund
2020	2021	\$345,000	\$0	\$345,000	300.86142	\$0.00
2021	2022	\$345,000	\$0	\$345,000	308.19394	\$0.00
2022	2023	\$345,000	\$35,400	\$309,600	311.18101	\$11,015.81
2023	2024	\$345,000	\$58,200	\$286,800	322.18308	\$18,751.06
2024	2025	\$345,000	\$60,600	\$284,400	333.35197	\$20,201.13
2025	2026	\$345,000	\$62,280	\$282,720	-	\$0.00
The 2025 assessment will be reduced prior to 2026 tax bill.					Total Refund	\$49,967.99

WHEREAS, funds will be made available through Budget Line # 001.1900.1930.0200, to finance the refund authorized by the proposed settlement; and

WHEREAS, whereas the City Council has discussed and reviewed the proposed settlement of the tax certiorari proceeding with the City of Assessor.

NOW THEREFORE BE IT

RESOLVED, that the Common Council of the City of Peekskill hereby approves the settlement on behalf of the City of Peekskill of the tax certiorari proceedings with HUDSONVIEW PEEKSKILL, LLC, by reducing the assessments as shown above in this Resolution; and be it further

RESOLVED, that the City Manager, the Comptroller, the City Assessor and City Attorney are hereby authorized to take all action necessary and appropriate to effectuate the terms of this Resolution including but not limited to the execution of the Stipulation of Settlement, obtaining Orders from the Westchester County Supreme Court embodying the above settlement and providing a refund or crediting of tax payments to HUDSONVIEW PEEKSKILL, LLC, all in accordance with the above authorized settlement for HUDSONVIEW PEEKSKILL, LLC; and be it further

RESOLVED, that this Resolution take effect immediately.

CITY OF PEEKSKILL COMMON COUNCIL
PEEKSKILL, NEW YORK

AGENDA BILL

SUBJECT:	FOR AGENDA OF: 1/12/2026	AGENDA # J-2
RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE CITY’S THREE (3) 2025 ANNUAL DAM CERTIFICATIONS	DEPT. OF ORIGIN:	WATER & SEWER
	DATE SUBMITTED:	12/29/2025
	DEPT. HEAD:	DAVID RAMBO
	STAFF:	
	EXHIBITS:	
APPROVED BY CITY ATTORNEY	ELG	
APPROVED BY COMPTROLLER	JgJ	
APPROVED BY CITY MANAGER FOR SUBMISSION	mca	

EXPENDITURE REQUIRED:	N/A	AMOUNT BUDGETED:	N/A	APPROPRIATION REQUIRED:	N/A
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SUMMARY STATEMENT

THIS RESOLUTION AUTHORIZES THE CITY MANAGER TO SIGN THE CITY OF PEEKSKILL 2025 ANNUAL DAM CERTIFICATION FORMS FOR THE HOLLOWBROOK, LOWER WICCOPEE AND UPPER WICCOPEE DAMS.

RECOMMENDED ACTION

ADOPT THE RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE CITY OF PEEKSKILL 2025 ANNUAL DAM CERTIFICATION FORMS FOR THE HOLLOWBROOK, LOWER WICCOPEE AND UPPER WICCOPEE DAMS.

MOVED BY:	SECONDED BY:
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ROLL CALL VOTE					
MAYOR MCKENZIE			COUNCILMAN DIGRUCCIO		
DEPUTY MAYOR RILEY			COUNCILWOMAN CHANG		
COUNCILWOMAN TALBOT			COUNCILMAN RIGGER		
COUNCILMAN FASSETT					

FUNDING SOURCE (FEDERAL, STATE, COUNTY, BUDGET)	AMOUNT	GENERAL LEDGER ACCOUNT	CITY MATCH AMOUNT	CITY MATCH GENERAL LEDGER ACCOUNT
FEDERAL	N/A	N/A	N/A	N/A
STATE	N/A	N/A	N/A	N/A
COUNTY	N/A	N/A	N/A	N/A
BUDGET	N/A	N/A	N/A	N/A

**RESOLUTION OF THE COMMON COUNCIL
AUTHORIZING THE CITY MANAGER TO SIGN
THE CITY OF PEEKSKILL
2025 ANNUAL DAM CERTIFICATION FORMS**

WHEREAS, to comply with New York State Department of Environmental Conservation Dam Safety compliance Part 673.8, the City of Peekskill needs the signature of a principal executive officer, ranking elected official, or duly authorized representative on the City's Dam Safety Annual Certification Forms for the Hollowbrook, Lower Wiccopee and Upper Wiccopee dams; and

WHEREAS, each of the three (3) Dam Safety Annual Certification Forms are due on or before January 31, 2026; and

WHEREAS, the Superintendent of the Water Department has determined that it is appropriate for the City Manager to sign the three Dam Safety Annual Certification Forms.

NOW, THEREFORE BE IT

RESOLVED, that this Common Council authorizes the City Manager to sign the 2025 Dam Safety Annual Certification Forms for the Hollowbrook, Lower Wiccopee and Upper Wiccopee dams; and be it further

RESOLVED, that the City Manager, or his designee, is hereby authorized to take all actions necessary to effectuate the intent of this Resolution; and be it further

RESOLVED, that this resolution shall take effect immediately.

CITY OF PEEKSKILL COMMON COUNCIL
PEEKSKILL, NEW YORK

AGENDA BILL

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT AN INVEST IN KIDS GRANT AWARD FROM WESTCHESTER COUNTY TO IMPLEMENT THE CITY OF PEEKSKILL YOUTH BUREAU’S 2026 PROJECT ELEVATE PROGRAM.	FOR AGENDA OF: 1/12/2026		AGENDA # J-3
	DEPT. OF ORIGIN:	YOUTH BUREAU	
	DATE SUBMITTED:	12/29/2025	
	DEPARTMENT HEAD:	TUESDAY PAIGE MCDONALD	
	EXHIBITS:		

APPROVED BY CITY ATTORNEY	<i>ELG</i>
APPROVED BY COMPTROLLER	<i>JGJ</i>
APPROVED BY CITY MANAGER FOR SUBMISSION	<i>mca</i>

EXPENDITURE REQUIRED	\$55,556.00	AMOUNT BUDGETED	\$5,556.00 (GRANT FUNDS \$50,000)	APPROPRIATION REQUIRED	N/A
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SUMMARY STATEMENT

THIS RESOLUTION AUTHORIZES THE CITY MANAGER TO ENTER INTO AN AGREEMENT ACCEPTING AN INVEST IN KIDS GRANT AWARD IN THE AMOUNT OF \$50,000.00 FROM WESTCHESTER COUNTY TO IMPLEMENT THE CITY OF PEEKSKILL YOUTH BUREAU’S 2026 PROJECT ELEVATE PROGRAM.

RECOMMENDED ACTION

ADOPT THE RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ACCEPTING AN INVEST IN KIDS GRANT AWARD IN THE AMOUNT OF \$50,000.00 FROM WESTCHESTER COUNTY TO IMPLEMENT THE CITY OF PEEKSKILL YOUTH BUREAU’S 2026 PROJECT ELEVATE PROGRAM.

MOVED BY:	SECONDED BY:
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ROLL CALL VOTE				
MAYOR MCKENZIE			COUNCILMAN DIGRUCCIO	
DEPUTY MAYOR RILEY			COUNCILWOMAN CHANG	
COUNCILWOMAN TALBOT			COUNCILMAN RIGGER	
COUNCILMAN FASSETT				

FUNDING SOURCE (FEDERAL, STATE, COUNTY, BUDGET)	AMOUNT	GENERAL LEDGER ACCOUNT	CITY MATCH AMOUNT	CITY MATCH GENERAL LEDGER ACCOUNT
FEDERAL	N/A	N/A	N/A	N/A
STATE	N/A	N/A	N/A	N/A
COUNTY	\$50,000.00	015.0015.4793.0630	\$5,556.00	001.7144.0100
BUDGET	N/A	N/A	N/A	N/A

**RESOLUTION OF THE COMMON COUNCIL
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AGREEMENT ACCEPTING AN INVEST IN KIDS GRANT AWARD FROM
WESTCHESTER COUNTY TO IMPLEMENT THE CITY OF PEEKSKILL
YOUTH BUREAU’S PROJECT ELEVATE PROGRAM**

WHEREAS, the City of Peekskill Youth Bureau was created to provide children, youth, and families with effective youth development programs along with assisting City youth in becoming competent leaders with skills that will make them self-sufficient; and

WHEREAS, in 2025, the Westchester County Youth Bureau, awarded the City of Peekskill Youth Bureau from its Invest In Kids funding to implement the Youth Bureau’s Project Elevate Program (the “Program”); and

WHEREAS, this funding will supports the implementation of a comprehensive year-round Program for city youth ages 10-14 providing for staff, supplies, travel, participants’ stipends and other program activities; and

WHEREAS, the Program implemented with this funding reflects the positive youth development model and will allow participants to enhance their growth through education and awareness, pro-social engagement, community resource development, life skills training, college/career preparation and youth leadership development; and

WHEREAS, the Program is a holistic, 12-month youth development program which includes summer services in 2026; and

WHEREAS, in order to receive this funding, the County requires a ten percent (10%) cash match from the City of Peekskill, totaling \$5,556.00, for a total program budget of \$55,556.00; and

WHEREAS, funds received from this grant will be recorded in revenue line 015.0015.4793.0630; and

WHEREAS, the funding for the 10% cash match will be paid from the Youth Bureau’s general operating budget line # 001.7144.0100.

NOW THEREFORE, BE IT

RESOLVED, that the City is authorized to accept the 2026 Invest In Kids grant award from the County of Westchester in the amount of fifty thousand and 00/100 (\$50,000.00) dollars for the implementation of the City Youth Bureau’s Project Elevate Program in 2026; and be it further

RESOLVED, that the Common Council hereby authorizes the City Manager, or his authorized designee, to enter into an agreement with the Westchester County to accept the Invest In Kids funding for the implementation of the 2026 Project Elevate program; and be it further

RESOLVED, this agreement shall be subject to the review and approval of the City Manager and City Attorney; and be it further

RESOLVED, that the City is authorized to provide a payment of \$5,556 to satisfy the required 10% match relating to the Invest In Kids grant award for the implementation of the City Youth Bureau's Project Elevate Program in 2026; and be it further;

RESOLVED, that the City Manager shall be authorized to take any and all steps necessary to effectuate the intent of this resolution; and be it further

RESOLVED, that this Resolution take effect immediately.

CITY OF PEEKSKILL COMMON COUNCIL
PEEKSKILL, NEW YORK

AGENDA BILL

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A 2025-2026 NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES GRANT FOR IMPLEMENTATION AND OPERATION OF THE CITY OF PEEKSKILL YOUTH BUREAU’S RISING TIDE BOAT BUILDING PROGRAM FOR THE	FOR AGENDA OF 1/12/2026		AGENDA # J-4
	DEPT. OF ORIGIN:	YOUTH BUREAU	
	DATE SUBMITTED:	12/29/2025	
	DEPARTMENT HEAD:	TUESDAY PAIGE MCDONALD	
	EXHIBITS:		

APPROVED BY CITY ATTORNEY	<i>ELG</i>
APPROVED BY COMPTROLLER	<i>JgJ</i>
APPROVED BY CITY MANAGER FOR SUBMISSION	<i>mcd</i>

EXPENDITURE REQUIRED	N/A	AMOUNT BUDGETED	N/A	APPROPRIATION REQUIRED	N/A
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SUMMARY STATEMENT

THIS RESOLUTION AUTHORIZES THE CITY MANAGER TO ENTER INTO AN AGREEMENT ACCEPTING A GRANT AWARD IN THE AMOUNT OF \$5,781.00 FROM THE NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES FOR THE IMPLEMENTATION AND OPERATION OF THE CITY OF PEEKSKILL YOUTH BUREAU’S 2025-2026 RISING TIDE BOATBUILDING PROGRAM.

RECOMMENDED ACTION

ADOPT THE RESOLUTION TO AUTHORIZING THE CITY MANAGER TO ACCEPT GRANT AWARD IN THE AMOUNT OF \$5,781.00 FROM THE NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES FOR THE IMPLEMENTATION AND OPERATION OF THE CITY OF PEEKSKILL YOUTH BUREAU’S 2025-2026 RISING TIDE BOATBUILDING PROGRAM.

MOVED BY:	SECONDED BY:
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ROLL CALL VOTE				
MAYOR MCKENZIE			COUNCILMAN DIGRUCCIO	
DEPUTY MAYOR RILEY			COUNCILWOMAN CHANG	
COUNCILWOMAN TALBOT			COUNCILMAN RIGGER	
COUNCILMAN FASSETT				

FUNDING SOURCE (FEDERAL, STATE, COUNTY, BUDGET)	AMOUNT	GENERAL LEDGER ACCOUNT	CITY MATCH AMOUNT	CITY MATCH GENERAL LEDGER ACCOUNT
FEDERAL	N/A	N/A	N/A	N/A
STATE	\$5,781.00	015.0015.4790.0181	\$0	N/A
COUNTY	N/A	N/A	N/A	N/A
BUDGET	N/A	N/A	N/A	N/A

**RESOLUTION OF THE COMMON COUNCIL
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT
ACCEPTING A GRANT AWARD FROM THE NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
FOR THE IMPLEMENTATION AND OPERATION OF THE
CITY OF PEEKSKILL YOUTH BUREAU'S 2025-2026
RISING TIDE BOAT BUILDING PROGRAM**

WHEREAS, the New York State Office of Children and Family Services (NYSOCFS) has awarded the City of Peekskill Youth Bureau five thousand and seven hundred and eighty-one and 00/100 (\$5,781.00) dollars to implement and operate the 2025-2026 Rising Tide Boatbuilding Program; and

WHEREAS, all funds received shall be deposited into Youth Bureau budget line 015.0015.4790.0181; and

WHEREAS, the Rising Tide Boatbuilding Program is designed to engage urban youth in a skills building and mentoring program; and

WHEREAS, this program is a holistic, 12-month youth development program including summer services; and

WHEREAS, NYSOCFS grant funding for these services requires no matching funds from the City of Peekskill; and

WHEREAS, this NYSOCFS grant funding is for services commencing on October 1, 2025 through September 30, 2026.

NOW THERFORE, BE IT

RESOLVED, that the City Manager is hereby authorized to enter into an agreement to accept grant funding in the amount of five thousand and seven hundred and eighty-one and 00/100 (\$5,781.00) Dollars on behalf of the City of Peekskill from the NYSOCFS for the implementation and operation of the 2025-2026 Rising Tide Boatbuilding Program operated by the City of Peekskill Youth Bureau; and be it further

RESOLVED, that all funds received shall be deposited into Youth Bureau budget line 015.0015.4790.0181; and be it further

RESOLVED, that the agreement is subject to the review and approval of the City Manager and City Attorney; and be it further

RESOLVED, that the Common Council hereby authorizes the City Manager or his authorized designee to take all and any actions necessary to effectuate the intent of this Resolution; and be it further

RESOLVED, that this Resolution take effect immediately.

CITY OF PEEKSKILL COMMON COUNCIL
PEEKSKILL, NEW YORK

AGENDA BILL

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A 2025 NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES GRANT FOR THE CITY OF PEEKSKILL YOUTH BUREAU.	FOR AGENDA OF: 1/12/2026		AGENDA # J-5
	DEPT. OF ORIGIN:	YOUTH BUREAU	
	DATE SUBMITTED:	12/29/2025	
	DEPARTMENT HEAD:	TUESDAY PAIGE MCDONALD	
	EXHIBITS:		

APPROVED BY CITY ATTORNEY	<i>ELG</i>
APPROVED BY COMPTROLLER	<i>JgJ</i>
APPROVED BY CITY MANAGER FOR SUBMISSION	<i>mc</i>

EXPENDITURE REQUIRED	N/A	AMOUNT BUDGETED	N/A	APPROPRIATION REQUIRED	N/A
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SUMMARY STATEMENT

THIS RESOLUTION AUTHORIZES THE CITY MANAGER TO ENTER INTO AN AGREEMENT ACCEPTING A 2025-2026 GRANT AWARD IN THE AMOUNT OF \$12,166.00 FROM THE NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES SUPPLEMENTING THE IMPLEMENTATION AND OPERATION OF THE ADVANCING LEADERSHIP INITIATIVES FOR TEENS PROGRAM.

RECOMMENDED ACTION

ADOPT THE RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ACCEPTING A 2025-2026 GRANT AWARD IN THE AMOUNT OF \$12,166.00 FROM NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES SUPPLEMENTING THE IMPLEMENTATION AND OPERATION OF THE ADVANCING LEADERSHIP INITIATIVES FOR TEENS PROGRAM.

MOVED BY:	SECONDED BY:
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ROLL CALL VOTE				
MAYOR MCKENZIE			COUNCILMAN DIGRUCCIO	
DEPUTY MAYOR RILEY			COUNCILWOMAN CHANG	
COUNCILWOMAN TALBOT			COUNCILMAN RIGGER	
COUNCILMAN FASSETT				

FUNDING SOURCE (FEDERAL, STATE, COUNTY, BUDGET)	AMOUNT	GENERAL LEDGER ACCOUNT	CITY MATCH AMOUNT	CITY MATCH GENERAL LEDGER ACCOUNT
FEDERAL	N/A	N/A	N/A	N/A
STATE	\$12,166.00	015.0015.4793.0622	\$0	N/A
COUNTY	N/A	N/A	N/A	N/A
BUDGET	N/A	N/A	N/A	N/A

**RESOLUTION OF THE COMMON COUNCIL
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT
ACCEPTING A GRANT AWARD FROM THE NEW YORK STATE OFFICE OF
CHILDREN AND FAMILY SERVICES SUPPLEMENTING THE
IMPLEMENTATION AND OPERATION OF THE 2025/2026 ADVANCING
LEADERSHIP INITIATIVES FOR TEENS PROGRAM**

WHEREAS, the New York State Office of Children and Family Services (NYSOCFS) has awarded the City of Peekskill Youth Bureau Twelve Thousand One Hundred and Sixty-Six and 00/100 (\$12,166.00) Dollars to supplement the implementation and operation of the 2025-2026 Advancing Leadership Initiatives for Teens (LIFT) program; and

WHEREAS, the LIFT program reflects the positive youth development model focusing on providing opportunities for youth to actively acquire skills and abilities to become competent, caring and healthy adults; and

WHEREAS, the LIFT program is a holistic, 12-month youth development program including summer services; and

WHEREAS, funds received from this grant will be recorded in revenue line, 015.0015.4793.0622, L.I.F.T.; and

WHEREAS, NYOCFS grant funding for these services requires no matching funds from the City of Peekskill; and

WHEREAS, the NYSOCFS grant funding will be for a 1-year period, commencing October 1, 2025, continuing through September 30, 2026.

NOW THEREFORE, BE IT

RESOLVED, that the City Manager or his designee is hereby authorized to enter into an agreement to accept grant funding in the amount of twelve thousand one hundred and sixty-six and 00/100 (\$12,166.00) from the NYSOCFS to supplement the implementation and operation of the LIFT program operated by the City of Peekskill Youth Bureau; and be it further

RESOLVED, that the agreement shall be subject to the review and approval of the City Manager and City Attorney; and be it further;

RESOLVED, that the City Manager or his designee is authorized to take any actions necessary to effectuate the intent of this Resolution; and be it further

RESOLVED, that this Resolution take effect immediately.

CITY OF PEEKSKILL COMMON COUNCIL
PEEKSKILL, NEW YORK

AGENDA BILL

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO AUTHORIZE THE EXTENSION OF A TEMPORARY CLOSURE OF ESTHER STREET THROUGH DECEMBER 31, 2026	FOR AGENDA OF: 01/12/2026		AGENDA # J-6
	DEPT. OF ORIGIN:	PLANNING & DEVELOPMENT	
	DATE SUBMITTED:	12/23/2025	
	DEPT. HEAD:	CAROL J. SAMOL, AICP	
	STAFF:		
	EXHIBITS:		
APPROVED BY CITY ATTORNEY			ELG
APPROVED BY COMPTROLLER			JgJ
APPROVED BY CITY MANAGER FOR SUBMISSION			mca

EXPENDITURE REQUIRED:	N/A	AMOUNT BUDGETED:	N/A	APPROPRIATION REQUIRED:	N/A
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SUMMARY STATEMENT

THIS RESOLUTION AUTHORIZES THE CITY MANAGER TO EXTEND THE TEMPORARY CLOSURE OF ESTHER STREET THROUGH DECEMBER 31, 2026 TO CONTINUE ITS USE AS A PUBLIC OUTDOOR SPACE.

RECOMMENDED ACTION

ADOPT THE RESOLUTION AUTHORIZING THE CITY MANAGER TO EXTEND THE TEMPORARY CLOSURE OF ESTHER STREET THROUGH DECEMBER 31, 2026.

MOVED BY:	SECONDED BY:
-----------	--------------

ROLL CALL VOTE			
MAYOR MCKENZIE		COUNCILMAN DIGRUCCIO	
DEPUTY MAYOR RILEY		COUNCILWOMAN CHANG	
COUNCILWOMAN TALBOT		COUNCILMAN RIGGER	
COUNCILMAN FASSETT			

FUNDING SOURCE (FEDERAL, STATE, COUNTY, BUDGET)	AMOUNT	GENERAL LEDGER ACCOUNT	CITY MATCH AMOUNT	CITY MATCH GENERAL LEDGER ACCOUNT
FEDERAL	N/A	N/A	N/A	N/A
STATE	N/A	N/A	N/A	N/A
COUNTY	N/A	N/A	N/A	N/A
BUDGET	N/A	N/A	N/A	N/A

**RESOLUTION OF THE COMMON COUNCIL
AUTHORIZING AN EXTENSION OF THE TEMPORARY
CLOSURE OF ESTHER STREET TO VEHICLES**

WHEREAS, in order to improve quality of life by providing a comfortable, public outdoor space downtown, the Common Council authorized a temporary closure of Esther Street to vehicles by Resolution J-7 of November 22, 2021; and

WHEREAS, the Common Council has extended the temporary closure of Esther Street to vehicular traffic annually, and recently extended the temporary closure of Esther Street to vehicular traffic through December 31, 2025, by Resolution J-13, adopted on February 24, 2025; and

WHEREAS, the closure of Esther Street to vehicular traffic enables the space to be open to pedestrians as well as to be used by certain merchants, artists and others on Esther Street who operate a permitted outdoor use, and creates a pedestrian friendly walkway that promotes tourism in the downtown; and

WHEREAS, in order to continue this program for the benefit of residents and businesses in the City of Peekskill, the closure of Esther Street to vehicular traffic may be extended for a certain period of time; and

WHEREAS, any merchant seeking to utilize this public outdoor space must have a valid permit to operate a sidewalk café and/or an outdoor dining or retail use; and

WHEREAS, any individual or group seeking to utilize this public outdoor space for an organized outdoor program of entertainment or exhibition to which the general public is invited or expected to attend, must have a valid special event permit for such use; and

WHEREAS, the requirements related to all use regulations, including but not limited to restrictions on noise, alcoholic beverage service and litter, shall still apply; and

WHEREAS, all merchants must comply with the guidelines set forth in the revised City of Peekskill Restaurant and Retail Outdoor Expansion Guide and any other requirements the City of Peekskill imposes for the safe and successful operation of this pedestrian area; and

WHEREAS, the Common Council deems it in the best interest of the City of Peekskill to continue the temporary closure of Esther Street through December 31, 2026, for the purposes set forth in this Resolution.

NOW, THERFORE, BE IT

RESOLVED, that the Chief of Police and Superintendent of Public Works, or their designees, are hereby authorized to continue the temporary closure of Esther Street to vehicular traffic through December 31, 2026, in order to provide outdoor space to be used by members of the public, including, but not limited to, pedestrians as well as by certain merchants, artists and others who operate a permitted, outdoor use that is in compliance with all City of Peekskill ordinances and regulations, to create a pedestrian friendly walkway and promote tourism in the downtown Peekskill area; and be it further

RESOLVED, that the Common Council hereby authorizes the City Manager or his authorized designee to take all and any necessary actions to effectuate the intent of this resolution; and be it further

RESOLVED, that this Resolution shall take effect immediately.

CITY OF PEEKSKILL COMMON COUNCIL
PEEKSKILL, NEW YORK

AGENDA BILL

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO PROFESSIONAL SERVICE AGREEMENTS FOR LEGAL AND OTHER SERVICES	FOR AGENDA OF: 1/12/2026		AGENDA # J-7
	DEPT. OF ORIGIN:	LEGAL	
	DATE SUBMITTED:	1/08/2026	
	DEPARTMENT HEAD:	ERIC L. GORDON	
	EXHIBITS:	RETAINER AGREEMENTS	

APPROVED BY CITY ATTORNEY	ELG
APPROVED BY COMPTROLLER	JgJ
APPROVED BY CITY MANAGER FOR SUBMISSION	mca

EXPENDITURE REQUIRED	AS DISCUSSED IN 2026 BUDGET PLANNING	AMOUNT BUDGETED	AS DISCUSSED IN 2026 BUDGET PLANNING	APPROPRIATION REQUIRED	N/A
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SUMMARY STATEMENT

THIS RESOLUTION AUTHORIZES THE CITY MANAGER TO ENTER INTO PROFESSIONAL SERVICES AGREEMENTS WITH VARIOUS LAW FIRMS AND MUNISTAT, INC. FOR 2026.

RECOMMENDED ACTION

ADOPT THE RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO PROFESSIONAL SERVICES AGREEMENTS WITH VARIOUS LAW FIRMS AND MUNISTAT, INC. FOR 2026.

MOVED BY:	SECONDED BY:
-----------	--------------

ROLL CALL VOTE				
MAYOR MCKENZIE			COUNCILMAN DIGRUCCIO	
DEPUTY MAYOR RILEY			COUNCILWOMAN CHANG	
COUNCILWOMAN TALBOT			COUNCILMAN RIGGER	
COUNCILMAN FASSETT				

FUNDING SOURCE (FEDERAL, STATE, COUNTY, BUDGET)	AMOUNT	GENERAL LEDGER ACCOUNT	CITY MATCH AMOUNT	CITY MATCH GENERAL LEDGER ACCOUNT
FEDERAL	N/A	N/A	N/A	N/A
STATE	N/A	N/A	N/A	N/A
COUNTY	N/A	N/A	N/A	N/A
BUDGET	N/A	N/A	N/A	N/A

**RESOLUTION OF THE COMMON COUNCIL
AUTHORIZING THE CITY MANAGER TO ENTER
INTO PROFESSIONAL SERVICES AGREEMENTS WITH
VARIOUS LAW FIRMS AND MUNISTAT, INC.**

WHEREAS, the City of Peekskill retains various law firms and other entities to provide legal services as outside counsel to assist with various matter in the City of Peekskill, including but not limited to:

- City Court prosecutions;
- Negotiation and management of Tax Certiorari proceedings;
- Outside Counsel for tort claims and other matters;
- Special Conflicts Counsel;

and

WHEREAS, professional service agreements for the following law firms have been received and reviewed by the City Manager and City Attorney:

Company Name	Term Start Date	Term End Date	Budget Line
Ira Levy, Esq.	1/1/2026	12/31/2026	001.1900.1971
William Maker, Esq.	1/1/2026	12/31/2026	001.1900.1971
Hodges Walsh Burke	1/1/2026	12/31/2026	001.1910.1970
Ingrid O’Sullivan	1/1/2026	12/31/2026	001.1900.1970
Leventhal, Mullaney & LLP	1/1/2026	12/31/2026	001.1420.0485
Harris Beach Murtha	1/1/2026	12/31/2026	001.1315.0468

; and

WHEREAS, an agreement with Munistat, Inc. to provide services relating to municipal bonding has also been received and reviewed by the City Manager, City Attorney and City Council; and

WHEREAS, the Common Council deems the retention of these entities to be in the best interests of the City.

NOW, THEREFORE, BE IT

RESOLVED, that the Common Council hereby authorizes the City Manager to enter into agreement with the following law firms and other entities to provide legal and other services on behalf of the City of Peekskill during the calendar year 2026, retroactive to January 1, 2026:

Company Name	Term Start Date	Term End Date	Budget Line
Ira Levy, Esq.	1/1/2026	12/31/2026	001.1900.1971
William Maker, Esq.	1/1/2026	12/31/2026	001.1900.1971
Hodges Walsh Burke	1/1/2026	12/31/2026	001.1910.1970
Ingrid O’Sullivan	1/1/2026	12/31/2026	001.1900.1970
Leventhal, Mullaney & Blinkoff, LLP	1/1/2026	12/31/2026	001.1420.0485
Munistat, Inc.	1/12/2026	N/A (Per Financing)	001.1315.0468
Harris Beach Murtha	1/1/2026	12/31/2026	001.1315.0468

RESOLVED, that the Common Council hereby authorizes the City Manager or his authorized designee to take all and any necessary actions to effectuate the intent of this Resolution; and be it further

RESOLVED, that this Resolution shall take effect immediately.

MEMORANDUM

**TO: Honorable Vivian C. McKenzie and Members of the City Council
Matthew C. Alexander, City Administrator**

FROM: Eric L. Gordon, Esq.

RE: Authorizing Professional Services Renewal Agreements

DATE: Revised - January 8, 2026

Each year the City of Peekskill renews agreements with certain professional services providers. The following is a list of professional services providers that require renewal of agreements with the City of Peekskill:

Company Name	Term Start Date	Term End Date	Budget Line
Ira Levy, Esq.	1/1/2026	12/31/2026	001.1900.1971
William Maker, Esq.	1/1/2026	12/31/2026	001.1900.1971
Hodges Walsh Burke	1/1/2026	12/31/2026	001.1910.1970
Ingrid O'Sullivan	1/1/2026	12/31/2026	001.1900.1970
Leventhal, Mullaney & Blinkoff, LLP	1/1/2026	12/31/2026	001.1420.0485
Munistat, Inc.	1/12/2026	N/A (Per Financing)	001.1315.0468
Harris Beach Murtha	1/1/2026	12/31/2026	001.1315.0468

Copies agreements with these providers are attached for review and consideration.¹

The City Attorney will be seeking to have a resolution adopted by the City Council at the January 12, 2026 Common Council meeting authorizing the City Manager to execute the retainer agreements attached hereto.

¹ We are still waiting for the 2026 Retainer from Harris Beach Murtha.

I look forward to discussing this matter at the January 12, 2026, Council of the Whole meeting.

Cc: Matthew Alexander, City Manager

IRA S. LEVY
Attorney at Law
173 Ivy Hill Lane
Rye Brook, New York 10573
Phone: (914) 329-0297
Fax: (914) 939-5389
Email: iralevyesq@gmail.com

November 5, 2025

VIA EMAIL: RMorin@cityofpeekskill.com

Robert Morin, MAI, IAO
Assessor, City of Peekskill
City Hall
840 Main Street
Peekskill, New York 10566

RE: City of Peekskill – Tax Certiorari Counsel Proposal - 2026

Dear Bob:

Please accept this letter as my proposal to continue to serve the City of Peekskill as Counsel for its Tax Certiorari proceedings for 2026.

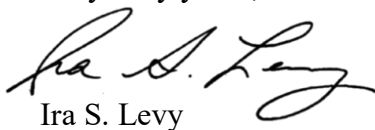
I propose to continue to represent the City in this capacity, for the cases it may assign to me, at the rate of \$150.00 per hour. In addition, the City would be billed for any direct expenses, such as appraisal and Court fees, overnight delivery fees and external/specialized copying. Wherever possible, invoices for such expenses will be forwarded to the City for direct payment. The City will not be billed for non-itemized expenses, such as phone calls, local mileage, and minor copying.

I will provide detailed monthly billing statements that will detail the date, the work performed, and the amount of time spent, rounded to the nearest tenth (1/10) of an hour. Expenses will be described by the date, the expense incurred, and the amount.

I hope that the terms of my proposal meet with your approval. If so, please acknowledge your acceptance by signing this letter in the space indicated below and returning it to me.

I look forward to continuing to represent the City of Peekskill in its tax certiorari proceedings. Thank you for your consideration.

Very truly yours,



Ira S. Levy

ACCEPTED AND APPROVED:

Dated:

MAKER, FRAGALE & DI COSTANZO, LLP

WILLIAM MAKER, JR.
COSTANTINO FRAGALE¹
SALVATORE M. DI COSTANZO²
JOANNA C. FELDMAN

LISA A. WILKINS, PARALEGAL
GARY M. RIKOON, PARALEGAL

¹ ALSO ADMITTED IN NEW JERSEY
² ALSO ADMITTED IN CONNECTICUT

COUNSELLORS AT LAW
350 THEODORE FREMD AVENUE
RYE, NEW YORK 10580
TEL: (914) 925-1010
FAX: (914) 925-1011

NORTHERN WESTCHESTER OFFICE
2074 CROMPOND ROAD
YORKTOWN HEIGHTS, NEW YORK 10598

TEL: (914) 245-2440
FAX: (914) 245-7403

THOMAS L. GALLIVAN
OF COUNSEL

Writer's e-mail address: wmaker@mfd-law.com

November 6, 2025

City of Peekskill
840 Main Street
Peekskill, NY 10566

Att: Matthew C. Alexander, City Manager

Re: Retainer Agreement

Dear Mr. Alexander:

This letter sets forth the terms under which Maker, Fragale & Di Costanzo, LLP ("Firm") will continue to represent the City of Peekskill in selected tax certiorari proceedings in 2026. I have represented the City in such proceedings since June of 2017.

The Firm will bill at the rate of \$225.00 per hour or part thereof. I will be the member of the Firm who will render services under this agreement. The Firm will submit statements to the City on or about the first day of each month showing the time expended during the preceding month and the disbursements incurred by the Firm since the prior statement. Disbursements will not include telephone, telefaxing, in-house photocopying charges or computer research. Disbursements will include, however, filing fees and the cost of messengers, overnight couriers and out-of-office photocopying should the need for such copying arise.

The City has the absolute right to terminate this agreement at any time, with or without reason or cause. If this retainer agreement is terminated, the City's sole obligation and liability to the Firm shall be to reimburse the Firm for any costs or disbursements advanced on its behalf and to pay for the services performed prior to the termination of this agreement.

It is the Firm's record retention policy to maintain files in storage for a period of seven years. If the City requests the file during that seven year period, the Firm will accommodate that

City of Peekskill

Att: Matthew C. Alexander, City Manager

November 6, 2025

Page Two

request. After that time, if you have not requested that the file be returned, its contents may be destroyed.

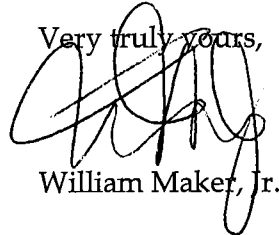
New York State has a "New York Fee Dispute Resolution Program," which governs the resolution of fee disputes between attorneys and clients. Under this program, the City may have the right, under certain circumstances, to compel the Firm to arbitrate fee disputes. The rules governing such fee disputes are set forth in Part 137 of the Rules of the Chief Administrator of the Courts. Copies of these rules may be obtained on-line at:

www.courts.state.ny.us/admin/feedispute or by calling (212) 428-2862.

If the City agrees to these terms, please either send me the City Council's resolution appointing the Firm counsel for selected tax certiorari proceedings pursuant to these terms.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "W. Maker, Jr.", written over the typed name.

William Maker, Jr.



HODGES WALSH & BURKE, LLP

ATTORNEYS AT LAW
55 CHURCH STREET, SUITE 211
WHITE PLAINS, NEW YORK 10601

(914) 385-6000
FAX (914) 385-6060
www.hwm-law.com

Michael K. Burke, Esq.
Direct E-Mail: mburke@hwb-lawfirm.com

December 23, 2025

Eric Gordan, Esq.
Corporation Counsel
840 Main Street
Peekskill, NY 10566
Via email:

Re: City of Peekskill Legal Services

Dear Eric:

Thank you for allowing our Office to continue representation of the City of Peekskill.

We will maintain our hourly rate from 2025 for 2026 at \$225.00 per hour for attorney time and \$100.00 an hour for the time of paralegals.

For these rates we will handle any type of litigation which arises in any Court in the State of New York including appeals. General expenses, such as costs for court reporting services; fees for the accumulation of records; trial preparation specialist fees, appellate printing costs; and expert witness fees, will be passed directly to the City or the City's third-party administrator for payment.

As each matter in litigation proceeds forward, we will provide reports to you, the City's third party administrator, and, when necessary, to appropriate excess insurance carriers along with detailed litigation budgets when requested and/or required. We will also work directly with excess insurance carriers on matters where the anticipated loss is beyond the City's self-insured retention. In addition, we will provide required reports to the City's auditors/actuaries upon request.

We greatly appreciate the City allowing us to be of continued assistance to it. We remain dedicated to providing the best possible legal services at a reasonable rate and without unnecessary legal expense.

Very truly yours,

Michael K. Burke

Michael K. Burke, Esq.

John J. Walsh, Esq.

- RETAINER AGREEMENT -

I. ENGAGEMENT:

This retainer agreement sets forth the terms and conditions under which you have engaged this firm to perform legal services on your behalf. This agreement constitutes a binding contract. The parties agree that The Law Office of Ingrid E. O'Sullivan, with an office at Yorktown Office Park, 2000 Maple Hill Street, Suite 206, Yorktown Heights, NY 10598, shall represent the flowing client, **The City of Peekskill**, with the address of **840 Main Street, Peekskill, N.Y. 10566**, pursuant to the following terms:

II. DESCRIPTION OF SERVICES:

The firm shall represent you in connection with: **New York State Vehicle and Traffic Law offenses and Local and State Code violations stemming from incidents taking place within the City of Peekskill.**

III. EXCLUDED SERVICES:

Representation on matters other than the matter for which this firm has been specifically retained are excluded from this agreement. Additional fees may be charged if the firm is engaged to handle any excluded matters. The firm reserves the right to decline other representation

IV. PAYMENT:

The Law Office of Ingrid E. O'Sullivan will charge **\$200.00 per hour** for representation on any and all matters included herein.

VII. OTHER FEES, EXPENSES & DISBURSEMENTS:

It is required that you pay directly or reimburse the firm, all expenses, disbursements, or other fees incurred in connection with the matter in addition to legal fees owed. Expenses and disbursements shall include, without limitation, the following items: Court costs, filing fees, postage fees, courier and messenger services, recording charges, taxes, deposition transcripts, stenographers, long distance calls, facsimile transmissions, process service fees, travel fees, parking and mileage, investigation fees, copying, and any other expenses necessary to prosecute or defend your matter. Expenses will be added to invoices and all requisite receipts will be attached.

VIII. BILLING PRACTICES:

The firm will submit invoices to you during the course of representation. Payment for legal fees and other expenses shall be considered due and payable when the invoice is presented. Billing invoices will state the charges and expenses will be listed separately.

IX. TERMINATION OF REPRESENTATION BY CLIENT:

You may terminate this agreement at any time for any reason with written notice. If you wish to terminate representation, you agree to pay all legal fees and expenses that are due under this agreement including all expenses that have been advanced and that are chargeable through the date of termination.

X. TERMINATION OF REPRESENTATION BY LAW FIRM:

This firm may discontinue its representation of you if you fail to honor the terms of this agreement, fail to communicate with us in a way that inhibits our ability to effectively represent you, or if we believe that there has been an irretrievable breakdown of the attorney-client relationship. Upon withdrawal, we shall be entitled to all legal fees and expenses that are due under this agreement including but not limited to all expenses that have been advanced and that are chargeable through the date of withdrawal.

XI. CLIENT & LAW FIRM DECISIONS:

You authorize this firm to take any steps which, at the discretion of the firm, are deemed necessary or appropriate to protect or further support your interests in the matter. You agree to provide access to the information, files and people needed to prosecute and/or defend your matters.

XII. GUARANTEES:

You acknowledge that we have not guaranteed and cannot guarantee the success of any action taken by our firm on your behalf during the matter.

XII. CLIENT COMMUNICATIONS:

This firm will furnish you with copies of important correspondence and legal documents prepared or received by our firm and keep you informed of the status of your matters. We will notify you promptly of any material developments in your matter, including court appearances, conferences or closings. We will be available for meetings and telephone discussions with you at mutually convenient times. You authorize us to speak with any necessary party/ies incidental to your representation.

XIII. ATTORNEYS RENDERING SERVICES:

All work on your matter will be handled by **Ingrid E. O'Sullivan**, however, when Ingrid O'Sullivan is unavailable due to illness, vacation, or hardship, we may delegate to attorneys in the firm and/or attorney's paid by the firm at our discretion unless a substitute attorney is provided by The City of Peekskill.

XIV. ACKNOWLEDGMENT & UNDERSTANDING:

You acknowledge that you have read this agreement in its entirety, considered its terms, received a satisfactory explanation of the agreement and fully understand its requirements. You understand and acknowledge that there are no additional or different terms or agreements other than those expressly set forth in this agreement. This agreement cannot be changed or modified orally. This agreement can only be modified or changed by a writing signed by both parties.

XV. AUTHORITY:

The City will procure and maintain any requisite documents from the District Attorney's Office granting authority to The City of Peekskill, and therefore The Law Office of Ingrid E. O'Sullivan, to handle any matters under the

The Law Office of Ingrid E. O'Sullivan

2000 Maple Hill Street, Suite 206

914-829-4801

iospeekskill@gmail.com

jurisdiction of the Westchester County District Attorney's Office. For the year 2026 I have already sent a request to the District Attorney's Office and will furnish a copy upon receipt.

XVI. JURISDICTION:

You consent to the Courts of the State of New York having jurisdiction over this agreement. If any dispute should arise between you and our firm, the laws of the State of New York shall apply.

XVII. OTHER MATTERS:

Please acknowledge below, by your signature, that you understand the terms and conditions of our representation and your personal responsibility for the legal fees and expenses that are required by this agreement. Your signature shall also acknowledge that you have received a copy of this agreement. We thank you for entrusting our Firm with your representation.

ACCEPTED AND AGREED:

CLIENT: The City of Peekskill

PRINT:

Dated:

LAW FIRM: The Law Office of Ingrid E. O'Sullivan
2000 Maple Hill St, Ste 206, Yorktown Heights, NY 10598

 By: Ingrid E. O'Sullivan Dated: 1/5/2026

LEVENTHAL, MULLANEY & BLINKOFF, LLP

ATTORNEYS AT LAW
15 REMSEN AVENUE
ROSLYN, NEW YORK 11576
TELEPHONE: (516) 484-5440
FACSIMILE: (516) 484-2710

STEVEN G. LEVENTHAL
THOMAS J. MULLANEY
JEFFREY L. BLINKOFF

MARTHA V. SMITH, RA

December 23, 2025

Via email: malexander@cityofpeekskill.com

Matthew C. Alexander
City Manager
City of Peekskill
840 Main Street
City Hall, Room 32
Peekskill, New York 10566

Dear Mr. Alexander,

This is written to confirm the terms and conditions upon which we would be pleased to continue to serve as counsel to the City of Peekskill and its officers, employees, departments, bureaus, boards and commissions, upon the unavailability of the City Attorney, or when otherwise requested to do so by the City Manager.

I will serve as lead counsel in this matter, assisted by one or both of my law partners, if necessary. We will bill monthly for our services at the rate of \$275.00/hour. If we incur costs or disbursements, they will be itemized on our monthly statements and payable together with our fees for legal services. The cost of our services will not exceed \$20,000.00, unless we receive the approval of the City Manager.

This term of this engagement shall be from January 1, 2026 through December 31, 2026. Either you or we may terminate this engagement at any time, in which case we will be entitled to payment of the fees that we earned, and reimbursement of the costs and expenses that we incurred prior to termination.

Please be advised that Rule 137 of the Rules of the Chief Administrator of the Courts provides a procedure for the arbitration (and in some cases mediation) of fee disputes between attorneys and clients in civil matters. We are prohibited from bringing an action in court to collect our legal fees unless we first provide you with written notice of your right to resolve the dispute by arbitration, and provide you with a form that you may use to request arbitration. If we have a dispute about our fees, and you elect to resolve the dispute by arbitration, you must file a request for arbitration within 30 days of receiving our written notice. In that case, we will be required to participate in the arbitration. The arbitration will be final and binding on both you

and us, unless you or we reject the arbitrator's decision and commence a court action within 30 days. A dispute involving less than \$1,000.00 or more than \$50,000.00 will not subject to arbitration, unless you and we both consent. More information about fee arbitration is available at: <http://www.nycourts.gov/admin/feedispute> or by calling (877) FEES 137.

We recognize our obligation to the ultimate client – the City of Peekskill taxpayers – to control the cost of legal services. We intend to discharge our duties responsibly Thank you for this opportunity to represent the City of Peekskill.

Very truly yours,

Steven G. Leventhal

Steven G. Leventhal

January 5, 2026

MUNICIPAL ADVISOR SERVICES AGREEMENT

THIS MUNICIPAL ADVISOR SERVICES AGREEMENT (the “Agreement”) is entered into as of _____ (the “Effective Date”) between the City of Peekskill, (“City”) and Munistat Services, Inc. (“Munistat”) (collectively referred to herein as the “Parties”).

RECITALS

WHEREAS, Munistat is a Municipal Advisory firm specializing in municipal finance and municipal government related matters; and

WHEREAS, the City desires to engage Munistat to provide certain services relative to the issuance of the certain obligations as set forth in **Appendix A** (“Work Orders”), and Munistat desires to provide services to the City in connection with such Work Orders.

AGREEMENT

NOW THEREFOR, the Parties agree as follows:

1. Municipal Advisory Services. The Parties hereto agree that Munistat shall provide those services set forth in the Work Orders. The City acknowledges and agrees that most tasks requested by the City will not require all services provided for in the Work Orders and, as such, the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the services described in the Work Orders shall be promptly reflected in an amendment to this Agreement and such amendment may be agreed to either in writing or electronically by email.
2. Term and Termination. This Agreement shall be effective as of the Effective Date and shall remain in effect until each Work Order is completed or until terminated by either party upon (30) days written notice; provided, however, that in the event of termination of any such engagement, Munistat reserves that right to assess fees for any work performed pursuant to a Work Order in accordance with the Fee Schedule set forth in **Appendix B**.
3. Agreement to Provide Information. The City agrees to provide Munistat with factual, not misleading information as shall be required by Munistat in furtherance of the services set forth herein, including financial statements, budgets, and other relevant documents. The City further agrees to not intentionally omit any material information relevant to Munistat’s provision of services. Munistat agrees to promptly amend or supplement this Agreement to reflect any material changes or additions to this Agreement, including material changes to the information provided in Sections 1, 2, 4, 6 and 7.

4. Compensation. Munistat shall receive a fee for any services rendered to the City pursuant to this Agreement in accordance with the fee schedule set forth in Appendix B attached hereto and incorporated herein by reference.
5. Indemnity. Each party shall defend, indemnify and hold harmless the other from and against any and all claims, demands, expenses, cost or causes, arising out of or in connection with any claim, suit, action, or proceeding for personal injury, death or property damage sustained or incurred as a result of any act, failure, or default by the other party's employee while acting within the scope of their duties as determined by this Agreement.
6. Dodd-Frank Compliance. Munistat is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") (Registration #867-00429) and the Municipal Securities Rulemaking Board ("MSRB") (Registration #K0114). As part of this registration Munistat is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Munistat. Pursuant to MSRB Rule G-42, Munistat is required to disclose any legal or disciplinary event that is material to the City's evaluation of Munistat or the integrity of its management or advisory personnel. Munistat has determined that no such event exists. Copies of Munistat's filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either "Munistat Services Inc." or for our CIK number which is 0001608472.
7. Disclosure of Conflicts of Interest. The City acknowledges that it has received those disclosures set forth and contained within **Appendix C** attached hereto and incorporated herein by reference. The City further acknowledges that it has been given the opportunity to raise questions and discuss such disclosures with Munistat and that it fully appreciates the nature of such disclosures and any and all conflicts noted therein. The City hereby waives such conflicts and authorizes Munistat to provide services pursuant to this Agreement. From time to time, Munistat may provide additional conflict of interest disclosures to the City as noted in Appendix C. In this regard, City hereby authorizes the City Comptroller to acknowledge and/or waive any such additional conflict of interest disclosures of Munistat on behalf of the City.

[Signature page follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective representatives as of the date first written above.

CITY OF PEEKSKILL

By: _____

Name: _____

Title: _____

MUNISTAT SERVICES, INC.

By: _____


Name: _____ Michael Loguercio

Title: _____ President

APPENDIX A

SERVICES

Munistat shall provide, upon request, services related to the issuance of debt, as applicable, and set forth below. The City acknowledges and agrees that most tasks requested by the City will not require all the services described below, and as such, the specific scope of services for such task shall be limited to those services required to complete the transaction. Any material changes in or additions to the scope of services described below shall be promptly reflected in an amendment to this Agreement.

Bond Financings:

- Meet with appropriate City Officials to discuss plan of finance and establish the timeline.

Preparation of maturity and estimated debt service schedules for bond issues in accordance with Local Finance Law.

- We will assist the City with the preparation of the Official Statement, based on information provided by the City and/or third parties, including Bond Counsel for certain language relating to legal matters. Munistat will make no representation, warranty or guarantee regarding the accuracy of completeness of the information in the Preliminary Official Statement or Official Statement, and its assistance in preparing these documents should not be construed as a representation that it has independently verified such information.
- We distribute Official Statements and/or Notices of Sale to the investment community through various information repositories and post the documents on “Ipreo”, a third party, distribution and electronic bidding platform.
- If necessary, we submit requested documents and information to the rating agencies and, if we feel the situation warrants, we will make an appointment with a credit analyst in order to present our views regarding the City’s rating.
- Prior to the bond sale, we submit the required information to the CUSIP Service Bureau. It is generally the function of bond counsel and the underwriter to ensure that the bonds are printed in correct form and on a timely basis.
- For issues over \$5 million, we ensure the publication of the Notice of Sale for bond issues within the required time limits.
- For issues over \$5 million, we prepare the Debt Statement for certain bond issues and file it with the State Comptroller’s office.
- We handle the bid opening at our office and verify the calculation of the winning bid.
- We coordinate the financial details of the closing with the City, bond counsel, the underwriter, and the bond insurance company (if applicable).

- We coordinate the preparation of the Final Official Statement with the underwriter, bond counsel and, where applicable, the bond insurance company.
- We prepare the final Debt Service Schedule (and, where applicable, the apportionments of such overall Debt Service Schedule into the appropriate funds), and distribute copies of such schedules to the issuer, and bond counsel.

Note Financings:

- Meet with appropriate City Officials to discuss plan of finance and establish the timeline.
- We will assist the City with the preparation of the Official Statement, based on information provided by the City and/or third parties, including Bond Counsel for certain language relating to legal matters. Munistat will make no representation, warranty or guarantee regarding the accuracy of completeness of the information in the Preliminary Official Statement or Official Statement, and its assistance in preparing these documents should not be construed as a representation that it has independently verified such information.
- We distribute Official Statements and Notices of Sale to the investment community through various information repositories and post the documents on “Ipreo”, a third party, distribution and electronic bidding platform.
- Prior to the sale, we submit the required information to the CUSIP Service Bureau. It is generally the function of bond counsel and the underwriter to ensure that the bonds are printed in correct form and on a timely basis.
- We handle the bid opening at our office and verify the calculation of the winning bid.
- We coordinate the financial details of the closing with the City, bond counsel, the underwriter, and the bond insurance company (if applicable).
- We coordinate the preparation of the Final Official Statement with the underwriter, bond counsel and, where applicable, the bond insurance company.
- We prepare the computation of note interest and principal payment due (and, where applicable, the apportionments of such overall payments due into the appropriate funds), and distribute copies of such schedules to the issuer.

EFC Financings:

- We assist the City in short-term and long-term financings with the Environmental Facilities Corporation. Such financings require much of the services described above. Additional services include, but are not limited to: coordinate the collection of financial and operating information during the application process, participation in conference calls, prepare various estimated debt service schedules, determine amounts to be included in ensuing operating budgets, and tax impact analysis.

Lease Financings:

- If appropriate, we assist the City in lease financings (energy performance contract, vehicle, LED lighting, etc.). Such services include but are not limited to: coordinate the collection of financial and operating information, verify and analyze the projected cash flows, draft the Request for Proposals, accept the bids via competitive public sale on the lease and help determine the award, prepare various estimated debt service schedules, determine amounts to be included in ensuing operating budgets, and coordinate the closing.

Continuing Disclosure:

- In accordance with SEC Rule 15c2-12 and the Undertaking to Provide Continuing Disclosure as executed by the City in connection with the sale of certain bonds and delivered at the closing for such bonds, the City may be obligated to file a Statement of Annual Financial and Operating Information with the Electronic Municipal Market Access System (“EMMA”) according to the Agreement. When necessary, we are available to help the City to ensure compliance with its Continuing Disclosure Undertakings.

APPENDIX B

FEES AND EXPENSES

The fees for our services for capital project financings will not exceed the following: Serial Bonds - \$13,500 for each bond issue and \$0.90 per \$1,000; Refunding Serial Bonds - \$19,500 for each bond issue and \$1.85 per \$1,000; Notes – Base fee of \$6,500 for each note and \$0.65 per \$1,000; Environmental Facilities Corporation Financings - \$4,500 due upon closing of short-term financings and an additional \$12,500 due upon closing of the long term financing. The fee for general consulting services will be \$150 per hour with the terms of the service agreed upon prior to the engagement.

The fee for preparation and filing of the Statement of Annual Financial and Operating Information in accordance with SEC Rule 15c2-12, and the City’s Continuing Disclosure Undertaking will be \$2,500. There is no charge for the filing of material event notices.

All of the above fees represent our experience in working with local governments for the last several years, a general understanding of the capital project plans and the necessary time expected to execute each transaction. It should be noted that these fees represent a “not to exceed” amount. Munistat has historically discounted much of the above fees due to size, the issuance of more than one bond issue in a given year, or single-purpose borrowings.

The fee for our services includes all out-of-pocket expenses. Other normal issuing costs, such as bond counsel fees, rating agency fees and publication of resolutions and Notices of Sale are billed directly to the City by the respective parties.

Munistat Services, Inc. will not charge to attend meetings of the Board, work sessions, meetings with bond counsel, ratings agencies, or any other meetings associated with a capital project. We do not charge any fees for services delivered prior to a referendum, including preparation of estimated debt service and tax rate impact schedules. There will be no charge until, and unless the closing of the bonds or notes take place.

APPENDIX C

DISCLOSURE OF CONFLICTS OF INTEREST

FIXED FEE

Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

CONTINGENT COMPENSATION

Certain fees to be paid by the City to Munistat Services, Inc. are contingent on the size and successful closing of the transaction. Although this form of compensation may be customary, it presents a conflict because Munistat Services, Inc. may have an incentive to recommend unnecessary financings or to recommend a larger transaction to the City. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Munistat Services, Inc. may have an incentive to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Munistat Services, Inc. manages and mitigates these conflicts primarily by adherence to the fiduciary duty which it owes to municipal entities which require it to put the interests of the City ahead of its own.



OTHER MATERIAL CONFLICTS OF INTEREST

Munistat Services, Inc. has determined, after exercising reasonable diligence, that it has no other known material conflicts of interest that would impair its ability to provide advice to the City in accordance with its fiduciary duty to municipal entity clients. To the extent any such material conflicts of interest arise after the date of this Agreement, Munistat Services, Inc. will provide information with respect to such conflicts in the form of a written amendment or supplement to this Agreement.

CITY OF PEEKSKILL COMMON COUNCIL
PEEKSKILL, NEW YORK

AGENDA BILL

SUBJECT: RESOLUTION CONSENTING TO AND APPROVING CITY MANAGER’S APPOINTMENT OF KEANE & BEANE, P.C. AS CITY ATTORNEY AND AUTHORIZING CITY MANAGER TO EXECUTE A RETAINER AGREEMENT FOR 2026 WITH KEANE & BEANE, P.C.	FOR AGENDA OF: 1/12/2026		AGENDA # J-8
	DEPT. OF ORIGIN:	CITY MANAGER	
	DATE SUBMITTED:	1/08/2026	
	DEPARTMENT HEAD:	MATTHEW C. ALEXANDER	
	EXHIBITS:	2026 KEANE & BEANE, P.C. RETAINER AGREEMENT	

APPROVED BY CITY ATTORNEY	
APPROVED BY COMPTROLLER	
APPROVED BY CITY MANAGER FOR SUBMISSION	

EXPENDITURE REQUIRED	AS DISCUSSED IN 2026 BUDGET PLANNING	AMOUNT BUDGETED	\$665,000	APPROPRIATION REQUIRED	N/A
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SUMMARY STATEMENT

THIS RESOLUTION APPROVES AND CONSENTS TO THE CITY MANAGER’S APPOINTMENT OF KEANE & BEANE, P.C. TO THE OFFICE OF CITY ATTORNEY FOR 2026, TO HEAD THE CITY OF PEEKSKILL LEGAL DEPARTMENT AND PROVIDE GENERAL COUNSEL AND LABOR AND EMPLOYMENT LEGAL SERVICE AND AUTHORIZES THE CITY MANAGER TO ENTER INTO A RETAINER AGREEMENT WITH KEANE & BEANE, P.C. FOR 2026.

RECOMMENDED ACTION

ADOPT THE RESOLUTION APPROVING AND CONSENTING TO THE CITY MANAGER’S APPOINTMENT OF KEANE & BEANE, P.C. TO THE OFFICE OF CITY ATTORNEY FOR 2026, TO HEAD THE CITY OF PEEKSKILL LEGAL DEPARTMENT AND PROVIDE GENERAL COUNSEL AND LABOR AND EMPLOYMENT LEGAL SERVICE AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A RETAINER AGREEMENT WITH KEANE & BEANE, P.C. FOR 2026

MOVED BY:	SECONDED BY:
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ROLL CALL VOTE				
MAYOR MCKENZIE			COUNCILMAN DIGRUCCIO	
DEPUTY MAYOR RILEY			COUNCILWOMAN CHANG	
COUNCILWOMAN TALBOT			COUNCILMAN RIGGER	
COUNCILMAN FASSETT				

FUNDING SOURCE (FEDERAL, STATE, COUNTY, BUDGET)	AMOUNT	GENERAL LEDGER ACCOUNT	CITY MATCH AMOUNT	CITY MATCH GENERAL LEDGER ACCOUNT
FEDERAL	N/A	N/A	N/A	N/A
STATE	N/A	N/A	N/A	N/A
COUNTY	N/A	N/A	N/A	N/A
BUDGET	N/A	N/A	N/A	N/A

**RESOLUTION OF THE COMMON COUNCIL
APPROVING AND CONSENTING TO THE CITY MANAGER'S
APPOINTMENT OF KEANE & BEANE P.C., AS CITY ATTORNEY,
AND AUTHORIZING THE CITY MANAGER TO
ENTER INTO A RETAINER AGREEMENT WITH
KEANE & BEANE, P.C. FOR GENERAL COUNSEL, AND
LABOR AND EMPLOYMENT LEGAL SERVICES FOR 2026**

WHEREAS, pursuant to City of Peekskill Charter § C-101, the City Manager may, in lieu of appointing a Corporation Counsel, appoint an individual or a law firm as the City Attorney; and

WHEREAS, the City Attorney shall be the head of the City of Peekskill Department of Law; and

WHEREAS, Keane & Beane serves as municipal attorneys to a number of municipalities in Westchester and the greater Hudson Valley; and

WHEREAS, the City of Peekskill retained Keane & Beane, as Interim Corporation Counsel of the City of Peekskill for the period October 22, 2024 through December 31, 2024; and

WHEREAS, the City Manager appointed and the City of Peekskill retained Keane & Beane, P.C., as City Attorney in the City of Peekskill in 2025; and

WHEREAS, the City Manager is seeking to re-appoint Keane & Beane, P.C., as City Attorney to serve as head of the City of Peekskill Legal Department and provide general counsel legal services in 2026; and

WHEREAS, the City Manager is also seeking to retain Keane & Beane, P.C. to provide services as the City of Peekskill's labor and employment counsel in 2026; and

WHEREAS, a retainer agreement for Keane & Beane, P.C. has been received and reviewed by the City Manager; and

WHEREAS, account 001.1420.0485, Legal Services has been budgeted for \$665,000.00 of legal services for the City of Peekskill; and

WHEREAS, the Common Council deems the appointment of Keane & Beane, P.C. as City Attorney and to provide general counsel and labor and employment counsel services to be in the best interest of the City of Peekskill.

NOW, THEREFORE, BE IT

RESOLVED, that the Common Council hereby approves and consents to the City Manager's appointment of Keane & Beane, P.C., to serve as the City Attorney for the City of

Peekskill, and to provide general counsel legal services and labor and employment counsel, for the calendar year 2026, retroactive to January 1, 2026; and be it further

RESOLVED, that the Common Council hereby authorizes the City Manager or his authorized designee to enter into a retainer agreement with Keane & Beane, P.C., for the calendar year 2026, to serve as the City Attorney for the City of Peekskill and to provide general counsel legal services and labor and employment counsel services, and to take all and any other necessary steps to effectuate the intent of this resolution; and be it further

RESOLVED, that this Resolution shall take effect immediately.

January 2, 2026

VIA E-MAIL

Matthew Alexander
City Manager
City of Peekskill
840 Main Street
City Hall, Room 32
Peekskill, New York 10566

Re: Legal Services; Keane & Beane, P.C.
City of Peekskill City Attorney Retainer

Dear Matt:

I write to confirm the terms of our firm's provision of legal services to the City of Peekskill as City Attorney from January 1, 2026 through December 31, 2026. The firm, however, serves at the pleasure of you and this Agreement can be terminated by you at any time for any reason.

General Counsel Retainer

For general municipal services, we will provide advice and counseling on the full range of municipal issues that will arise from time to time at a fixed rate of \$275.00 per hour. Eric Gordon, Esq. will staff the position of City Attorney and be the primary contact between our firm and the City. Among other things, the retainer will cover attendance at Common Council meetings, meeting with City staff at City Hall, consultation, advice, opinions on questions presented by City officials, review and preparation as necessary of routine City contracts, resolutions, local laws, litigation and other actions, and the like. We will render bills on the first day of each month for work done the prior month. Our office bills in increments of tenths of an hour.

Land Use Applications

For review of land use applications our firm will charge the City at a rate of \$250.00 per hour for associates and \$285.00 per hour for partners. We will bill in each instance on the first day of each month for work done in the prior month. We will only work on land use matters assigned to us by the City Planner. George Alissandratos, Esq. will attend the Planning Board meetings and Christian Gates, Esq. will attend the Zoning Board of Appeals meetings.

Matthew Alexander
City Manager
January 2, 2026
Page 2

The City has authority to require land use applicants to reimburse the City's legal fees for State Environmental Quality Review Act reviews under New York State Environmental Conservation Law § 8-109(7)(a) and for special permit and other land use reviews under New York State Municipal Home Rule Law § 10 and § 22, the New York State General City Law and the City of Peekskill City Code, so long as the fees are reasonable and necessary and incurred in connection with the City's examination and action on the applicant's project. Thus, review of an applicant's documents and submissions for compliance with law or approval requirements will be reimbursable and billed at rates applicable to land use applications. Conversely, enforcement or Article 78 review proceedings will not be reimbursable, and they will be charged to the City at the rate set forth above for general counsel matters.

Labor and Employment Law

Our firm will also provide legal services for personnel, labor and employment law and related matters. Lance Klein, Esq. and Richard Zuckerman, Esq., will be the lead contact with respect to such matters including but not limited to: (a) advice and counsel regarding contract administration, personnel, human resources, civil service and other related labor and employment issue; (b) litigation, including but not limited to PERB hearings and charges, grievance and other arbitrations, disciplinary hearings, Federal Court matters, and State Court matters; (c) labor negotiations; and (d) any other labor and employment matters for which the City requests our services. Mr. Klein and Mr. Zuckerman will charge the City at the rate of \$395.00 per hour. Other partners will charge at the rate of \$350.00 per hour and associates will charge at a rate of \$300 per hour while working on any labor and employment law related matters.

Law clerks and paralegals will be billed at a rate of \$200 per hours for all matters.

This agreement does not include legal services for tax certiorari, In Rem matters (all of which are handled by separately retained counsel) and matters prosecuted in City Court relating to City Code violations and vehicle and traffic matters, which are handled by the City Prosecutor, Ingrid Sullivan.

Any out-of-pocket expenses and reasonable disbursements, including, but not limited to, overnight delivery costs, filing fees, extensive copying charges, and transcripts when necessary, parking and travel expenses, and other such extraordinary fees or expenses are payable in addition to the legal fees. These expenses also will be included in our monthly statements.

Matthew Alexander
City Manager
January 2, 2026
Page 3

In the event a dispute arises between us relating to fees, you have the right to seek arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts. A copy of Part 137 will be provided to you upon your request.

You have the right, at any time, to terminate this engagement upon written notice to us. Immediately upon receipt of such written notice, we will cease to render any further services. Should you elect to exercise your right of termination, you will have the continuing obligation to pay all fees for services rendered and disbursements incurred prior to such termination. Once such fees and disbursements have been paid in full, we will cooperate in arranging for the transfer of files and records to you or your designee.

We may terminate our engagement and withdraw from representing the City at any time with the consent of the City or for good cause. Should we elect to exercise said right, you agree to cooperate and free us of any obligation to perform further services on your behalf and to pay to us in full all sums due to us for work performed and disbursements incurred prior to such withdrawal. For these purposes "good cause" shall be deemed to include (i) those instances in which you fail to meet your obligations under this Agreement and continue to fail to do so for thirty (30) or more days after written notice from us of such failure, (ii) your refusal to cooperate with us and (iii) any circumstance which would render our continuing representation of you unethical, impracticable or unlawful.

It is expressly understood that we do not guarantee or predict any result whatsoever in connection with the legal services to be performed on your behalf. Further, this Agreement shall be deemed to exclude matters not expressly included herein. We will consult with you or with whomever you designate prior to undertaking to perform any services regarding such excluded matters, including, but not limited to, litigation matters and arbitrations, and will enter into a separate retainer arrangement with you as to such services.

This Agreement sets forth the complete agreement and understanding of the parties. It shall not be changed except upon the mutual consent of the parties reduced to a writing signed by both parties.

Matthew Alexander
City Manager
January 2, 2026
Page 4

If the foregoing is acceptable, please execute where indicated below and return at your earliest convenience. We look forward to continuing our work with the City of Peekskill in 2026.

Very truly yours,



Nicholas M. Ward-Willis

NMW/sj

ecc: Barbara Durkin, Office Manager

ACKNOWLEDGED AND AGREED TO BY:

By: _____
Matt Alexander, City Manager

Dated: _____

CITY OF PEEKSKILL COMMON COUNCIL
PEEKSKILL, NEW YORK

AGENDA BILL

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO TERMINATE ELECTRICAL SERVICES AGREEMENT CONCERNING THE COMMUNITY CHOICE AGGREGATION PROGRAM	FOR AGENDA OF: 1/12/2026		AGENDA # J-9
	DEPT. OF ORIGIN:	CITY MANAGER	
	DATE SUBMITTED:	12/30/2025	
	DEPARTMENT HEAD:	CITY MANAGER	
	EXHIBITS/STAFF:	LETTER TERMINATING ELECTRICAL SERVICES AGREEMENT	

APPROVED AS TO FORM BY CORPORATION COUNSEL	ELG
APPROVED BY COMPTROLLER	JgJ
APPROVED BY CITY MANAGER FOR SUBMISSION	mca

EXPENDITURE REQUIRED	N/A	AMOUNT BUDGETED	N/A	APPROPRIATION REQUIRED	N/A
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SUMMARY STATEMENT

THIS RESOLUTION AUTHORIZES THE CITY MANAGER TO SIGN A LETTER TERMINATING THE ELECTRICAL SERVICES AGREEMENT BY AND AMONG THE CITY OF PEEKSKILL, SUSTAINABLE WESTCHESTER, INC. AND CONSTELLATION NEWENERGY, INC. WITH RESPECT TO PARTICIPATION IN THE COMMUNITY CHOICE AGGREGATION PROGRAM.

RECOMMENDED ACTION

ADOPT THE RESOLUTION TO AUTHORIZE THE CITY MANAGER TO SIGN A LETTER TERMINATING THE ELECTRICAL SERVICES AGREEMENT BY AND AMONG THE CITY OF PEEKSKILL, SUSTAINABLE WESTCHESTER, INC. AND CONSTELLATION NEWENERGY, INC. TO WITH RESPECT TO PARTICIPATION IN THE COMMUNITY CHOICE AGGREGATION PROGRAM.

MOVED BY:	SECONDED BY:
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ROLL CALL VOTE					
MAYOR MCKENZIE			COUNCILMAN DIGRUCCIO		
DEPUTY MAYOR RILEY			COUNCILWOMAN CHANG		
COUNCILWOMAN TALBOT			COUNCILMAN RIGGER		
COUNCILMAN FASSETT					

FUNDING SOURCE (FEDERAL, STATE, COUNTY, BUDGET)	AMOUNT	GENERAL LEDGER ACCOUNT	CITY MATCH AMOUNT	CITY MATCH GENERAL LEDGER ACCOUNT
FEDERAL	N/A	N/A	N/A	N/A
STATE	N/A	N/A	N/A	N/A
COUNTY	N/A	N/A	N/A	N/A
BUDGET	N/A	N/A	N/A	N/A

**RESOLUTION OF THE COMMON COUNCIL
AUTHORIZING THE CITY MANAGER TO SIGN A LETTER
TERMINATING THE ELECTRICAL SERVICES AGREEMENT
BY AND AMONG THE CITY OF PEEKSKILL,
SUSTAINABLE WESTCHESTER, INC. AND
CONSTELLATION NEWENERGY, INC. TO PARTICIPATE
IN THE COMMUNITY CHOICE AGGREGATION PROGRA**

WHEREAS, the City of Peekskill is a member of Sustainable Westchester and participates in the Community Choice Aggregation Program (“CCA” or the “Program”); and

WHEREAS, the Electric Service Agreement (“ESA”) by and among the City of Peekskill, Sustainable Westchester, Inc. and Constellation NewEnergy, Inc. with respect to the City of Peekskill’s participation in the Program terminated on November 30, 2025; and

WHEREAS, the City of Peekskill had desired to continue to engage the services of Sustainable Westchester, Inc. as the Program Manager for the Program and committed to enter into a new ESA to continue its participation in the CCA once an electrical services provider was selected; and

WHEREAS, in connection with the CCA, Sustainable Westchester, Inc. provided the City of Peekskill with information regarding a plan to secure a new ESA (the “2025 ESA”); and

WHEREAS, on April 14, 2025, the Common Council passed Resolution J-17 to continue its participation in the CCA; and

WHEREAS, Constellation NewEnergy, Inc. was selected by Sustainable Westchester, Inc. to act as the electrical services provider under the Program and the City of Peekskill entered into an ESA by and among City of Peekskill, Sustainable Westchester, Inc. and Constellation NewEnergy, Inc., that was to commence on or about December 1, 2025; and

WHEREAS, the State of New York has implemented new rules that govern community energy programs statewide, which impact all Community Choice Aggregation administrators and their energy providers; and

WHEREAS, Sustainable Westchester, Inc. has determined that continuing the Program under the current regulatory framework is no longer feasible; and

WHEREAS, by letter dated November 10, 2025 the City was notified that the Program was being discontinued and that Sustainable Westchester, Inc. and Constellation NewEnergy, Inc. had mutually agreed to terminate the ESA and cancel the Program; and

WHEREAS, for residents and small businesses within the 26 municipalities participating in the Program administered by Sustainable Westchester, Inc., there will be no disruption to electric service as power will continue to be supplied safely and reliably by their local utilities, Con Edison and NYSEG; and

WHEREAS, as an alternative, customers may select another energy services company; and

WHEREAS, as a matter of administration, the City Council hereby authorizes the City Manager to execute the letter terminating the ESA.

NOW THEREFORE,

BE IT RESOLVED that the City of Peekskill Common Council does hereby authorize the City Manager or his designee to execute a letter terminating the ESA by and among the City of Peekskill, Sustainable Westchester, Inc. and Constellation NewEnergy, Inc. and formally discontinue the City of Peekskill's participation in the Community Choice Aggregation program; and be it further

RESOLVED that the City Manager or his designee is authorized to take all actions necessary to effectuate the terms of this Resolution; and be it further

RESOLVED that this Resolution shall take effect immediately.

11/10/2025

City of Peekskill
Attn: Matthew C. Alexander
840 Main Street,
Peekskill, NY 10549

Sustainable Westchester
Attn: Noam Bramson, Executive Director
40 Green Street
Mount Kisco, NY 10549

RE: Mutual Termination of Electric Service Agreement – City of Peekskill Community Choice Aggregation Program

Dear Mr. Alexander and Mr. Bramson:

This letter serves as formal notice that, by mutual agreement, the Parties – City of Peekskill (“Municipality”), Sustainable Westchester, Inc. (“Program Manager”), and Constellation NewEnergy, Inc. (“Constellation”) – agree to terminate the Electric Service Agreement by and between the Parties dated 6/5/25 (“ESA”), prior to the commencement of service to the Municipality’s customers.

The Parties acknowledge and agree that, as of the date of this letter, the ESA has not commenced and Constellation has not begun providing electric supply services to the Municipality’s customers pursuant to the terms of the ESA. In connection with the ESA, certain regulatory outreach and education filings by the Municipality and Program Manager are required for approval by the New York State Public Service Commission (“PSC”) prior to Constellation’s ability to issue opt-out notices, enroll Participating Customers, and commence service. The Parties further acknowledge that, despite good faith efforts, the necessary PSC approvals for these filings were not obtained, and as a result, the ESA cannot be implemented as originally contemplated.

Accordingly, the Parties mutually agree to not move forward, and therefore, the ESA shall be terminated effective as of 11/10/2025. This termination is executed prior to the commencement of any service, delivery, or performance under the ESA.

The Parties expressly agree that, due to the absence of any performance, delivery, or reliance under the ESA, no Party shall be liable to any other Party for any damages, penalties, costs, or other obligations of any kind arising out of or relating to the ESA or its termination. Each Party irrevocably waives any claim for consequential, incidental, punitive, exemplary, or indirect damages, lost profits, or business interruption damages, as further supported by Article 19.2 of the ESA. No Party shall have any continuing or future obligation to any other Party under the ESA, except for obligations, if any, that may have accrued prior to the effective date of termination (which, in this instance, are none). Terms not otherwise defined in this mutual termination letter shall have the meaning set forth in the ESA.

Please evidence your agreement to this termination by having a person with the appropriate authority sign below and return this letter by mail or email to:

Constellation NewEnergy, Inc.
Attn: Contract Administration
1001 Louisiana Street, Suite 2300
Houston, TX 77002
contractadmin@constellation.com

With a copy to

Sustainable Westchester, Inc.
Attn: Noam Bramson
40 Green Street
Mt Kisco, NY 10549
Noam@sustainablewestchester.org

Please reach out to your sales representative if you have any questions or concerns.

Regards,

Amanda Stewart
Vice President – Retail Operations

READ, ACKNOWLEDGED AND AGREED TO:

City of Peekskill

Signature: _____

Printed Name: Matthew C. Alexander

Title: City Manager

Sustainable Westchester, Inc.

Signature: _____

Printed Name: Noam Bramson

Title: Executive Director