

A regular meeting of the City Council of the City of Newburgh was held on Monday, March 12, 2018 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Prayer/Rezo

The prayer was led by Bishop Doctor Gerald Jones of the Heaven Bound Church of Deliverance, in Newburgh, New York.

Pledge of Allegiance/Juramento a la Alianza

Roll Call/Lista de Asistencia

Present: Mayor Kennedy, presiding; Councilman Harvey, Councilman Jacobson, Councilwoman Mejia, Councilwoman Monteverde, Councilwoman Rayford, Councilwoman Sofokles-7

COMMUNICATIONS

Approval of the minutes of the meeting of February 26, 2018

Councilman Harvey moved and Councilwoman Rayford seconded.

**Ayes: Harvey, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Kennedy - 7
Carried**

City Manager Update/ Gerente de la Ciudad pone al dia a la audiencia de los planes de cada departamento

City Manager Michael Ciaravino gave some highlights in several city departments.

Recreation Department

Registration for the Annual Summer Playground is open. The camp is for children in grades 1-6. The fee is \$350 per child for residents and \$450 per child for non-residents, and the fee includes all trips. You must register in person at the City of Newburgh Activities Center. The Positive Image Teen program will change its starting date to July 6, 2018 to ensure that we have summer programming for our teenagers. The program promotes health and personal development for high-school aged youth. Registration is open for the Adult Co-ed Softball League, which begins on Saturday May 5th. The cost is \$400 per team. You may contact Alex Alvarez at (917) 370-5193 or contact the Recreation Department directly. Newburgh's *Cal Ripkin Baseball League* is currently seeking players for the upcoming spring season. Please contact Jorge Resto at (845) 264-2950 for more information.

Also registration is open for Spring Youth Soccer for children ages 3-7. The cost is \$65 per player, and it includes a full uniform and an end of season award. Hook Elite Boxing Club will host its *2nd Annual Gloves Up Guns Down* boxing show featuring the Ernie Boxing Club from Belfast, Ireland. The event will be held on Sunday, April 8th, at the Armory Unity Center. For more information, contact Leonard Lee at (845) 857-0162. The city's Annual Easter Egg Hunt will be held on Saturday, March 24th, for children ages infant through 11 years old. Contact the Recreation Department for more information.

The City Manager commended Derek Stanton and his entire staff for the in-depth and volume of youth programs that are being put together with a slim budget. We, as well as the community, appreciates all of their efforts. Other communities marvel at the number of programs that we are able to offer given slim resources. The aged-old cliché "more with less" continues to resonate within city departments, and youth programming continues to develop magically while the department's budget line holds steady.

Police Department

Police Chief Douglas Solomon is with us this evening, and he has been on the job for roughly two and a half weeks. Ciaravino is proud to hear that our city has a highly functioning police department, and it is obvious that a lot of hard work has gone into establishing community relationships. Even without a named Police Chief, we had a mighty bench of leaders in the department. This department continues to land "on top" and our statistics speak louder than anything else. We had another opportunity for the Shot Spotter technology to prove its worth. Somebody discharged a firearm close to our Activities Center. Within a very short time, the individual was shocked by the response he received from the Newburgh Police Department, which ultimately led to his arrest. One officer was injured, but we expect that he will make a full recovery. Shot

Spotter was able to pinpoint, within inches, where the shell casings would be found. The message for those individuals who continue to discharge firearms is that they need to leave our city because we are just getting started. It is pretty impressive to see that the technology, teamwork and leadership is helping us establish a foundation of safety.

Water Department

He reminded us that the Water Department is having its Open House. The department is providing tours of our brand new filtration plant on the 2nd Saturday of each month. Call the Water Department directly at (845) 565-3356 to schedule your tour. He thanked Wayne Vradenburgh for his leadership in the department. Many people are shocked to find out that Vradenburgh, himself, answers calls to the department outside of regular business hours, including on weekends. We recently purchased a valve insertion tool and all of the equipment that goes along with it. Our distribution staff has been trained already, and additional training is underway as warmer weather approaches. This will enable us to make our own repairs on water lines where we need to maintain crucial water flow, such as near the hospital. The new equipment will allow us to make repairs in-house, rather than us having to hire an outside contractor to do emergency and costly repair work. During this past snowstorm, the water department shoveled over 750 fire hydrants. The city manager reminded residents to keep a 3-ft x 3-ft area around fire hydrants situated in front of homes and businesses, clear of snow and ice. This will continue to allow emergency access by our fire department. Thanks to the team, he is happy to report that the average Flow Rate leaving the treatment plant, is well below half of what we used to produce every day.

The City Manager concluded his report at this time.

PRESENTATIONS

A Certificate of Achievement will be presented to Raymond Bryant (Omari Shakur) member of the New Voters Movement for registering over 2,000 people to vote in Orange County, New York

Mayor Kennedy commented that it is quite a feat for someone to get over 2000 people

registered to vote. Now if we can just get all of those 2000 voters out to vote, then we got something really going for us.

Omari Shakur pointed out that 2008 was the first year that Orange County became a Democratic County. The best way that we can fix our city is to elect people who are going to represent us. He thanked the council for its recognition this evening.

Councilwoman Rayford quoted Martin Luther King, Jr. in that "whatever you do, you keep moving forward". She remarked that Omari Shakur has picked up the torch from our forefathers. A lot of our ancestors died for the right to be able to vote. We recognize the hard work that Shakur has put forth. Whether it was raining or shining, there was never a time that she did not see him with the clipboard and voter registration forms in his hand. She thanked him and stated "May God Bless You."

Councilwoman Sofokles stated she has known Omari for a very long time. She appreciates everything that he has done in our city. She thanked Councilwoman Rayford for suggesting that the council do this because it is long overdue.

Councilwoman Mejia commented in Spanish. She stated that Omari's efforts encompass *everyone* in the community, not just one or the few. She thanked him from the bottom of her heart, and she wants him to know that she has his back.

Councilman Harvey commented in Spanish too. He stated that Brother Omari is a pillar in this community, and we thank God for him. We know that there is a giant and a leader in him, and we have known that from *Day One*. He quoted an ancient Chinese Proverb, in that "many hands, many minds, one goal." We can move this city forward with brothers and sisters like Omari.

Councilwoman Monteverde stated that Omari is a role model, a father, a brother and he is a grandfather. She has walked the streets with him, and it is amazing to see what he does. Everybody knows Omari. He is a grassroots organizer and she appreciates everything that he has done for our community.

Councilman Jacobson appreciates people getting involved in politics, even if people don't always support him. He hopes that everybody in this room uses this as an example of getting their neighbors registered to vote because this is what democracy is in our country. He congratulated Omari, and said that he plays an important role in our democracy.

Mayor Kennedy appreciates the fact that she and Omari have become friends. They are working on the same goal of moving the city forward. This is an indication of how the city comes together. She thanked him for all that he does for our city.

Shakur laughed and commented that he has his clipboard for anybody who needs to be registered to vote.

COMMENTS FROM THE PUBLIC REGARDING AGENDA AND GENERAL MATTERS OF CITY BUSINESS

Mary Elin Korchinsky stated that no one has asked the question "Are you registered?" more than Omari Shakur. We are profoundly grateful for what he has done. He has taught us to put into action about what we have learned as children, that "ours is a government of the people, by the people, for the people," despite what we are living through today. Shakur has given thousands of people a voice, and he has given us a chance to listen, which is an invaluable lesson.

Mark Carnes thanked the council for putting in such long hours, and he knows that we are all overworked and underpaid. He thanked Omari for teaching him that politics is about connecting with people. Omari speaks to everybody and he speaks *for* everybody. Carnes may not agree with everything Shakur has said in the past, but he knows that if Omari said it, then it has to be vocalized. He thanked the council for honoring him tonight.

Gabriel Lynn does not know if he supports the Alembic project yet. He needs to see the numbers, housing requirements, the business incentives and tax breaks first. What he

does support is the community process that allows all voices to speak. Nothing has been written, and if you want your voice to be heard, then get up and speak up. He does not know if there is a lot of public housing available contrary to what he has heard people say. In fact, there are only two public housing projects in the entire city and the waiting list is years long. Alembic has proposed that 55 affordable units will be available, which represents less than 1% of all available units in the city. Some people think that Newburgh has already been gentrified, but we haven't seen anything yet. We all know how this plays out, just as it did in Brooklyn, Oakland, San Francisco and his own hometown of Washington, D.C. He talked about the resurfacing of *Reaganism* politics and Voodoo Economics of the 1980s, which will only lead to a playground for the wealthy. It won't include Newburgh's working class or our Communities of Color that have been here for generations. Newburgh won't include you and it won't include himself. We have to dictate the type of city we want before it is dictated to us.

Emily Verlezza loves this city, and wants to see it grow in a way that benefits all of its residents. Currently the availability of rental housing in Newburgh does not align with the income and needs of community. The danger of selling property only to luxury housing developers is that the city will become gentrified. People who have lived here for years, generations even, will be driven out. The city should seek out developers who will cater to the needs of the people. Verlezza appreciates Alembic's gesture of reaching out to the people to assess our needs. If you stop this process in its tracks, then another developer may not take the time and effort to carry out this process in the future. She implored the council to continue with the process so that the people can have a say in what occurs in the future of Newburgh.

A school-aged child commented. He is a Sixth Generation member of the Ward family, and he was born in this city. Newburgh is beautiful city, but we can make it better. Newburgh needs better places for children to go, and we need affordable housing for residents. The community in City Hall needs to be better for the community as a whole.

Ed Kennedy shamed the City of Newburgh for not trying to help people remain in their homes when they become behind in their taxes. He stated that he begged the city to let the woman stay, and that he would guarantee that the rent was paid; but the family was kicked out in the middle of winter. You can't continue to do things like this to people. Next, he mentioned that the Newburgh Rowing Club (NRC) received a letter three days ago. He has been down there for twenty (20) years. He would love for NFA to join him, but, he feels that the city should have talked to him first. He felt that the agreement he received was unfavorable, and it would have knocked him out of there. He urged the council to table it, talk about it and make sure that it is fair.

Cynthia Gilchisten stated that affordable housing is needed desperately. She has lived here for over twenty (20) years, and she is scared that she will be forced out. Her children can't afford a place to rent, even if they share the expenses. Her children have asked her, so she asks us tonight "Where should we go?" It is imperative that the community remains part of the process and decision-making. She is praying that her children find a place so that they don't have to move out of state, and far away from her.

Michael Manion stated that we need affordable housing, but we also need tax ratables. It seems as though both groups are throwing stones at each other and we are getting nowhere. He is fortunate to be able to live at the Cornerstone Residence, but, many people pay 2x-3x the amount that he pays, and the building conditions are horrendous. He can't stay shut on the issue. Perhaps we could set up a community meeting so that we can work out something together. He sees both sides of the equation. We tend to forget that we need to be human beings.

Stuart Sachs commended the council for recognizing Omari's voter registration efforts. When he moved here 15 years ago, Newburgh had a shockingly low voter participation rate. The essence of Democracy hinges on participation. Failure to participate leads to a failed democracy. Sachs feels that our nation is struggling with that notion right now.

Dorice Barnwell read the definition of "affordable housing" as defined by the U.S. Department of Housing and Development (HUD). According to Newburgh's Consolidated Five-Year Plan 2015-2019, 21% of households earn less than \$15,000. As many as 1,962 families fall under the poverty guidelines. Four out of the seven census tracks in Newburgh are low-income, with the greatest concentration of poverty located near the riverfront. She asked the council who deems what luxury housing looks like, who receives it and why. She does not have to read off numbers to us or debate the issue because the *proof is in the pudding*, and it is in the writing. What is going to be done to accommodate everyone regardless of what income they earn? What will become of the men and women who have their natural supports and medical providers here? She implored the council to take into consideration, all of the men and women who remain faceless and nameless in this city, because they do matter.

Joe Alvarez, *We Are Newburgh*, stated that he is not choosing sides. All we do is battle over properties and tax ratables. Everybody involved in city government works hard to try to move this city forward. He asked the people on the side that opposes affordable

housing projects, if they have any projects lined up that are going to be large-scale or luxury housing development. He feels that many people are concerned with the lining of their own pockets instead of the needs of the entire community. Some people only moved to Newburgh because they could no longer afford to live in Brooklyn. It is unfortunate to see this project divide our city. Maybe the riverfront is best situated for luxury housing; but, where else can we put affordable housing where people feel comfortable to come home to? We need to start utilizing all of the passion that exists in our city and come together. If we start listening to each other for a change, then we can be the strongest city in the Hudson Valley.

Patrick Cousins recently purchased a property in the City of Newburgh. It is an old home, full of pest and vermin and he has been cleaning it up. Nonetheless he is proud of the purchase, and he thanked Deirdre Glenn and staff for their efforts. He stated that the city is lucky to have them in that office. He stated that the Dutch Reformed Church (DRC) and 2 Montgomery Street projects are in great hands. Let Glenn continue on with the process and let's see where it goes. She is going to help this city; she is not going to hurt it.

Omari Shakur thanked the council for its recognition. His family actually consists of seven generations now, as he is now a great-grandfather. His grandmother owned a business, and his great-grandmother owned a home on Smith Street before she was forced out. As a result, all of her descendants are now renters in this city. Because a lot of the downtown businesses and homes were destroyed through the years, many families have been displaced and forced uptown. These families can benefit from the Alembic development. Our City Master Plan states that the city must have affordable housing. If you don't ensure that the people have it, then the city can be sued. His own past is holding him back from his future, yet this is why he constantly speaks to the youth. He does not want their pasts have to define their futures. He knows that he has not always commented in a clear manner. At times he felt at odds speaking at these meetings, because his son was murdered here. He knows that he can't change the past, and he can't bring back his son; but, he has made it his goal to try to save the young people of Newburgh. Anybody that knows him, knows that he will work with anyone who wants to work *for* this city.

Natalys Kavallaris spoke on behalf of the Newburgh Rowing Club (NRC). She agrees that we have to save the young people. That means we have to keep the boathouse for them. We all know that part of the city is not safe. Whatever decision you make, please think about the children and what they are going to do with their time. They are the future of our city.

Vanessa Budetti spoke on behalf of her 14-year old son. He is a very talented, and even though he may not be a gifted athlete, NRC is the first program that has been inclusive of his needs. It is unlike any other program that he has ever been in. She pointed out that he is on the autism spectrum, and this program not only plugs into his intellectual strength, but it helps develop his physical strength too. She does not know how we got here tonight on the issue, but NRC has been an amazing program for her son, as well as the other children. She hopes that everything will be done to ensure that the program stays intact.

Ivanna Solis stated that NRC has been a home to her despite everything that has happened in her life. It is the place that she goes to find shelter and happiness. All of the coaches and the people are so friendly. Tearfully, she pleaded to the council that she hopes that the club can remain intact because she does not want to see it go.

Bill Irizarry spoke on behalf of NRC. This room is filled with beautiful young people that participate in a sport that is extremely underappreciated. It is not just about shucking a boat onto the water and rowing away. It takes a lot of skill and technique. You have to apply your body and mind to work as a team. From the rower's viewpoint, you would be losing a tremendous opportunity to have, what he says is *real access*, to the river that most of us only drive across every day. The ability to be able to touch the water, and row upstream back to the docks against the waves, is a very empowering feeling. The girls are very competitive and they are out there every week. Irizarry also commended the parents for being heavily involved in the program. He stated that Coach Kennedy has put a lot of time, effort and money into the boathouse for the city to just sign away on a whim. He urged the council to look into it closely, as the program is very beneficial to a broad spectrum of people.

Councilwoman Mejia interjected that she has not seen any resolution before her that would close the Newburgh Row Club.

DEVIATION FROM THE AGENDA

Mayor Kennedy suggested that the council vote to make a shift from the agenda. She is hearing a lot of inaccurate comments about the future of the Newburgh Rowing Club, and she felt that the council should address it right away.

Councilman Harvey moved and Councilwoman Monteverde seconded that the council shift from the agenda to explain the Newburgh Rowing Club matter.

The council voted unanimously in favor of this motion.

Councilman Harvey stated that they love the Newburgh Rowing Club. Someone has fed NRC a false narrative about the program being shut down. He recalled that a representative was at the work session supporting the resolution. The resolution is not to end NRC. It is simply an agreement for us to sign with the Newburgh Enlarged City School District, so that the sports team can join NRC and share space at the park. Harvey stated that Mr. Kennedy is a well-respected educator within the school district, and he considers him to be a friend. Harvey stated that he sat here, and painstakingly listened to all of the outcry in the room. This is what happens when people are fed the wrong information.

Mayor Kennedy wanted to curtail the public comment period to the next five (5) speakers for the sake of time.

Councilman Jacobson did not agree with that notion of shutting down public comments early. Everybody should get their three (3) minutes, even it means that he has to be here until midnight. He agrees that there is a lot of misinformation, but, he feels that the council should hear all public comments first, and then discuss the matter when it comes up for vote. It is wrong to shut down public discussion.

Corporation Counsel Michelle Kelson explained that the city dedicated a parcel of land south of the wastewater treatment plant in 1999. Known as Ward Brothers Memorial Rowing Park, the park was dedicated for rowing and non-mechanical rowing sports. Shortly thereafter the City of Newburgh entered into a license agreement with the Newburgh Rowing Club. The organization, at its own expense, has made various improvements over the years that include a boathouse, pavilion and the docks. At the end of the day it is still a public park. Newburgh Enlarged City School District (NECSD) maintains a scholastic sport at the high school, called NFA Crew. At one point the high

school team may have entered into a separate agreement with the Newburgh Rowing Club to use of the dock. NECSD approached the City of Newburgh about the possibility of relocating back to Ward Park, so that the school team could use the park for practice during its sports season. City staff surveyed the area to make sure the school team could be accommodated without disrupting the Newburgh Rowing Club. It is public land and they should be able to launch their boats from the city's dock. Kelson understands that NRC wants to keep its boathouse private for the time being, which would be fine. But she hopes that all of the organizations that are professionally run, and have the best interest of the students in mind, can find a way to work together to use that natural resource.

Councilman Jacobson does not understand what all of the contention is about. Many of the children of the Newburgh Rowing Club want to become part of the Varsity school team anyway. Maybe there are a lot of bad personalities displayed, and it may seem as though people aren't rowing in the same direction, but the park is big enough for both entities, and it is large enough to accommodate *all* of the children. You should put the children first.

Councilwoman Rayford sees a breakdown in communication. She feels that if NRC was there from the beginning, then out of respect for the organization, the city should have talked to Mr. Kennedy first. We should have informed him that somebody else was interested in the park space too. Let the two organizations come together on an agreement, they should bring it before the council, and then we can vote on it.

Councilman Harvey felt that it was communicated appropriately. The two entities did come to a happy median. We have to do this tonight because NECSD's school board meeting is tomorrow evening. It goes back to the age-old principle of *sharing is caring*, because it is a public park. He feels bad that children came before the microphone and cried their eyes out about it. He stated that no one from this legislative body would ever shut down NRC, nor would this body ever exclude any child that wants to participate in that wonderful sport along our riverfront.

Councilwoman Monteverde agreed with Councilman Harvey. She wants the children to know that she supports the Newburgh Rowing Club. She would love to come down to the riverfront and row with the children someday. It is not the council's intention to shut down the program, nor is that the intention of tonight's resolution.

Mayor Kennedy stated that she supported NRC from the start. She has rowed in the boats with the group, and she would never vote to shut it down. She has read the agreement and she feels that the representative has always spoke in favor of NRC. We need to count on it to work. We will get along a whole lot better if we all get in the same boat and row in the same direction.

Councilman Jacobson remarked that the agreement has been modified since last week according to the recommendations of the representative. Those changes were brought back before the school board, and they agreed to it. We are supporting both entities.

The council resumed the public comment period.

Drew Kartiganer congratulated Omari Shakur. It is good that he brings people together to vote, because many people do not vote. Kartiganer opposed the Alembic proposal because it is not going to pay its fair share of taxes. Affordable housing is essentially low income housing, which is essentially subsidized housing. Newburgh has the highest concentration of low income housing in all of Orange County. And it would not be limited to just Newburgh residents. Anyone, from Ulster County to New York City, would be able to apply and equally win it. The RFP process was corrupted from the beginning in that it was only done afterward to cover up a predetermined selection. Part of the reason he feels this way is due to the haste involved in the selection process. These properties have sat untouched in the city for over forty (40) years. Yet you find somebody to figure it all out in two months? You need to do a new RFP, you need to separate the projects, and you need to get a qualified developer that knows what he is doing. People looking for affordable housing want space for their children to play. He does not believe that property situated along the waterfront is the ideal place, because the children will be playing on the concrete. The waterfront is the city's future. If you do not put tax ratables there, then the people of this city will continue to live in poverty.

Kippy Boyle agreed that a breakdown in communication has occurred. There has been a pattern of city government excluding all of the stakeholders in the decision-making process. She recalled the Urban Farm license agreement. The Conservation Advisory Committee and Downing Park Planning Committee were excluded from the process, and they were locked out of the space. This is why people are foaming at the mouth about these projects. She stated that there was no mention of Newburgh Rowing Club in the contract. If it is true that NRC was not brought to the table as a stakeholder, then this

would be an example of things not being done according to process. As an environmentalist, every single one of these projects has to do with our parks and open space. There will be nothing, except cement, if you do not start including everybody.

Sylvie Santiago, President of Friends of Newburgh Crew (FNC), commented. FNC is the organization that has been funding the NFA Crew Team for the last six years since it was cut from the school budget. She understands the kids' passion. It has been a long struggle for the school team, and they have made similar presentations to the school board. She thanked the city for considering to have the team at that space. It is beautiful for our area to have the rowers on the river.

Rosemary Lee congratulated Omari. She recalled the last meeting she attended, in which a man, who did not identify himself, stood up and stated that the Alembic project was the "best thing since sliced bread, and anybody who is against it is a racist and a segregationist." A lot of hate was spewed out that evening, and Lee was extremely shocked to learn that the man who spoke those words was Councilwoman Mejia's husband. She feels that Mejia should recuse herself from any decision that the council makes regarding Alembic. Also, anybody else who has a vested interest in the project should recuse himself. She spoke to Chief Solomon's recent call-out. She purchased 200 of the booklets entitled *Don't Shoot Me*, and she would like to give them to either him or NFA. She believes it is a great program.

Philip Howard thanked the council for the honor it has bestowed upon his family in recognizing his brother, Omari. He realizes that the relationship between Omari and city government has not always been great. But one thing you can say about Omari is that he cares about this community and he cares about the children in this community. It was a magnanimous gesture of this administration to reach out and show that the work that Omari is doing is not in vain. Essentially he is enfranchising the disenfranchised, and giving a voice to the voiceless. He pointed out that we can complain all we want, but if you are not registered then you are not really participating in the government process, and you really don't have a voice in the conversation. People have died exercising their right to vote. Omari is waking up a community of new voters. It is all about increasing the number of people who have a voice; yet when you look at the numbers at election time, it is not indicative of the amount of work that he has done in the community.

Julie Lyndale congratulated Omari. Newburgh needs to have a better economy, and it is important that we bring jobs here. She is concerned that we are putting the cart before the horse. We are using up this last bit of open green space, and she does not see any jobs

in the future plan. She does not think that Newburgh is gentrified. People who moved here and spent their life savings are not rich people. They don't have enough money to pay \$10,000 in taxes. We can't afford our police and fire departments. Also she is concerned that the current administration could be cutting federal funding, which would help fund this development. If the project stops in the middle of the development, are we stuck with the contract for the next twenty-five years? What if that land is not even buildable? She feels that there are a lot of problems with the project, and she wants to make certain that we go into it with our eyes open.

Evelyn Maldonado spoke. She is one of those people who came to Newburgh because of gentrification in New York City. She had the opportunity to buy a building in Newburgh, and now she can afford to give her daughter a home and a better quality of life. Even though we may not agree on everything, she does see a lot of love for our community, which she admires and respects. She asked the council how it is holding landlords accountable for creating businesses in these architecturally-beautiful and vacant storefronts that exist in the city. She does not understand why the waterfront can't be eligible for mixed-use income. There is so much opportunity for businesses to develop in this city without the need to take up the space on the waterfront.

Michelle Basch thanked Omari. She pointed out that since he has stopped being so angry, she is actually able to hear him now. Her father gave her cost of living guidelines when she was a little girl. Housing is not affordable today, as many people can't afford to pay the rent on one week's worth of their total salary. We need housing for all, but we don't live in a Socialist or Communist country. If we did, then everybody would have housing, jobs, healthcare and education. But that is not the basis of how our country works, as we are a Capitalist society. If we want to build housing for everyone, then we have to be able to afford it. How are we going to be able to afford our police and fire, DPW, and be able to afford to fix our streets if we do not have taxes coming into our city? The only way we can do it is if we use what we have, and that is housing and land, in an appropriate and smart manner.

Bill Conyeyea congratulated Omari. No one is arguing the issue about people deserving good places to live. This thing is spinning out of control, like many things are in our country. He feels that we aren't having a conversation about the balance between people's need for housing and the fiscal reality involved. All you have to do is look at what our tax situation is. The only people who are going to understand it is the people who actually pay taxes. And whether we like them or not, without taxpayers we will continue to experience another sixty (60) years of what Newburgh has experienced already. He appreciated what Ms. Maldonado said about local businesses. But the truth is it is hard to have a business here due to the taxes. Our taxes are twice the amount of

Beacon's and every other city in the Hudson Valley area. The houses are cheap, but the taxes are not cheap, and they have to be paid. That is why the rents are so high. People who purchased homes from Habitat for Humanity are losing them now because they can't afford to pay the taxes. The council has a fiscal responsibility, and the same methods produce the same results. We need something better, and it doesn't have to exclude anyone.

Jerry Maldonado identified himself. He is a proud resident of this city, and he stated that he and his family believe in this city, and all of its potential. He will continue to fight for Newburgh. Folks like Omari Shakur, represent what Newburgh can and should be moving forward. He does not refute the notion that we must balance social and fiscal responsibility. The question is how do we build a city that generates revenue, economic and housing opportunity for *all*? We should not take these fixed positions that are so extreme, and dictate what type of housing belongs where. He was frustrated two weeks ago when he heard people say that luxury housing belongs there. That type of housing, by default, excludes others. If we want to be an inclusive city, then we need to think about building mixed-income housing, complete with retail that revives the corridor and catalyzes the development of the city. Let's take a step back and tone it down to figure out how we can engage in an integrative process.

Nita Sutton stated that the lack of jobs is an issue. There are companies that will teach people coding and other technology so that they can earn better wages. Even she can't spend money in these new businesses that are popping up in the city because she is tax poor herself. The assessment on her home is high, and she can't afford to do any work on her property. She has seen a systematic down-assessing of the properties on her block, and the neighborhood has deteriorated greatly. She used to believe in this city when she first moved here. But now she finds herself having to scoop her heart off the floor. It does not seem to be a plan that is going to work.

Martha White agreed with previous comments. We should re-do the RFP process. White is uncomfortable with some of the connections she has discovered between Councilwoman Mejia and some not-for-profit organizations. She listened to some of the comments made at the last meeting by a representative of the organization Community Voices Heard (CVH). She learned that Mejia was honored by the organization at a previous benefit. She continued on about another project that Alembic undertook in New Orleans. She stated that the developer received some of its funding that tied back to the Ford Foundation. She is not OK with it.

Julianna LoBiondo spoke. She owns two businesses in the City of Newburgh, and she tries to employ city residents. She pointed out some of the NRC's programs, such as the *America Rows and Swims*, which is a not-for-profit program that she heads, provides free swim lessons and rowing programs to children here in the City of Newburgh. There is really no problem with the resolution. The two programs are intrinsically related, and she stated she was the person who helped the NFA Crew Team raise \$60K when the school district cut funding, so essentially we are on the same team. But she would like to see the organization listed as a co-licensee, in which they would share and co-manage the responsibilities. Ward Brothers Memorial Park was a garbage dump when NRC came down there, and they cleared it out by hand. There are some small technical issues with the contract that she won't get into tonight. But NFA can still come down there and have its season this year. The licensee matter would be going forward into the future.

Nydia Dominguez has been in Newburgh for fifty (50) years, and there are a lot of issues in this city. She lost her property due to her inability to pay the taxes. She ended up having to pay rent to Mesh Realty. It took the company a long time to fix a lot of the issues on the building even though she paid her rent every month. They ended up fixing the problems, but not before she was forced to move. She feels that it is very unfair how the city treated her in the situation. She would like to know where all of the tax money is going, because the streets of Newburgh are in terrible shape. Also, she did not know about tonight's meeting. She didn't see it announced on *Record Online*. Many people don't know what is going on in the city.

Lillie Howard thanked the council for honoring her son this evening. She is 78 years old now, and she was born and raised in the City of Newburgh. She grew up on Smith Street. She noticed that Smith Street does not exist on the city maps anymore. Back then, the last block of Smith Street consisted of many African-American families, many of which were homeowners. She was the Assistant Manager of the Newburgh Housing Authority from 1976-1984 when it owned a combined total of 200 affordable housing units at Bourne Apartments and Kenny Apartments. That was 200 units of affordable housing units for low-income people that were sold. Howard stated that anything that is done in this city, in reference to housing, keep in mind that the first 200 units are due poor people.

There being no one else wishing to comment, this portion of the meeting was closed.

Newburgh Affordable Housing Data / 2 Montgomery

Sources:

<https://www.census.gov/quickfacts/fact/table/newburghcitynewyork/PST045216>

<https://affordablehousingonline.com/housing-authority/New-York/Newburgh-Housing-Authority/NY051>

<http://www.city-data.com/housing/houses-Newburgh-New-York.html>

https://datausa.io/profile/geo/newburgh-ny/#category_income

Affordable apartment defined as: **\$1,000**

Which means you need to make: **\$40,000/year**

Percent of Newburgh apartments
that are below \$1,000/mo: **38%**

Percent of Newburgh that
makes less than \$40k: **54.7%**

So that's 38% of housing for 54.7% of the population

A shortage of at least 17%

Federal guidelines recommend spending no more
than 30% of your income on housing.

Only **23%** of Newburgh spends 30% or less
In fact 42% spends over **50%** on housing

Percent of Apartments in Newburgh
that are Section 8 or public housing **6.17%**

Proposed number of affordable units
for Alembic is 55, which would represent

**Alembic would be an increase of less than
1% of available units in Newburgh**

Wait list for public housing **up to 5 years**

Currently sec 8 housing is closed **500 families applied
in 3 hours**

% of undeveloped property on hillside
represented by 2 Montgomery Proposal **20%**

So under the current proposal, the affordable units at
2 Montgomery would represent

**less than 6% of
undeveloped land on the hillside**

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Councilman Harvey thanked Omari Shakur for the all of the work that he does in the community. He has heard all of the comments, and he believes everyone's arguments are valid. He stated that men and women lie, but the numbers don't lie. We are waiting for Deirdre Glenn and staff, as well as the developer, to bring forth the numbers on this project. We can yell and scream, but until they bring back the proposal we don't know what they are even talking about. So why keep spinning the wheels about it and putting all of that negative energy into it. It is hurtful to hear all of the personal attacks. We want the community to be involved, and for those of you who do not know, we have meetings four (4) times a month, and they are open to the public. It hurts to serve our constituents when you are constantly attacking us and other individuals in city government. He urged everyone to be patient, and to give the process a chance to materialize.

Councilman Jacobson thanked everyone for coming out and expressing themselves. He chose to reserve his comments until the items come up individually.

Councilwoman Mejia stated that she has been asked to recuse herself from so many decisions on this council. Many of the comments have been outright and misconstrued accusations that are totally unfounded. She realizes that politics is personal. She serves in the City of Newburgh because this is a personal commitment that she made to her community. It is very hurtful to see her neighbors, and people who she has considered as her friends, begin to attack members of her family that have come up and voiced their opinions, which have the right to do. Also let's start to have the civility to address the council, in its entirety as "Councilperson ____;" instead of solely by her first name. She urged people to do their research first. One of the mantras that the Ford Foundation recently posted is "Justice over Greatness." Organizations, such as the Ford Foundation, have done good things for distressed communities like Newburgh. Mejia is proud to be recognized by CVH. It a great organization, and it is part of our community. She will go down in the spirit and fashion of Emiliano Zapata to continue to speak and help bring people together. This is the sort of division that should not be happening in the community. She pointed out that she will not be recusing herself, as she has filed and disclosed all of her interests with the Clerk's Office. She is confident in stating that there are no conflicts of interest in any decisions for this project, or any other project in this city. As one of the highest vote-getters in her ward, recusing herself from the decision-making of our city will not be happening.

Councilwoman Monteverde knew that when she ran for office it was not going to be easy sitting on this side of the table. She is disappointed at the way the Alembic project has divided our city. We need to listen to each other and go through the process. City

staff is trying to bring economic development to the city, and it is not an easy job. At the end of the day the numbers may or may not work. If they ask for a PILOT we can decide what type of PILOT we will approve. Also we are not voting to shut down NRC program. It is a great program, and she would like to take a tour of the facility someday. She pointed out that George Garrison and the DPW staff are working very diligently to take care of all of the potholes around the city. She stated that the council is working hard to come up with a solution to keep the twelve (12) firemen employed. This is a process too.

Councilwoman Rayford encouraged Omari Shakur to continue to do the work to help move the city forward. She is troubled by the way that the Alembic project was presented to the council. She has sat on the council for two years and this is the first time that she has seen a developer come before them without a business plan. It is unfair that the council has been put in this position without all of the materials being presented first. For a professional standard of doing business, the entity needs to come correct. Rayford felt that Resolution #62-2018 should be tabled. If NECSD has not communicated it clearly, then why are we in such a rush? Let's find out all of the information first. She opposed the local law. A lot of us can't afford another 4% in our water fees. Her comments speak directly to the elderly people of the city, who are eating canned food and trying to manage their ever-increasing bills.

Councilwoman Sofokles stated that everybody knows she is all about tax ratables, but she agrees with her colleagues in that we can't comment about anything now because we haven't heard from Alembic as to what it is presenting. The rowing club is the main issue tonight. Coach Ed has always been there when they needed them at the park. She had no idea that there was any controversy surrounding it. She agrees that it should be tabled, so that the duties are expressed in the agreement. Personally, she does not see why the issue can't be discussed further at the next work session. She would want to make sure that the parties are comfortable on both sides. Sofokles wants the firefighters to know that the council is working as hard as it can. When you look at all of the numbers it does not make any sense not to keep them. She will support anything that we can do to keep our firefighters. She thanked Omari for his accomplishments in the city.

Mayor Kennedy stated she is very proud of Omari's accomplishments. People talk about jobs and taxes all of the time. We let Orange Packaging go out of our city because the company could not afford to pay the taxes. Yet we want to discuss the possibility of giving another entity a tax break. If we do this, then "we are just plain crazy." We need to find a way to work with Orange Packaging, and she asked the City Manager if he has invited the company to a sit-down to discuss options. While city staff is working

internally, the company feels that it is being ignored. She urged the City Manager to call them, set up an appointment and have the conversation.

The City Manager responded that he met with Orange Packaging almost a year ago, even before the company came to the last council meeting. The issue revolves around money though. We want to retain business, but we have to have the funds to offer an incentive. Given the position we are in, it could have a cascading effect, and there could be consequences and ramifications. He pointed out that the recurring theme of most peoples' comments is tax relief.

Kennedy continued in that she has always supported both rowing clubs. She has every bit of faith that the two entities will work it out. Recently she read an article about how people, through social media, spread false information and blow things out of proportion to create unnecessary drama. She urged everyone to read the book The Four Agreements by Don Miguel Ruiz. She pointed out that the author cautions us to be impeccable with our words, not to make assumptions, not to take things personally, and to do our best to adhere to the first three principles. People can do a good job stirring up an entire city before the actual facts are put out. If we are going to pull this city together, then we need to figure out a way to solve conflict in a civil and respectful way.

This portion of the meeting was closed.

CITY MANAGER'S REPORT

Resolution No. 57 - 2018 Proposal with CT Male Associates for Engineering Services on Washington Lake Dam

Councilman Harvey moved and Councilwoman Sofokles seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Kennedy - 7

Adopted

Resolution No. 58 - 2018 Amend 2018 Personnel Book to change positions in Codes

Councilman Harvey moved and Councilwoman Sofokles seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Kennedy - 7

Adopted

Resolution No. 59- 2018 Memorandum of Understanding with SUNY Orange for student interns

Councilman Harvey moved and Councilwoman Sofokles seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Kennedy - 7

Adopted

Resolution No. 60 -2018 Purchase of 109 Chambers Street

Councilwoman Rayford asked the council if it was ever clear about the parcel situated next to it.

Deirdre Glenn explained that it does not interfere with the other parcel.

Councilman Harvey moved and Councilwoman Sofokles seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Kennedy - 7

Adopted

Resolution No. 61 -2018 Purchase of 376 Liberty Street Rear

Councilman Harvey moved and Councilwoman Rayford seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Kennedy - 7

Adopted

Resolution No. 62 -2018 License Agreement with Newburgh Enlarged City School District to use Ward Brothers Park for NFA Crew

Councilman Harvey pointed out that the license agreement does not preclude Newburgh Rowing Club from continuing the work that they do. Tabling this is associated with the old adage “paralysis of the analysis,” which happens so frequently and stops the progressive movement in our city. He is disappointed that misinformation was given to young people and their families. This tactic was unfair, manipulative and it was done intentionally. This is the kind of thing that tears our city apart. It is ironic that Kennedy was not present when the NECSD representative presented it to the council last Thursday; and now tonight the representative is not here to hear Kennedy speak so passionately on it. Harvey feels that there is some type of dissension within the two organizations. It would be unfair for us to stall on a licensing agreement with the school district that prevents it from moving forward with their season.

The City Manager commented that if there are points that need to be addressed, then we can discuss and fine tune them later. Let's establish this arrangement now, so that NFA knows that we are ready. We can work on the codifications later. We are eager to get all of the children rowing. This is a ‘win-win’ for our community.

Councilman Jacobson stated that Ed Kennedy asked him how the city could do this to NRC. Jacobson contacted Corporation Counsel and he was told that you can't license a public park to only one entity, while excluding everybody else. Jacobson feels that the agreement is reasonable. There is enough room for everybody at the park, and it is in the best interest of all.

Councilwoman Rayford saw it as a communication breakdown, even if it only existed between the two rowing teams. Yet, after hearing the attorney speak to the issue, and nodding her head in agreement, Rayford felt that the issue could most likely be worked out down the road.

Councilman Harvey moved and Councilman Jacobson seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Rayford, Kennedy - 6

Nays: Sofokles-1

Adopted

Resolution No. 63-2018

Councilman Harvey thanked the city staff for its diligence, outlook and vision regarding the PFOS crisis. The council asked for litigation to move forward against the responsible parties. He commended Corporation Counsel, Michael Ciaravino and the executive teams for moving aggressively on the issue. We know that it is going to be a long and arduous fight, but, it is only through legal action that the residents, who have been harmed by the contamination, will receive any resolve. Harvey thanked everyone involved because he did not think it was going to happen.

Councilman Jacobson explained that these costs will be recovered, either through settlement or at the end of the trial. This litigation is not going to be cheap, and these costs are necessary to move forward with the action. It is important, and it is the only way to hold everybody accountable.

Councilwoman Monteverde remarked that this is an uphill battle, but, we started it. Hopefully we are going to win the fight. She pointed out that she read an excellent article in the Huffington Post detailing the water issue. She suggested that everybody take time to read it.

Mayor Kennedy agreed with all of her colleagues on this issue.

Councilman Harvey moved and Councilwoman Sofokles seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Kennedy - 7

Adopted

Ordinance No. 1 - 2018 Adding stop signs at the intersection of South Street and Montgomery Street

Councilman Harvey moved and Councilwoman Sofokles seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Kennedy - 7

Adopted

Local Law No. 2 - 2018 amending Section 248-1(B)(1) to increase sewer use rents to 104 percent of the customer's annual water bill

Councilman Jacobson said that he questioned where the money was coming from, because the budget was already passed. He was told that it was necessary for

bonding and maintenance, and that he would be given the numbers and the breakdown. At the work session, he was then told that it was not for bonding; but for maintenance only. He understands the need to put money into infrastructure to make repairs. He is unhappy that he could not get a straight answer, and that this would have been railroaded through if it was not questioned. He felt that the process was not done correctly. It should have been done last year. He opposed the local law.

Councilman Harvey stated he was concerned with it initially because we pay a lot for water already. He requested a comparative analysis from the Comptroller's Office, to see the numbers of other municipalities fall in line with numbers. The comparison analysis, along with the swift move on litigation on the PFOS contamination, are the primary reasons he supports the local law increasing the water fees. Personally, he supports the legislation because of these elements, and he hopes that we will be able to get some reparations for the water contamination sooner than later.

Mayor Kennedy remarked that it was introduced as a clean-up. It was part of the budget, but the local law had to be amended. That step never happened, and this is more of a bookkeeping situation. The bill itself will be increased by \$5, and it not the water portion of the bill, but the sewer portion. It is supposed to be for maintenance of the sewer lines so that we have the money to deal with the problem should another large breakdown occur.

Councilman Harvey moved and Councilwoman Sofokles seconded.

Ayes: Harvey, Mejia, Monteverde, Sofokles, Kennedy - 5

Nays: Jacobson, Rayford-2

Enacted

RESOLUTION NO.: 57 - 2018

OF

MARCH 12, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH C.T. MALE ASSOCIATES, D.P.C. FOR
PROFESSIONAL ENGINEERING DESIGN SERVICES IN
AN AMOUNT NOT TO EXCEED \$127,600.00 FOR A REHABILITATION PLAN
FOR WASHINGTON LAKE DAM

WHEREAS, by Resolution No. 124-2012 of July 16, 2012, the City Council of the City of Newburgh authorized the City Manager to enter into a Master Services Agreement with C.T. Male Associates, P.C. to provide dam inspection and safety related engineering services; and

WHEREAS, by Resolution No. 143-2013 of July 15, 2013, the City Council, pursuant to the Master Services Agreement, further authorized the City Manager to enter into an agreement with C.T. Male Associates, P.C. for professional engineering services related to dam safety for the Silver Stream Reservoir Dam and the Washington Lake Dam including an Engineering Assessment for the Washington Lake Dam, which represented work items necessary to comply with New York State Department of Environmental Conservation Reporting Requirements and the Engineering Assessment of known deficiencies at the Washington Lake Dam and related spill way; and

WHEREAS, by Resolution No. 222-2016 of September 12, 2016, the City Council, pursuant to the Master Services Agreement, authorized the City Manager to enter into an agreement with C.T. Male Associates, D.P.C. for a supplementary investigation of the Washington Lake Dam; and

WHEREAS, following the completing of the Engineering Assessment and supplementary investigation, C.T. Male Associates, D.P.C. has submitted a proposal for engineering design services for the preparation of rehabilitation plans, specifications and permit applications for the necessary improvements required at Washington Lake Dam in an amount not to exceed \$127,600.00; and

WHEREAS, funding for such project shall be derived from HF1.8320.0200.8108.2016-2016 BAN Washington Lake Dam - Low Level Drain and HF1.8320.0200.8111.2016 BAN Washington Lake Dam - Spillway Design and Reconstruction; and

WHEREAS, this Council has determined that entering into an agreement with C. T. Male Associates, D.P.C. is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to enter into an agreement with C.T. Male Associates, D.P.C. for professional engineering design services for the preparation of a rehabilitation plan and related services for the Washington Lake Dam in an amount not to exceed \$127,600.00.

7-18
C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture & Landscape Architecture, D.P.C.

50 Century Hill Drive, Latham, NY 12110
518.786.7400 FAX 518.786.7299 www.ctmale.com



February 28, 2018

Mr. Jason Morris, P.E.
City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550

Transmit via Email to: JMorris@cityofnewburgh-ny.gov

Re: *Proposal for Engineering Design Services*
Washington Lake Dam
New Windsor, New York

Dear Mr. Morris:

C.T. Male Associates Engineering, Surveying, Architecture and Landscape Architecture, D.P.C. (C.T. Male) is pleased to present this proposal to provide Professional Engineering Services related to preparing plans, specifications and permit applications for the proposed improvements at Washington Lake Dam in New Windsor, New York. A summarized rehabilitation plan is provided below, followed by description of the proposed work organized by task.

Project Background

An Engineering Assessment (EA) was prepared by our office and last revised in 2017 for Washington Lake Dam. Additionally, a letter was sent to the City of Newburgh from the New York State Department of Environmental Conservation (NYSDEC) on November 9, 2017 outlining deficiencies. As noted within the EA and letter, there are various deficiencies which prevent the structures from being in complete compliance with NYSDEC Dam Safety regulations. The primary deficiencies identified include:

- 1) The reservoir's spillway discharge channel is in a state of disrepair and requires corrective actions.
- 2) The dam's low-level drains were reportedly abandoned, but the method of abandonment and current state is unknown.
- 3) An operational low-level drain possessing adequate capacity to allow for timely evacuation of the reservoir is not present.
- 4) Stability analysis of the closure dike to the main reservoir should be evaluated
- 5) Drainage at the toe of the embankment, northeast of the reservoir and south of Old Little Britain Road also requires evaluation.
- 6) Among the other deficiencies noted were the presence of several trees within and/or near the embankment, including a large tree at close proximity of the spillway discharge channel.

C.T. Male Associates

February 28, 2018
Mr. Jason Morris, P.E.
City Engineer
Page - 2 -

Remedial Design & Permitting Assistance

In order to bring Washington Lake Dam into compliance with NYSDEC Dam Safety regulations, it will be necessary to correct the deficiencies identified within the EA report and the NYSDEC letter. Below is a listing of the specific work tasks we propose to perform and a brief summary of the reasons for and/or elements associated with their performance.

Task 1: Kickoff Meeting

This task involves one kickoff meeting between C.T. Male staff and the City at the dam site. The work scope and schedule will be discussed and confirmed at this meeting.

Task 2: Field Work

This task involves wetland delineations, subsurface explorations, limited topographic surveys, diving investigative services, and any additional field explorations deemed necessary as the project progresses in design. More detailed information regarding this task is provided below:

- *Subsurface Explorations*

This task will include advancement of 3 test borings along the dike on Route 207. Traffic control and protection will be provided by the City. One test boring will be extended to a depth of approximately 50 feet below the existing ground surface elevation, while the remaining two borings will extend to a depth of approximately 30 feet. One monitoring well will be installed on the dike at a location to be selected by the field geotechnical engineer at the time of the subsurface explorations. Test boring logs and results of the subsurface investigation will be provided and incorporated into the overall design. This task will also include subsurface explorations and geotechnical evaluations for the design of the spillway walls, foundation, and apron. Based on our visual inspection, we have estimated advancing two (2) structural borings through or near the retained soils, two (2) concrete cores along the spillway apron, and one (1) concrete core through the deck of the existing culvert.

- *Wetland Delineation*

To define the impacts to wetlands and other waters of the US, a field survey will be conducted within the defined project area. The field work will be performed in accordance with the U.S. Army Corps of Engineers (Corps) Wetland Delineation Manual and the Northcentral-Northeast Supplement. Uniquely labeled flagging will be placed in the field, and a sketch map and data forms will be prepared for each identified wetland or Waters of the United States. A photo-log with representative site photographs will be compiled. Prior to performing the field work, available information will be reviewed and summarized including the NYSDEC Freshwater Wetland Mapping and Stream Classification, National Wetland Inventory (NWI) mapping, and soil classification. Survey maps will be reviewed, showing the interpreted mapped extent of wetlands/waters under the jurisdiction of the Corps and NYSDEC.

C.T. Male Associates

February 28, 2018
Mr. Jason Morris, P.E.
City Engineer
Page - 3 -

- *Topographic Survey*

Topographic surveys were previously conducted at the dam and reservoir, but additional information is required to complete other tasks listed in this proposal. Our proposed additional survey is yellow highlighted and shown below:



- *Low-Level Outlet/Underwater Investigation*

An underwater investigation of the existing low-level outlet drain(s) within Masterson's Pond will be conducted. Divers will attempt to locate the drain pipe outlet(s) visually, using non-invasive techniques. The diving company will provide a report of findings, which will be used to determine the procedure for abandonment of the outlet(s). If time allows during the investigation, the valve control structure within Masterson's Pond and the boiler house foundation will be further investigated as well.

C.T. Male Associates

February 28, 2018

Mr. Jason Morris, P.E.

City Engineer

Page - 4 -

Task 3: Design Development

Upon receiving the base map developed under Task 2, design will be initiated and progress to a 70 percent level, a level considered adequate to illustrate sufficient details of the project design that the City can review and comment on. With the City being provided sufficient time to review these preliminary plans, a meeting will be held to answer any questions regarding the design and/or construction aspects of the project and discuss bidding issues; namely what work should be included in the base bid and what would be likely candidates for add alternates. Work that we believe might be considered as elements of the base bid are substantial completion of the following:

- As concluded in the EA, the embankment under Route 207, approximately 300 feet southeast of the intersection of Clarkview Road and Little Britain Road, acts as a closure dike retaining Washington Lake. As stated by the NYSDEC letter, this dike, as such, is an appurtenant structure to the dam and the stability of the structure must be evaluated. This task will include a revised EA that will include the results of the subsurface investigations as described in Task 2, the stability analysis, and engineering recommendations for the structure.
- As observed during the most recent inspection and noted in the EA, the dam's spillway discharge channel is in a state of disrepair and requires corrective action. Based on the observed extent of damage, we are recommending complete removal and replacement of the spillway apron and walls. The large tree to the immediate left of the spillway discharge channel, approximately halfway down the embankment, needs to be removed. The current bridge box (RCB) crossing the spillway on the dam crest appears to be in a manageable condition; therefore, we anticipate that the existing floor beams, deck, and abutments will be rehabilitated and repaired as part of this task.
- Based on our observation, re-evaluation of drainage along the northeast side of the main reservoir and south to southeast of Old Little Britain Road will be necessary. Drainage improvements will likely include regrading of the drainage swale or installation of a closed drain from Old Little Britain Road to an area near Masterson's Pond. Accommodations for this task may also require significant small to mid-size tree removals.
- The reservoir's former low-level outlet is reported to consist of either one or two (twin) 16-inch diameter cast iron pipes located at the approximate center of the embankment. They extend from the former gatehouse foundation, visible at low reservoir levels, to Masterson's Pond. Records indicate the valves are closed and the former gatehouse foundation infilled with stone to prevent the structure from moving. The NYSDEC requires that all non-operational drainage structures be properly abandoned to minimize seepage through the dam.

C.T. Male Associates

February 28, 2018

Mr. Jason Morris, P.E.

City Engineer

Page - 5 -

- The reservoir does not currently have an operable low level drain that meets the NYSDEC Dam Safety criteria to evacuate 90% of the storage below the reservoir's normal pool in 14 days. In lieu of installing a new low level drain, the current gatehouse contains two operating outlets from the dam that presently connect to the water treatment system for the City of Newburgh. One line is 30 inches in diameter and the second is reportedly 24 inches in diameter. These lines could be modified to be used as a low level drain. Depending on hydraulic requirements, modification of one or both of these raw water mains to function as low-level outlet(s) for the reservoir may be necessary. This can be accomplished by equipping the line(s) with a valve and tee which would allow it to function as a blow-off line, either at the control structure in Masterson's Pond, at a point near Masterson's Pond, or at the water treatment plant. If necessary, the field work will include using non-invasive techniques to locate the alignment of these mains.
- This task will consist of providing a process of abandonment acceptable to NYSDEC. Probing, locating and delineating these former drain line(s) including downstream outlets will be investigated through the commissioning, under Task 2, of a diving service into Masterson's Pond. The procedure for abandoning the lines will depend on the diving service's findings and the condition state of the valves and pipes at that time. In any case, a clear process of abandonment will be developed by C.T. Male and submitted to NYSDEC for approval prior to commencing the process.
- The NYSDEC letter commented on the presence of a possible former raw water main running from the boiler house through the embankment. Based on our review of historic drawings and multiple discussions with the client, we believe that there is no abandoned line, and that the 24-inch water main referenced in the letter is currently active.

Task 4: Opinion of Probable Construction Cost

An opinion of the probable construction cost of the project will be developed based upon the 70 percent level plans. This opinion of the probable cost is intended to help finalize definition of the work that will be assigned under the base bid and under various add alternates. Should the sum of the base bid work and the add-alternate work exceed the balance of funds left for the construction phase, discussions will be had with DEC to present the work which will be completed under a separate, future construction contract. Estimates of the probable construction costs will be made and presented to the City for each bid item. An estimate will be provided for work related to each structure, allowing the City to perform the work under separate contracts over time, if necessary.

C.T. Male Associates

February 28, 2018
Mr. Jason Morris, P.E.
City Engineer
Page - 7 -

Once the JPA is submitted to the Corps and NYSDEC, a field review may be conducted with the agencies, and if the agencies have any comments or questions, it will be necessary to respond to their comments.

An Engineering Design Report will be prepared to summarize the required upgrades and their basis for design. This report will be submitted as an attachment to Supplement D-1, Application for Permit for the Construction, Reconstruction or Repair of a Dam or Other Impoundment Structure. Supplement D-1 will be submitted as an attachment to the JPA identified above.

Task 7: Opinion of Probable Cost

The 70% design level opinion of the probable construction cost will be reviewed and updated based upon the work identified on the 100 percent level plans. A discussion will be held with the City to review this opinion of cost and the basis for its development.

Task 8: Bidding Assistance

To assist the City in putting the project out to bid and awarding the project the following will be performed:

- A bid advertisement will be prepared and the City provided electronic construction drawings documents for public bidding.
- A pre-bid meeting will be held to review the project scope with prospective bidders.
- Questions raised by prospective bidders during the bid phase will be responded to.
- Addenda to the contract documents will be prepared and distributed to parties listed on the bidders list as necessary.

The bid opening will be attended, a bid tabulation prepared, the bids reviewed and evaluated, and a recommendation for award made.

Task 9: Construction Administration

Construction administration services include assisting the City with administering the construction contract and coordinating pay applications, and claims for extra work from the contractor. More specifically, this task includes the following services:

- Issuing Notice of Award on behalf of the City to the successful Contractor.
- Coordinating with the City and the Contractor to obtain signed agreements, insurance and bonds.
- Issuance of Notice to Proceed on behalf of the City to the successful Contractor.
- Scheduling and conducting a pre-construction meeting with the City and the Contractor.
- Scheduling and conducting progress meetings with the Contractor.

C.T. Male Associates

February 28, 2018

Mr. Jason Morris, P.E.

City Engineer

Page - 8 -

- Receiving, reviewing and recommending progress payments to the City.
- Reviewing and administering change order claims with the City.
- Administering and reviewing submittals and shop drawings submitted by the Contractor for approval.
- Addressing deficiencies or issues in the work of the Contractor.
- Issuance of project closeout documentation.
- Certification of construction compliance to DEC Dam Safety.
- Preparation and submittal of as-built plans and letter of certification that the work has been performed in accordance with the contract documents as required by DEC Dam Safety.

Task 10: Construction Observation

Construction observation services will be conducted on a part-time basis by a senior construction observer. This proposal includes an estimate of 160 hours for construction observation services in order to provide a budget level for the City. These services will include:

- Provide a senior construction observer to observe, document and monitor the contractor's work.
- Document that the contractor is using the approved products and materials.
- Document the amount and type of work completed by the contractor.
- Document the equipment and labor used by the contractor.
- Document issues and obstacles encountered by the contractor. Coordinate with the contractor's superintendent to monitor the progress of the work.
- Use reasonable efforts to enforce the contractor to keep accurate field measurements and produce accurate "red-lined" record drawings.
- Certify that the work has been completed in general conformance with the approved construction documents.

Task 11: Contingencies for Potential Field Investigations

Because of the uncertainties associated with the underwater investigations, and as agreed upon between C.T. Male Associates and the City, a contingency amount of \$12,000.00 has been proposed and shown under this task.

C.T. Male Associates

February 28, 2018
Mr. Jason Morris, P.E.
City Engineer
Page - 9 -

Fee

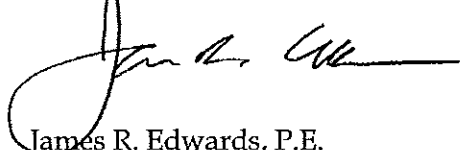
The fees we propose for this work are presented below. The fees for each task are lump sum, with the exception of construction observation which will be billed on an hourly basis.

Task 1: Kickoff Meeting	Lump Sum	\$1,300.00
Task 2: Field Work	Lump Sum	\$28,500.00
Task 3: Design Development	Lump Sum	\$18,600.00
Task 4: Preliminary Construction Cost	Lump Sum	\$4,000.00
Task 5: Final Plans and Specifications	Lump Sum	\$17,800.00
Task 6: SEQRA, Permitting & Reports	Lump Sum	\$9,000.00
Task 7: Final Construction Cost	Lump Sum	\$2,300.00
Task 8: Bidding Assistance	Lump Sum	\$4,200.00
Task 9: Construction Administration	Lump Sum	\$10,500.00
Task 10: Construction Observation (160 hours)	Estimated	\$14,400.00
Task 11: Contingencies (Negotiate per Task)	Estimated	\$12,000.00
Reimbursable (Mileage, Printing, etc)	Estimated	\$5,000.00
	Total Fee	\$127,600.00

Should you have any questions regarding this proposal, please call Alseny Diop or me at (518) 786-7400.

Respectfully,

C.T. MALE ASSOCIATES



James R. Edwards, P.E.
Division Manager - Civil Engineering
j.edwards@ctmale.com

CITY OF NEWBURGH, NEW YORK

Michael G. Ciaravino, City Manager Date
*As per Resolution No.

Attachment: Proposed schedule of tasks

Approved as to form:

Michelle Kelson, Corporation Counsel Date

Kathryn Mack, City Comptroller Date

Plans - 100%

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture & Landscape Architecture, D.P.C.



PROJECT NAME: Washington Lake Dam Rehabilitation PROJECTED WORK SCHEDULE BY TASK

PROJECT MANAGER: AIseny Diop DATE: February 27, 2018

Start-End Dates	4/2/2018	4/5/2018	5/25/2018	6/15/2018	7/13/2018	8/24/2018	1/4/2019	1/18/2019	2/1/2019	2/15/2019	3/18/2019
TASK	1	2	3	4	5	6	7	8	9	10	
Work Days	3	37	15	20	30	90	10	14	14	30	
Task 1 - Kick-Off Mtgs.											
Task 2 - Field Work											
Task 3 - Design Developmt.											
Task 4 - Prel. Cost Opin.											
Task 5 - Final Design & Specs											
Task 6 - Permit Applica.											
Task 7 - Opinion of Cost											
Task 8 - Bidding Assistance											
Task 9 - Construction Admin											
Task 10- Construction Observation											

RESOLUTION NO.: 58 -2018

OF

MARCH 12, 2018

A RESOLUTION AMENDING THE 2018 PERSONNEL ANALYSIS BOOK TO CHANGE
ONE SENIOR TYPIST AND ONE BILINGUAL TYPIST/TRANSLATOR
TO ONE ACCOUNT CLERK AND ONE BILINGUAL ACCOUNT CLERK
IN THE CODE COMPLIANCE BUREAU

WHEREAS, the 2018 Personnel Analysis Book included one Senior Typist position and one Bilingual Typist/Translator at Grade 3 in the Code Compliance Bureau; and

WHEREAS, the Code Compliance Bureau proposes to change the Senior Typist position to Account Clerk and the position of Bilingual Typist/Translator to Bilingual Account Clerk; and

WHEREAS, the City staff is recommending to this Council that the position of Senior Typist be changed to the position of Account Clerk and the position of Bilingual Typist/Translator to the position of Bilingual Account Clerk, both at Grade 3 to improve the efficiency of the Code Compliance Bureau; and

WHEREAS, the change in the job titles of such positions requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2018;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for 2018 be and is hereby amended to provide for a change in title from Senior Typist to Account Clerk and from Bilingual Typist/Translator to Bilingual Account Clerk in the Code Compliance Bureau.

RESOLUTION NO.: 59 - 2018

OF

MARCH 12, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH
SUNY ORANGE TO PARTICIPATE IN THE STUDENT INTERNSHIP PROGRAM

WHEREAS, the Internship Program at SUNY Orange provides college students with the opportunity to build upon, apply, and assess the theory and concepts that are developed through the College's degree programs and allow the student to obtain hands-on application skills; and

WHEREAS, the City of Newburgh has expressed an interest in participating in this program, which will benefit the City by providing service to the City in meeting cyclical, project and short-term employment needs and enhance human resource flexibility while providing opportunities to prepare and train a local workforce and create a candidate pool for permanent employment; and

WHEREAS, participation in the SUNY Orange Internship Program requires the City to enter into a memorandum of understanding with SUNY Orange; and

WHEREAS, this Council finds that entering into a memorandum of understanding with SUNY Orange for this purpose is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the memorandum of understanding and other necessary documents with SUNY Orange to participate in the Internship Program which provides employment and learning opportunities for college students.



Employer Internship Program Manual



2017 – 2018



Introduction:

The internship program at SUNY Orange provides students with the opportunity to build upon, apply, and assess the theory and concepts that are developed through the College's degree programs, and it is a culminating experience in the students' program of study. Internships are learning experiences which allow the student to obtain hands-on application skills.

Specifically internships:

- Assist students in integrating classroom instruction with practical work experiences.
- Provide students with an opportunity to understand the function of organizations.
- Help students explore their strengths and weaknesses in relation to the work requirements.
- Offer students a first-hand understanding of employer expectations and demands.
- Provide SUNY Orange with a means of evaluating the academic preparedness of our students.
- Assist the region in its economic and human resource development needs.
- Build a complete resume of education and work experience.

Internships further the students' professional growth by exposing them to "real-world" work, allowing students to gain career-related experiences while earning college credits. Internships are typically one-time educational work experiences of a fixed duration, related to a student's major or career goal. Typically, a worksite supervisor will act as the student's mentor, guiding and monitoring their performance. A faculty member will oversee the student's academic progress and monitor the internship experience. Internships can be paid or unpaid.

The following programs currently offer internships to their students:

Accounting	Business Management	Human Services
Electrical Technology - Telecommunications	Office Technologies	Marketing
Early Childhood Education	Visual Communications	Criminal Justice
CIT – Networking Web Development	Medical Office Assistant	Arts & Communications

Internship Benefits:

Internships are a three-way partnership among the college, the student and the employer, and provide a mutually beneficial experience for all parties.

Employer Benefits

- Create a candidate pool for permanent employees
- Provide new ideas and new viewpoints
- Prepare and train the region's workforce
- Help employers meet the cyclical, project, or short-term needs without long term commitment
- Engage highly motivated interns who can put education and skills to work
- Enhance human resource flexibility with effective short-term employees
- Interns may serve as public relations ambassadors; students speak about the firm on campus
- Assist the college in strengthening and enhancing departmental curricula in order to produce qualified workers in the future

Student Benefits

- Acquire professional work experience and skills
- Gain a competitive edge over other candidates when seeking employment
- Have the opportunity to test interests and abilities in the real world
- Make professional contacts in a given field of study
- Develop professional portfolio materials
- Earn college credit while gaining valuable work experience
- Enhance self-confidence and esteem, as well as professionalism
- Broaden knowledge related to specific career goals
- Enhance personal growth and develop interpersonal skills

College Benefits

- Provides a formal mechanism to maintain continuous positive communication with employers through experiential learning programs
- Keep college curriculum design and program updated through constant input from the employment sector
- Help to evaluate the academic preparedness of students
- Improve student and faculty access to state-of-the-art equipment and technology by using the workplace as a laboratory extension of the classroom
- Enhance public support for higher education as post-graduation employment results improve

Roles and Responsibilities:

In order to make the internship a positive experience for all parties involved, each one of the partners must commit to a set of responsibilities.

Role and Responsibility of SUNY Orange:

- Recruit students for internships and hold pre-assignment meetings with the interns to review internship requirements.
- Approve the internship description to ensure that it provides a quality learning experience.
- Provide a faculty mentor for credit students who will ensure academic oversight and serve as liaison with a designated site supervisor.
- Handle all disciplinary problems and remove an intern from an organization when it would seem detrimental to allow him/her to remain.
- Personal on-site visits with both intern and supervisor may be scheduled.
- Keep in strictest confidence any proprietary information, materials, and/or procedures that are part of a student's internship experience.
- Indemnify the Site against any liability, loss, or expense which may result from any negligent act of any student or college instructor, and for which the Site might otherwise be liable or might otherwise sustain loss or expense. The College will be responsible to provide, at the Site's request, proof of insurance with limits of liability clearly stated.
- Ensure that all records relating to a student's performance while at the site shall be made available to the student and not to other people as required by the Family Educational Rights and Privacy Act of 1974.
- Accident insurance is provided for credit interns. All accidents must be reported to the Department, Chairperson, Campus Nurse, and Field Experience Supervisor so that an accident report can be completed. Accident insurance claims are submitted to the insurance carrier when appropriate.

Role and Responsibility of the Employer:

- Review and sign the Memorandum of Understanding (Attachment I).
- Provide a valuable learning experience with learning outcomes and objectives.
- Assign a supervisor who will oversee the intern's educational experience. This person will serve as a mentor who will guide and supervise the student.
- Register your company on the Career Portal. The portal is free. This portal is open to the general public, including our students and alumni. Full time, part time, and internship positions can be posted on this website. We require that you post your internship description on this website. Please use Attachment II, Internship Request Form, and include all of that information when uploading the internship job description. The link to the Career Portal is <http://www.collegecentral.com/sunyorange/employer/cfm>.
- Help the intern to understand how his/her job relates to the total organizational community.
- Recommend to the college the removal of an intern when his/her performance or behavior is unacceptable to the organization.
- Evaluate, in writing, the intern's performance through constructive criticism and suggestions (*Attachment III and IV*).
- Provide the student with a letter of recommendation for his/her portfolio as long as the student's work was acceptable.
- Provide equal opportunity for SUNY Orange students. The college prohibits discrimination on the basis of race, color, creed, nationality, religion, sex, age, marital status, or condition of handicap in all educational programs, sponsored activities, or employment terms and conditions. The Site agrees to support this policy when dealing with students assigned under this program.
- Follow the DOL Fair Labor Standards Act governing the use of student interns (*Attachment V*).
- Ensure that all records relating to a student's performance while at the site, shall be made available to the student and not to other people as required by the Family Education Rights and Privacy Act of 1974.
- Unpaid Internship: Accident insurance is provided for students. All accidents must be reported to the Department, Chairperson, Campus Nurse, and Field Experience Supervisor so that an accident report can be completed. Accident insurance claims are submitted to the insurance carrier when appropriate.
- Paid Internship: The site will provide the student with all benefits as stipulated in NY State Labor Laws, since the student will be considered an employee of the Site.

Role and Responsibility of the Student:

- The student is responsible for his/her own transportation to and from the internship site.
- Before a student can secure an internship, he/she has to complete an application (*Attachment VI*) and interview with the department chairperson, if the internship is for credit. The student must also complete a resume before going on an interview.
- Students will interview with an employer for an internship position, if the employer stipulates the interview as a requirement for securing the position.
- The student is expected to report to his/her direct supervisor for instruction and direction and to carry out the policies and duties set forth by the supervisor.
- During the internship, the student will be responsible for completing the required course work as assigned by the faculty mentor and outlined in the course syllabus.
- The students must keep in strictest confidence any proprietary information, materials, and/or procedures of the site the student is assigned to.

- While at the site, the student is expected to act in a professional manner as a member of the organization. This includes:
 - ✓ Being properly groomed and appropriately dressed
 - ✓ Performing the work to the best of the student's ability
 - ✓ Being timely when reporting for work, meetings, and appointments related to the internship
 - ✓ Maintaining professional relationships with company employees, customers, etc.
 - ✓ Adhering to company policies governing the observation of confidentiality and the handling of confidential information
 - ✓ Exercising tact and diplomacy in evaluating the organization's philosophy, policies and operating procedures
- If required by the site, a student may need to have a background check, physical, and/or drug test completed before he/she can begin his/her internship.

Program Requirements:

Academic Majors and Work Assignments

It is important that the student's internship assignments relate closely to his/her academic major, or area of professional interest. The benefit to the student is the ability to "try out" a major in the workplace. This ensures that the student will maintain interest and enthusiasm in their work, and the work will provide a basis for evaluating abilities related to their chosen profession.

Salary

Internships can be paid or unpaid. Wages for SUNY Orange internship students vary depending upon a student's academic major and past work experience. The salary decision is made exclusively by the employer and should be discussed with the student candidates before the position is offered. Employers are not required to provide health insurance and fringe benefits, but may at their discretion.

Unpaid positions for **academic credit** are included as part of the program.

Unpaid, **not-for-credit** internship position are arrangements made between the student and the organization and are not subject to college oversight. However, the college will provide a Certificate of Insurance as long as the intern is a registered student during the semester they are completing their internship.

Student Work Hours

Depending on the student's major, there are different kinds of internships. The credit hours received by the student and the time of year of the internship may determine the number of hours the student would work per week and over that period of time (number of weeks or months). Semester blocks typically start in September and January, or June for the summer sessions; however, we try to be flexible in order to meet the timing of the employer's needs. When the college is closed due to adverse weather conditions or other emergencies, a student scheduled to report to work for his internship will not be required to report. The student should, however, contact his/her Supervisor and advise him/her that he/she will not be reporting to work. Students must complete an attendance log recording hours worked. The attendance log must be signed by the supervisor (*Attachment IX*).

Learning Contract

Students earn college credit for documenting the learning that has taken place through their work assignment. Early in the semester, students may be required to develop a Learning Contract (*Attachment VII*), listing their learning objectives, which they will accomplish over the course of their placement. Work supervisors should review the students' objectives and make recommendations for targeted learning, training, and skill development during the placement.

Evaluations

SUNY Orange requires the site supervisor complete an Intern Evaluation at mid-point (*Attachment III*) and at the end of the internship assignment (*Attachment IV*). This form provides the intern with invaluable feedback and factors into the grade the student will receive for the internship experience. Additionally, it offers the employer a chance to comment on the overall internship partner program.

Students are encouraged to complete an Internship Site Evaluation (*Attachment VIII*) which provides the college with information that can be used to continually enhance and improve internship sites.



SUNY Orange

Internship Program

Memorandum of Understanding

This Memorandum of Understanding is between SUNY Orange located at 115 South Street, Middletown, NY hereafter referred to as the College, and

Company Name, Address, City, State, Zip

The purpose of this memorandum is to provide SUNY Orange students, enrolled in the College's Internship Program, with the opportunity to develop hands-on skills and increase their knowledge and understanding of their chosen major.

The Partners agree to the following:

Role and Responsibility of the College:

- Recruiting students for the internships and holding pre-assignment meeting with the interns to go over the details of the Memorandum of Understanding.
- Approving the assignment of an intern to an organization after analyzing the organization's intent to provide a high quality learning experience.
- Providing a faculty mentor for the general academic oversight of the students and for liaison with a designated site supervisor.
- Handling all disciplinary problems and removing an intern from an organization when it would seem detrimental to allow him/her to remain.
- Arrange, when possible, for a personal on-site visit with both intern and supervisor.
- Keeping in strictest confidence any proprietary information, materials, and/or procedures that are part of a student's internship experience.
- Indemnifying the Site against any liability, loss, or expense which may result from any negligent act of any student or college instructor, and for which the Site might otherwise be liable or might otherwise sustain loss or expense. The College will be responsible for providing, at the Site's request, proof of insurance with limits of liability clearly stated.
- Ensuring that all records relating to a student's performance while at the site shall be made available to the student and not to other persons as required by the Family Educational Rights and Privacy Act of 1974.

Role and Responsibility of the Site:

- Assigning a supervisor who will oversee the intern's educational experience. This person will serve as a mentor who will guide and supervise the student.
- Posting internship description on the Career Portal which includes:
 - ✓ Internship description
 - ✓ Qualification and skill requirements
 - ✓ Educational benefits
 - ✓ Financial assistance and other benefits
- Helping the intern to understand how his/her job relates to the total organizational community and helping the intern develop a professional attitude about his/her work.
- Recommending to the college the removal of an intern when his/her performance or behavior is unacceptable to the organization.
- Evaluating the intern's performance through constructive criticism and suggestions and submitting an evaluation of the student's performance.
- Providing the student with a letter of recommendation for his/her portfolio, providing the student's work was acceptable.
- Providing equal opportunity for SUNY Orange students. The college prohibits discrimination on the basis of race, color, creed, nationality, religion, sex, age, marital status, or condition of handicap in all educational programs, sponsored activities, or employment terms and conditions. The Site agrees to support this policy when dealing with students assigned under this program.
- **Unpaid Internship:**
Accident insurance is provided for students. All accidents must be reported to the Department, Chairperson, Campus Nurse, and Field Experience Supervisor so that an accident report can be completed. Accident insurance claims are submitted to the insurance carrier when appropriate.
- **Paid Internship:**
The Site will provide the student with all benefits as stipulated by NY State labor laws, since the student will be considered an employee of the Site.

Role and Responsibility of the Student:

- The student is responsible for his/her own transportation to and from the internship site.
- Before a student can secure an internship site, he/she has to complete an application and interview with the department chairperson.
- The student will interview with an employer for an internship position, if the employer stipulates the interview as a requirement for securing the position.
- The student is expected to report to his/her direct supervisor for instruction and direction and to carry out the policies and duties set forth by the supervisor.

- During the internship, the student will be responsible for completing the required course work as assigned by the faculty mentor and outlined in the course syllabus.
- Keeping in strictest confidence any proprietary information, materials, and/or procedures of the site the student is assigned to.
- While at the site, the student is expected to act in a professional manner as a member of the organization. This includes:
 - ✓ Being properly groomed and appropriately dressed
 - ✓ Performing the work to the best of the student's ability
 - ✓ Being timely when reporting for work, meetings, and appointments related to the internship
 - ✓ Maintaining professional relationships with company employees, customers, etc.
 - ✓ Adhering to company policies governing the observation of confidentiality and the handling of confidential information
 - ✓ Exercising tact and diplomacy in evaluating the organization's philosophy, policies and operating procedures
- If required by the site, a student may need to have a background check completed before he/she can begin their internship.

This Memorandum of Understanding will remain active for three years from the date of signing.

This is to acknowledge that all partners have read the Memorandum of Understanding and by signing this form agree to its terms.

_____ Site Representative Signature	_____ Print Name	_____ Date
_____ SUNY Orange Representative Signature	_____ Print Name	_____ Date
_____ SUNY Orange VPAF Signature	_____ Print Name	_____ Date

RESOLUTION NO.: 60 - 2018

OF

MARCH 12, 2018

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 109 CHAMBERS STREET (SECTION 18, BLOCK 9, LOT 10)
AT PRIVATE SALE TO EVE PICKER FOR THE AMOUNT OF \$1,000.00

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

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

WHEREAS, the City of Newburgh desires to sell 109 Chambers Street, being more accurately described as Section 18, Block 9, Lot 10 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before June 15, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
109 Chambers Street	18 - 9 - 10	Eve Picker	\$1,000.00

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

160-18

Terms and Conditions Sale

109 Chambers Street, City of Newburgh (18-9-10)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2017-2018, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2017-2018, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.

7. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
8. Notice is hereby given that the property is vacant and unoccupied. The parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
9. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
10. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
11. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
12. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before June 15, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.

15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
18. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
19. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 61 - 2018

OF

MARCH 12, 2018

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 376 LIBERTY STREET REAR (SECTION 10, BLOCK 1, LOT 34)
AT PRIVATE SALE TO EDOUARD PIERRE FOR THE AMOUNT OF \$16,250.00

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

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

WHEREAS, the City of Newburgh desires to sell 376 Liberty Street Rear, being more accurately described as Section 10, Block 1, Lot 34 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before June 15, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
376 Liberty Street Rear	10 - 1 - 34	Edouard Pierre	\$16,250.00

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

#61-18

Terms and Conditions Sale

376 Liberty Street Rear, City of Newburgh (10-1-34)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2017-2018, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2017-2018, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.

7. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
8. Notice is hereby given that the property is vacant and unoccupied. The parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
9. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
10. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
11. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
12. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before June 15, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.

15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
18. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
19. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO., 62 2018

OF

MARCH 12, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A LICENSE AGREEMENT WITH
THE NEWBURGH ENLARGED CITY SCHOOL DISTRICT
ALLOWING THE NFA CREW USE AND ACCESS TO
WARD BROTHERS MEMORIAL ROWING PARK

WHEREAS, by Resolution No. 211-1999, the City Council of the City of Newburgh dedicated a parcel of land identified as Section 49, Block 2, Lot 5.1-2 on the official tax map of the City of Newburgh as Ward Brothers Memorial Rowing Park for use as a place where non-mechanically powered watercraft may launched; and

WHEREAS, the Newburgh Enlarged City School District (the "District") requires a suitable location for the Newburgh Free Academy Crew Team ("NFA Crew") to hold rowing practice and competitions; and

WHEREAS, the City of Newburgh (the "City") wished to encourage and support the students' ability to participate in the sport of rowing; and

WHEREAS, the District and the City recognize the need to formalize their respective obligations in providing use and access to Ward Brothers Memorial Rowing Park by the NFA Crew;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute a License Agreement with the Newburgh Enlarged City School District in substantially the same form as attached hereto with such other terms and conditions as Corporation Counsel may require, same as being required by law and in the best interests of the City of Newburgh, and any other documents as may be required by law, rule or regulations, to allow the NFA Crew use and access to Ward Brothers Memorial Rowing Park.

This Agreement made this _____ day of March, 2018 by and between the City of Newburgh, a municipal corporation organized and existing under the laws of the State of New York with an office located at 83 Broadway, Newburgh, New York 12550 and the Newburgh Enlarged City School District, a school district organized and existing under the law of the State of New York with an office located at 124 Grand Street, Newburgh, New York 12550.

WITNESSETH

WHEREAS, by Resolution No. 211-1999, the City Council of the City of Newburgh dedicated a parcel of land identified as Section 49, Block 2, Lot 5.1-2 on the official tax map of the City of Newburgh as Ward Brothers Memorial Rowing Park for use as a place where non-mechanically powered watercraft may launched; and

WHEREAS, the Newburgh Enlarged City School District (the "District") requires a suitable location for the Newburgh Free Academy Crew Team ("NFA Crew") to hold rowing practice and competitions; and

WHEREAS, the City of Newburgh (the "City") wishes to encourage and support the students' ability to participate in the sport of rowing; and

WHEREAS, the District and the City recognize the need to formalize their respective obligations in providing use and access to Ward Brothers Memorial Rowing Park by the NFA Crew; and

WHEREAS, Article 5-G of the General Municipal Law specifically authorizes and encourages municipal corporations to enter into agreements with each other in order to provide cooperatively, jointly, or by contract any facility, service, activity, or undertaking which each participating municipal corporation has the power to provide separately;

Now, therefore, be it agreed by and between the District and the City for the consideration named herein as follows:

1. Grant of license. The City hereby represents that it owns Ward Brothers Memorial Rowing Park in the City of Newburgh, and more accurately described as Section 49, Block 1, Lot 5.1-2 on the official tax map of the City of Newburgh, and that it has duly authorized this Agreement. The City does hereby grant a revocable and non-exclusive license to the District and the NFA Crew, subject to the terms and conditions hereinafter stated, to enter and access Ward Brothers Memorial Rowing Park for the purposes of high school students to train, practice and conduct competitions in the sport of rowing.
2. Obligations of the District. Installation, maintenance, repair; compliance with laws, rules and regulations.
 - a. The District may install, repair and maintain docks, ~~using or not using the existing bulkheads,~~ on said premises in such location and position as may be approved by the City. All such work upon or under the property of the City shall be performed in such

manner as will be satisfactory to the City. The use of the existing bulkheads installed and constructed by the Newburgh Rowing Club as authorized by the Army Corp of Engineers permit shall be coordinated pursuant to a separate agreement between the District and the Newburgh Rowing Club.

- b. The District may install a non-permanent and removable storage container to be located on 100 feet south of existing north fence to be removed during cold-weather months.
 - c. The District shall be responsible for all costs of installation, maintenance, repair, replacement, and removal of the docks and storage container and to keep same in good, safe, and working condition throughout the term of this License.
 - d. The District shall be responsible for obtaining all permits and land use approvals that are required for the installation, maintenance, repair, replacement of the docks and storage container and comply with all applicable Federal, State, County, and City laws, ordinances, rules, and regulations throughout the term of this License.
 - e. The District shall cooperate and coordinate activities with other persons or organizations who may be licensed to use other portions of Section 49, Block 1, Lot 5.1-2.
3. Notwithstanding the terms of the dedication of the land comprising Ward Brothers Memorial Rowing Park for public use, the District shall be permitted to maintain mechanically powered watercraft, consisting of "coach's safety launches" to be equipped with small outboard engines.
4. Term: The term of this Agreement shall commence upon execution by all parties to this Agreement and terminate on June 30, 2022. Upon termination of this Agreement, the District shall remove the docks, storage container and other equipment from the premises. This Agreement may be renewed for additional terms upon mutual written agreement of the parties.
5. Insurance. The Licensee shall not commence or perform work nor operate machinery under this License Agreement until it has obtained all insurance required under this Section 3 and such insurance has been approved by the City.
- A. Workers' Compensation Insurance - The Licensee shall take out and maintain during the life of this agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.
 - B. General Liability and Property Damage Insurance - The Licensee shall take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it. The City shall be named as an additional insured on all such policies to protect it from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:
 1. General Liability Insurance in an amount not less than \$1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$3,000,000.00 on account of any one occurrence.

2. Property Damage Insurance in an amount not less than \$50,000.00 for damage on account of all occurrences.

The Licensee shall furnish evidence of such insurance to the City prior to commencement of this agreement and each year this agreement is in force. Such insurance shall be maintained in force during the entire term of this License Agreement.

C. Licensee may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, Licensee and such agents shall provide and maintain insurances as required by this Section 3 and name Licensor as an additional insured under insurance coverage concerning Licensee's performance of the work referenced herein.

6. Damages. It is hereby mutually covenanted and agreed that the relationship of the District to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, the District will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The District shall make good any damages that may occur in consequence of the performance of the work or any part of it. The District shall assume all blame, loss and responsibility of any nature by reason of the District's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the District and/or the nature of its performance or arising out of its activities licensed hereby.
7. Indemnity and Save Harmless Agreement.
 - A. The District agrees to indemnify and save the City, its officers, agents and employees harmless from any liability imposed upon the City, its officers, agents and/or employees arising from the negligence, active or passive, of the District.
 - B. The City agrees to indemnify and save the District, its officers, agents and employees harmless from any liability imposed upon the District, its officers, agents and/or employees arising from the negligence, active or passive, of the City.
8. Assignment of License; no sub-licensing. In accordance with the provisions of Section 109 of the General Municipal Law, the District is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or of its right, title or interest in this agreement or its power to execute this agreement to any other person or corporation without the previous consent in writing of the City. The District may not sub-license this License to any other party.
9. Termination of License. Either party may terminate this License prior to June 30, 2022, with or without cause, on at least thirty (30) days prior written notice to the other party. In the event of such termination by either party, the District shall not be entitled to reimbursement of any of its costs, including but not limited to, those for construction,

maintenance, repair, replacement, and removal of the docks, storage container, or any other equipment. Upon termination, the District and its agents, volunteers, employees and contractors, will restore the property to a clean and orderly state and in the same condition as existed prior to the granting of this license, normal wear and tear excepted.

10. New York law. This License Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York State Supreme Court, Orange County.
11. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.
12. No Vested Rights to Land. It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.
13. This License Agreement may be executed in any number of counter-parts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

By: _____
Michael G. Ciaravino, City Manager
Per Resolution No.:

NEWBURGH ENLARGED CITY SCHOOL DISTRICT
LICENSEE

By: _____
Carole Mineo, Board President
Per Resolution No.:

Approved as to form:

MICHELLE KELSON
Corporation Counsel

KATHRYN MACK
City Comptroller

RESOLUTION NO.: 63 - 2018

OF

MARCH 12, 2018

RESOLUTION AMENDING RESOLUTION NO: 333-2017,
THE 2018 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO TRANSFER
\$30,000 FROM WATER FUND - DISTRIBUTION MAINTENANCE AND SUPPLIES
TO WATER FUND - CORPORATION COUNSEL OTHER SERVICES
TO COVER EXPENSES RELATED TO THE PFOS LITIGATION

WHEREAS, adjustments to the 2018 Budget are necessary to fund expenses related to pursuing the City's legal claims in connection with the PFOS contamination of the City's water supply; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 333-2017, the 2018 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
F.8340.0415.0000= Distribution		
- Maintenance and Supplies	<u>\$30,000.00</u>	
F.0000.0599.01000 Appropriated Fund Balance		\$100,000.00
F.1420.0448.0000 Corporation Counsel		
Other Services		<u>\$ 30,000.00</u>
TOTAL:	\$30,000.00	\$130,000.00

ORDINANCE NO.: 1-2018

OF

MARCH 12, 2018

AN ORDINANCE AMENDING SECTION 288-66 OF THE CODE OF ORDINANCES
ADDING STOP SIGNS AT THE INTERSECTION OF SOUTH STREET
AND MONTGOMERY STREET

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Section 288-66, Schedule VIII: Stop Intersections, be and is hereby amended to add two stops sign as follows:

Section 1. § 288-66. Schedule VIII: Stop Intersections.

In accordance with the provisions of § 288-14, the following described intersections are hereby designated as stop intersections, and stop signs shall be installed as follows:

Stop Sign on	Direction of Travel	At Intersection of
<u>South Street</u>	<u>Both</u>	<u>Montgomery Street</u>

Section 2. This Ordinance shall take effect immediately.

Underlining denotes additions
~~Strikethrough~~ denote deletions

LOCAL LAW NO.: 2-2018

OF

MARCH 12, 2018

**A LOCAL LAW AMENDING SECTION 248-1(B)(1) ENTITLED "SEWER USE RENTS"
OF THE CITY OF NEWBURGH CODE OF ORDINANCES TO INCREASE
SEWER USE RENTS TO 104 PERCENT OF THE CUSTOMER'S ANNUAL WATER BILL**

BE IT ENACTED by the City Council of the City of Newburgh as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law amending Section 248-1(B)(1) of the City of Newburgh Code of Ordinances entitled 'Sewer Use Rents' to Increase Sewer Use Rents to 104 Percent of the Customer's Annual Water Bill".

SECTION 2 - AMENDMENT

Section 248-1(B)(1) "Sewer Use Rents" shall be amended to read as follows:

Section 248-1. Imposition; method of determination.

There is hereby established and imposed sewerage facilities rents and sewer use rents, which rents are to be imposed upon the owners of real property and which rents are to be determined as follows:

B. Sewer use rents.

- (1) The sewer use rent shall be ~~100~~ 104% of the customer's annual water bill, except as specified in Subsection B(2) and B(3).

SECTION 3 - VALIDITY

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

Underlining denotes additions
~~Strikethrough~~ denotes deletions

SECTION 4 - EFFECTIVE DATE

This Local Law shall take effect after it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

Underlining denotes additions
~~Strikethrough~~ denotes deletions

L #2-18

RESOLUTION NO.: 45 - 2018

OF

FEBRUARY 12, 2018

A RESOLUTION SCHEDULING A PUBLIC HEARING FOR FEBRUARY 26, 2018
TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW
AMENDING SECTION 248-1(B)(1) ENTITLED "SEWER USE RENTS" TO INCREASE
SEWER USE RENTS TO 104 PERCENT OF THE CUSTOMER'S ANNUAL WATER BILL

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning a Local Law amending Section 248-1(B)(1) of the City of Newburgh Code of Ordinances entitled "Sewer Use Rents" to Increase Sewer Use Rents to 104 Percent of the Customer's Annual Water Bill; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 26th day of February, 2018, in the 3rd Floor Council Chambers, City Hall, 83 Broadway, Newburgh, New York.

I, Lorene Vitek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held Feb 10, 2018
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 12 day of Feb, 2018

Lorene Vitek
City Clerk

LOCAL LAW NO.: _____-2018

OF

A LOCAL LAW AMENDING SECTION 248-1(B)(1) ENTITLED "SEWER USE RENTS"
OF THE CITY OF NEWBURGH CODE OF ORDINANCES TO INCREASE
SEWER USE RENTS TO 104 PERCENT OF THE CUSTOMER'S ANNUAL WATER BILL

BE IT ENACTED by the City Council of the City of Newburgh as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law amending Section 248-1(B)(1) of the City of Newburgh Code of Ordinances entitled "Sewer Use Rents to Increase Sewer Use Rents to 104 Percent of the Customer's Annual Water Bill".

SECTION 2 - AMENDMENT

Section 248-1(B)(1) "Sewer Use Rents" shall be amended to read as follows:

Section 248-1. Imposition; method of determination

There is hereby established and imposed sewerage facilities rents and sewer use rents, which rents are to be imposed upon the owners of real property and which rents are to be determined as follows:

B. Sewer use rents.

- (1) The sewer use rent shall be ~~100~~ 104% of the customer's annual water bill, except as specified in Subsection B(2) and B(3).

SECTION 3 - VALIDITY

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

Underlining denotes additions
~~Strikethrough~~ denotes deletions

SECTION 4 - EFFECTIVE DATE

This Local Law shall take effect after it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

DRAFT

Underlining denotes additions
~~Strikethrough~~ denotes deletions

Regional Sewer and Water Rates

Town/City	Water Usage Rate Converted to Gallons	Sewer Usage Rate Converted to Gallons
Middletown	\$.0096/gallon	\$.0064/gallon
Fishkill	\$.0018/gallon	\$.0069/gallon
Newburgh	\$.0061/gallon	\$.0064/gallon
*Sewer rate includes 4% increase		
Poughkeepsie	\$.0043/gallon	\$.0036/gallon
Kingston	\$.0153/gallon	\$.0079/gallons

Surrounding Cities Water and Sewer Breakdown 2018

Location	Town	County	Population	Last Water Rate Change	Last Sewer Rate Change	Sewer System	Which usage measure does your municipality use for sewer rates?	Water Rate	Minimum Charge per Billing Cycle/Usage Allowance	Sewer Rate
Albany	City	Albany	58,111	9/15/2012		Combined	Water Consumption	\$2.67/748 gallons (100 Cubic Ft)		\$2.67/748 gallons (100 Cubic Ft)
Benson	City	Dutchess	15,541	not recently	10% increase 2017 10% increase 2018	Separate	Water Consumption	1st 0-4 Units \$28.36/4.1 unit 4.04		1st 0-6 Units \$16.84// \$2.73 unit
Beekmantown	Village	Dutchess	2,171	March 2013	January 2013	Combined	Metered	\$13.75 per 1,000 CF after 1,000 CF CF \$8.94 per 1,000 CF		\$9.125 per 600 CF after 1,000 CF \$4.74 per 100 CF
Hudson	City	Columbia	134,399			Combined		0-4 Units Minimum \$46.04 (1 unit=100 Cu Ft) increased rate in addition to additional units \$9.54/1,000		
Kingston	City	Ulster	23,210	January 2017	December 2017	Combined	Per unit of Water			\$5.92/unit (100 Cu Ft)
Middletown	City	Orange	28,086			Separate	Billed for gallons of water used			\$6.42/1,000
Newburgh (City)	City	Orange	28,866	April 2013	April 2013	Combined	Percentage of Water Bill	\$6.13/1,000	Minimum charge is based on the size of the meter: 5/8" is 6,000 gallons, 3/4" is 14,000 gallons, 1" is 24,000 gallons, 1 1/2" is 42,000 gallons, 2" is 83,000 gallons, 3" is 120,000 gallons, 4" is 180,000 gallons, 6" is 315,000 gallons, 8" is 675,000 gallons anything over the minimum is \$6.13/gallon.	\$6.13/1,000
Newburgh (TOWN)	Town	Orange	29,801	1/1/2016	1/1/2016	Combined		7500 gallons or less \$16.00/increments of (\$4.40/\$5.20 and 6.20/thousand gallons)	Various Range (\$4.40 to \$7.20-dependent on location)	\$0.022 per gallon up to Low Point \$0.059 High Point \$0.096
Poughkeepsie	City	Westchester	24,653	January 2017	January 2017	Combined	Percentage of Water Bill	\$4.30/unit		\$0.043 Gallon
Poughkeepsie	City	Dutchess	32,736			Combined	Basic Service Charge \$118.79 per Cycle (2x per year)			\$0.051 per gallon up to 750 gallons
Yonkers	City	Westchester	195,979			Combined		3.79/100 Cubic Feet		\$0.013 per gallon

Water Rate per Gallon Sewer Rate per Gallon

\$0.0096 Per gallon \$0.0016 Per gallon

\$0.0024 per gallon \$0.0022 per gallon

\$0.018 per gallon up to 7480 gallons \$0.069 per gallon

\$0.153 per gallon for 4 units \$0.079 per gallon \$0.096 per gallon \$0.064 Per gallon

5/8 meter Minimum \$0.064 Per gallon with Bill \$0.061 per gallon 4% increase if adopted

\$0.022 per gallon up to 7500 Gallons Low Point \$0.059 High Point \$0.096

\$0.043 Gallon

\$0.051 per gallon up to 750 gallons

\$0.013 per gallon

OLD BUSINESS

Councilwoman Rayford recalled Resolution #246-2017 of August 14, 2017. The council already voted on it, but she thought they tabled some parts of the process.

Michelle Kelson explained that a resolution was approved last August authorizing a license agreement for the immediate stabilization of the Dutch Reformed Church. Additionally, the same resolution authorized the City Manager to continue to develop negotiations for a developer agreement. As no resolution was actually tabled there is nothing to bring off the table, and the Alembic discussions will continue. To date, none of the agreements have been finalized, signed or approved, so we continue to move through the process.

Councilman Harvey acknowledged Rayford's request, whether it fell under old business or new business. He felt that the council should bring Alembic back to its next work session so that the developer could present the proposal on what it plans to do; as well as an update on the process. The concerns of our constituents need to be addressed either way.

This portion of the meeting was closed.

NEW BUSINESS

Mayor Kennedy pointed out that the request for Alembic's detailed proposal should fall under new business.

Councilwoman Mejia remarked that when Alembic provides the materials it should include the numbers. The developer should have a sense of what could be possible. That way the council can decide whether to move forward or not.

Councilwoman Monteverde asked Deirdre Glenn for a timeline, as it was not clear when Alembic projected it would have the numbers for the council.

Deirdre Glenn handed the council a timeline and explained that the proposal was forthcoming in April, and then the developer would come back to the council with a development agreement in May.

Councilwoman Rayford stated that this is precisely what she talking about. We are so eager to jump at something that tickles our ears without having full knowledge. For us to be a legislative body, we should be at the head of the decision-making. The fact that we are asking them to come and do a presentation at this time in the process seems backwards to her.

Councilman Harvey clarified that they want an update, not necessarily a new proposal. He would like to see the numbers so that they can make an informed decision of whether or not the council wants to move forward on the project or "push the restart button."

Councilwoman Monteverde does not believe it would be realistic to get any numbers while the process of gathering public input is still occurring.

Councilman Jacobson stated there is no way the council is going to be close to voting on it in May. Once a plan is implemented, it would have to go back to the public another time to garner public input on the full information. He noticed that even simple questions

could not be answered. This is not the beginning of the end. We have a long way to go.

Councilwoman Rayford drafted Resolution #64-2018 under new business. Resolution #64-2018 directs Corporation Counsel to define the legal protocol for any and all Requests For Proposals (RFPs). She read the resolution in its entirety. She stated that if the council wants to vote on it tonight, then it could. Otherwise they could discuss it at a work session. [SEE RESOLUTION ATTACHED]

Mayor Kennedy stated that according to procedure, it should be put on the next agenda and discussed first. She mentioned Rayford's previous comments about the haste of the council in making "quick snap decisions," and felt that they should adhere to that.

This portion of the meeting was closed.

*Discussion
Item*

Resolution number 64 2018
Of
March 12, 2018

Resolution directing Corporation counsel to
define the legal protocol
for any and all Requests for Proposals[RFP]

Whereas; all elected officials and their
subordinates know and understand that any
and all conflicts of interest should be
identified prior to any or all proposals be
considered

Whereas; This resolution is in the best
interest for all elected Officials and their
subordinates to understand, what a conflict
of interest is, and abstaining from any and
all voting will be required

Now, be it resolved, we here by direct
Corporation counsel Michelle Kelson, to

**provide any circumstance and or scenario
that defines or identifies a conflict of
interest**

**Be it further resolved, The urgency of this
matter, requires immediate action, as,
transparency is paramount**

FURTHER COMMENTS FROM THE COUNCIL

Mayor Kennedy deferred the remainder of tonight's meeting to Councilwoman Mejia because she had to leave at this time.

Councilman Harvey thanked everyone for coming out and speaking their concerns about various matters. He thanked Mayor Kennedy for having the where-with-all to continue to come to the meetings. He thanked all of his colleagues for the hard work that they do in this city.

Councilman Jacobson thanked everyone for coming to the meeting. There may not be a simple resolution when we disagree with each other. But we have to curb the rhetoric and avoid making personal attacks against each other just because we don't agree with a person's position on any one issue. We are going to get some more information so that we know what we are going to do with our firemen. We don't want to be in a position where we hire people, and then have to fire them. A representative from Congressman Maloney's office will be at the next work meeting, and hopefully we can get some more numbers concerning it. We have to have the money to be able to do it.

Councilwoman Monteverde thanked everyone for coming. She heard a lot of passion in people speaking their concerns this evening. She hoped that we will eventually work something out with the Newburgh Rowing Club. She encouraged us to continue with the Alembic process. The numbers may not work out in the end. Also we are working on a solution to keep our firemen employed.

Councilwoman Rayford thanked Pastor Jones for praying for the city, and she felt that the Holy Spirit has kept us safe this evening. She extended her thanks to Omari and his family for their accomplishments. She encouraged the residents and homeowners to hang in there and not give up, because she believes there is hope. She spoke to the elderly and the youth, and told them that their input is necessary too. Developers could develop some of the other historical and dilapidated buildings we have throughout the city. Maybe that would cut down on the bickering and fighting. She thanked all of the city employees. She commended DPW for the fantastic job the department did during the last snowstorm. She let us know that we are important, and that she is here for her community. Please feel free to contact her for any reason.

Councilwoman Sofokles remarked that the Newburgh Rowing Club matter is not a closed issue. She encouraged Coach Ed to speak to the council if he has any problems. Things can still be worked out. She suggested that County Executive Stephen Neuhaus be invited to the next meeting, along with Congressman Sean Patrick Maloney. The County has Sales Tax Surplus. We should be asking the county for financial assistance for the Mutual Aid that the City of Newburgh Fire Department provides other municipalities. They all receive those funds, so they should be sharing it with us.

Councilwoman Mejia recognized Mayor Kennedy's spirit of determination and commitment for continuing to come to the meetings. We may not always agree on everything, but we recognize that we have to continue and focus on what is best for the City of Newburgh. Mejia pointed out that she has learned so much from Kennedy, and about what commitment, sacrifice and values looks like. Mejia stated she is very thankful for that.

This portion of the meeting was closed.

ADJOURNMENT

There being no other business to come before the council, the meeting adjourned at 10:10 P.M.

Respectfully Submitted,

KATRINA COTTEN

DEPUTY CLERK