**A regular meeting of the City Council of the City of Newburgh was held on Monday, August 13, 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 Rev. Nelson McAllister.**

Pledge of Allegiance/Juramento a la Alianza

Roll Call / Lista de Asistencia

**Present: Mayor Torrance Harvey, Presiding; Councilman Grice, Councilman Jacobson, Councilwoman Rayford, Councilwoman Sofokles-5**

**Absent- *Councilwoman Mejia, Councilwoman Monteverde- 2**

***Councilwoman Mejia arrived after roll call was taken***

COMMUNICATIONS

Approval of the minutes of the special meeting of June 28, 2018 & regular City Council Meeting on July 9th 2018

**Councilwoman Rayford did not recall the subject of the Special Council Meeting that occurred in June; but it was clarified for her by the council.**

**Councilman Grice moved and Councilwoman Sofokles seconded.**
**Ayes: Grice, Jacobson, Rayford, Sofokles, Harvey - 5**
**Carried**

City Manager Update

**City Manager Michael Ciaravino provided highlights in city departments.**

**RECREATION**

**Registration for the Positive Image Teen program is ongoing. The program is designed to provide health and personal development for high school youth. Call the Recreation Department for more information. The Aquatic Center is scheduled to close for the season on Saturday, August 25, 2018. The City of Newburgh Recreation Department, in collaboration with Terrace Lounge and Flips Barbershop, will be hosting a back to school giveaway on Sunday, August 26, 2018 at Audrey Carey Park. Free food, music and prize giveaways will be provided. The event begins at 12 Noon.**

**COMMUNITY DEVELOPMENT**

**The U.S. Small Business Administration (SBA) has a co-sponsorship agreement with the City of Newburgh, in which Historical Underutilized Business Zones (HUBZ One) workshops have been scheduled. These workshops help small businesses, which are located in urban and rural communities, gain preferential access to federal procurement opportunities. Preferences go to small businesses that obtain a HUBZ One certification, in part, by employing staff who live within one of the historically-underutilized business zones. Services include free business consulting, business plan development, market research and other help. Upcoming SBA workshops are scheduled, and they are free for the community. The larger context of this is that we want to continue to inspire local entrepreneurs and opportunities for those who may have excellent business ideas. The program helps them develop the language necessary to put a business plan together to get their ideas launched.**

**Ciaravino announced that there is additional access to capital workshops, which is being provided by the SBA and a group called Community Capital New York. Ciaravino announced two upcoming workshops. The first one is scheduled for August 23, 2018 at the local Blacc Vanilla Coffee Shop at 6:00 P.M. The other workshop is scheduled for October 2, 2018 at the Newburgh Free Library at 12:30 P.M.**

**The Children's Summer Film Festival was recently wrapped up. Five (5) films were**

conducted, and they were well attended with an average of 200 people in attendance at each film. The film festival included community outreach and a cookout with the Newburgh Police Department.

He mentioned that the City of Newburgh is a natural attractor for tourism, which includes Washington's Headquarters, as well as many other features in the city and the Region. We are currently working to finalize an RFP that will offer City Hall as the possibility of becoming a boutique hotel. The current structure has many expensive matters that need to be addressed, including electrical updates that are necessary. We have been cleared to do an engineering study; but, a problem with Lockwood Basin and the main pipe leading to the Water Treatment Plant has diverted the attention of our engineering and water departments right now. Moreover, we are planning to consolidate all city services under one roof, and we are planning a relocation to 123 Grand Street. Once we publish the RFP we will try some target marketing efforts that the RFP Committee has discussed. What we do know is there is a shortage of hotel accommodations on Route 300, so the market for a boutique hotel on the Hudson River is in demand.

We are working with Metro North in a cross marketing initiative to create a separate program called Historic City of Newburgh on the Hudson. Also we are working with Senator Larkin's Office in the advocating of the renaming of the Beacon Train Station, the status quo is not acceptable. We are engaged in regional marketing efforts that include something as simple as signage at Grand Central Terminal that would have our name up there to help highlight our city to the entire Region.

Ciaravino remarked about the Wall That Heals. MTA marketing showcased the event for anyone who wanted to pay respects to those individuals who lost their lives in the Vietnam War. Many people were under the misconception that it was a ploy for political marketing. It was not that. It was a somber event, much the same as someone who would comport himself when visiting a cemetery. A lot of people visited the wall in the middle of the night, because they may not have wanted to come during the day and see other people while reflecting. The monument was very impactful.

POLICE DEPARTMENT

The Junior Police Academy will begin next Monday. Donations made by the PBA and the PSOA are impending, and Chief Solomon has ordered the t-shirts and the rope course for the event.

The Youth Police Initiative (YPI) class was conducted July 9th -16th for students who may be considering future careers in law enforcement. Nine students graduated. Much to our chagrin, as successful as we have been in recruiting local residents, we have lost some of our highly trained officers due to Tier 6 changes in the NYS Retirement System.

At the next work session Chief Solomon will be presenting the Matrix Study that the city council requested. It will be a lengthy presentation, and we want to be able to ask the hard line questions at the end of it to help foster a robust communication with our police and fire departments. He would like to invite the community to attend the work session.

There are a lot of new things that are revolutionary in our PD, and what we are doing has received the attention of the State of New York. It is that precise relationship-building effort that we have put forth that has helped contribute to a sustained reduction in the occurrence of crime over the last decade. We have worked diligently to develop a policing model that apprehends suspects. All of these programs cost money; but, we have seen the results. Ciaravino stated that we had a group violence initiative call-in, in which nine parolees attended to discuss a holistic approach. The most heartfelt and impactful portion of the discussion was from the mothers who lost their own children to gun violence. He pointed out that Lt. Cortez met with the Newburgh River District Association recently. He addressed narcotics trafficking and loitering in the areas of South Miller Street. The members have voiced their concerns that they would like to see more foot patrols in the area too. A community barbecue was held, and the police vehicle Truck One was used for the event.

WATER CRISIS LAWSUIT

**Mr. Ciaravino spoke about the city's lawsuit. A copy of the lawsuit will be posted on the city's webpage and Facebook page. We are seeking redress; but, we are asking the State of New York to take extraordinary measures to establish rational watershed rules and regulations. We need the State to step up and exercise its legitimate police powers to protect our watersheds. As long as we have unabated economic development, we are getting very frustrated. We are hopeful, as it relates to a settlement; but, we need to have basic common sense matters addressed first, before we are able to say for certain that the water is safe to drink.**

**We have discovered that cracked pipes at Lockwood Basin have been delivering raw water into the filtration plant. We are in the process of draining Lockwood Basin, yet there is aquatic life in the basin that have the PFOS toxins in their fatty tissues. The DEC is concerned that this level of toxicity is going to be transferred up the food chain, and we have to discuss disposal methods, which are very expensive. We have to protect the City of Newburgh's legal interest, as well as the long-term health interests of residents.**

**The City Manager concluded his report.**

PRESENTATIONS

**There were no presentations at this time.**

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

**Drew Kartiganer stated that he pays taxes in the City of Newburgh. He mentioned Resolution #246-2017, regarding the Alembic and Hester Street development of 2 Montgomery Street. He felt that the collaboration with the Neighborhood First Fund for New York City should have been disclosed first, as it involved Councilwoman Mejia's husband. This is the stuff that needs to be exposed first, before projects even begin. (See Comments Submitted)**

**Gay Lee urged the council to think about its decision regarding Dr. Chhabra's property. She knows the City of Newburgh does not have any money, and now that five firefighters are gone, residents' safety is at risk. We are effectively known as *The City of Neglect*. The dentist office is a community office, and he is the only oral surgeon here. Everybody at this table has been in a position in which someone did not have enough money to pay for something. The City of Newburgh needs money, and this is not the time for you to make decisions based on emotions. Lee knows that Ms. Kelson does not make the final decision, and that the decision is squarely in the council's lap.**

**Michael Palmucci remarked that the police department is doing an excellent job. The camera system has been significant in cleaning up some of the problems on City Terrace. He spoke on behalf of Dr. Chhabra. The dentist has been very helpful in the community, often allowing people to pay for services little by little over a period of time. He is very professional. Palmucci asked the council to please reconsider its decision, as it would be a great loss to Newburgh if he lost his business in this community.**

**John Harper works for Independent Living. He is the System Advocate, and he was contacted by a group of people who suffer from either blindness or poor vision. The group is concerned about the dangerous crosswalk at the corner of Washington Terrace and Lake Street. They are requesting that the city take an in-depth look at the area. It is a very dangerous situation, and the cross walk should be installed with an audio-pedestrian crossing device so that they can safely make their way through the crosswalk.**

**Jay Modi submitted his comments. He stated that Dr. Chhabra is an excellent dentist and**

**oral surgeon, and he is one of the nicest people that he knows. Chhabra serves the local community with love and dedication, and in a most humane manner. The City of Newburgh is very lucky to have him here. (See Comments Submitted)**

**Theartie Mendes remarked that Dr. Chhabra is an oral surgeon assistant who is continuing her education in the field of dental hygiene. He is an excellent oral surgeon, and he goes out of his way to treat his patients professionally. Many patients come from as far as Saugerties, Red Hook, Monroe and Port Jervis, due to the extensive types of insurances that he accepts. The office is located right in the heart of the City of Newburgh, where anybody and everybody can come and receive quality services.**

**Barbara McCabe stated that the potential of closing the dental office is a grave concern to everyone. Dr. Chhabra is extremely kind, skilled, and he has helped many people in the community. She and her colleagues plan to protest the matter, and they plan to obtain 10,000 signatures on a petition imploring the council to allow his practice to remain open. He is a rare oral surgeon that accepts Medicaid; otherwise patients have to travel to outlying areas to receive care. She feels that the city is closing the dental office to make way for profitable business. She stated that it is all about the money. We have to think about the patients.**

**Carolyn Covert stated that no one even knows that Dr. Chhabra is being evicted. She understands that he came up with the funds several days later in May; yet by that time he was given the eviction notice. She didn't think that any of the council members have even visited the office. People say they want clean buildings, and that they are concerned about the health and well-being of the community. Dr. Chhabra has a beautiful building, and he provides dental services to people who really need them. This is a poverty stricken city, and he travels from New York City two days a week to treat patients. We just want his service to remain open.**

**Judy Thomas would like to see more 4-Way Stops Signs in the City of Newburgh. The right of way traffic is going faster than the posted speed limits. The intersections at Liberty Street and First Street; and the one at Broad Street and Montgomery Street are dangerous. She does not understand why Montgomery Street has the right away when**

**Broad Street goes uphill. In winter, this could be a problem. She mentioned the storm drains being impacted by all of the rain. She just got a sump pump installed on her property on Benkard Ave, but, the storm drains are completely clogged with litter. She would like to see the city amend the parking regulations so that once the street sweeper goes by you can park on the street. It is affecting the work that she needs done at her property, as people can't get out of their trucks to perform work until the sweeper passes.**

**Carla Johnston remarked that Dr. Chhabra, who owes $250K in taxes, is willing to pay the money, which would help bring revenue into the city. Yet there are some landlords who owe twice that amount to the city, and yet the city does nothing about it. They have condemned buildings, and they still collect full rent from tenants. He is doing a good job for the community, so she does not understand why the city wants to close his business. Her daughter chipped her tooth because she fell on the brick street in the city. Dr. Chhabra helped her family. She stated that the building at 202 Broadway is condemned and tenants continue to pay the owner $2000 per month. She knows this because she lives there. Dr. Chhabra has a legitimate business, so why would you want to shut him out of the community?**

**Mr. Camillo has lived in the city for thirty-seven years. He spoke in support of Dr. Chhabra. A lot of people in this community can't afford to pay for dental care. He urged the council to allow him to pay the taxes so that he can continue to help the people.**

**Omari Shakur commented about an incident that occurred on June 21, 2018, in which a mother, who was pushing the baby carriage, pushed it out of the way as a car sped by. The next day she awakened in the hospital. Later that day the police came to her house and said, "Oops we made a mistake and hit you." He hopes this matter is being addressed. He referenced two other incidents involving the police. Shakur stated that it does not appear as though police officers are as properly trained as we say they are. He lives at 55 Liberty Street, and the street is cut off by that fence there. The children are using the area as a playground. But, when that fence comes down there is going to be traffic, and the children will be playing in the middle of the street. He wanted to bring awareness to it now, because the children are at risk.**

**Dr. Raval has a medical practice in the City of Newburgh. There are many common patients between himself and Dr. Chhabra. Why would we want to drive out the only oral surgeon in the community when he is willing to pay his remaining tax debt? He humbly requested that the council reconsider its decision, as many people don't have transportation to travel to other hospitals and surgeons.**

**Jay, a resident in New Windsor, spoke on behalf of Dr. Chhabra. He is a great oral surgeon, and Newburgh is very fortunate to have that level of skill. He humbly requested that the council give him the chance to pay his dues.**

**Julie Staton works for Independent Living. Since her tenure that intersection at Washington Terrace and Lake Street has been a front topic for years. It is very dangerous for pedestrians, those with and without disabilities, who continually cross there. She is asking that the city do a study. She also suggested that the city make proper curb cuts to ensure safe crossing. Ideally they would like to see the traffic lights contain signage on them so that people can press the button. There are several buildings in the area, including the Recreation Department, where children play. Her organization is willing to do whatever it can to help the City of Newburgh achieve this goal.**

**Ana Veja stated that she moved here two years ago in search of a better life. When she circulated her resume throughout the city, Dr Chhabra was the only person to hire her. If you close the office, not only are you leaving patients without needed dental care; but, you are also leaving people without jobs.**

**Del Smith thanked God for giving her a second opportunity to speak on behalf of Dr. Chhabra. She runs a ministry with her husband, and they administer items freely to persons who need them. They serve people who were comfortable before a tragedy happened. She read an article this morning. The befitting article was entitled *Profit Before People*, and it described some of the greedy and obsessive disorders that people exhibit. Often times we tell ourselves that we are doing it for our children. But every human being has a right to progress. She feels Blessed and Favored to be able to provide a small uplifting to others. We need to realize that we will all be in a coffin one day. She implored the council to give Dr. Chhabra a chance.**

**Jules Ridgeway spoke on behalf of the Blacc Vanilla Community Foundation. They just completed a program called *Below the Line Bootcamp*, in partnership with Choice Films and Umber Studios. Twelve youth participated in the program, and they were trained in all areas of production, T.V. and films. The program is aimed at increasing the presence of People of Color in those jobs. Ridgeway was just informed this evening that four (4) of the youths are going to be hired for paid internships.**

**Edward Garcia has worked with Dr. Chhabra, and he has seen him do a lot of things for people in this community. Many people would not go out of their way to do some of the things that Dr. Chhabra does for people. He should be given another opportunity to serve the community. Also he said that Del Smith is a good woman. The ministry that she and her husband run together is very powerful. The Smiths help everyone, and they don't expect anything in return.**

**Ed Lawson commented on behalf of the Blacc Vanilla Community Foundation. He stated that there is something magical about the passion that the owners bring to this community. He has seen this community come together so quickly. His children attended the Newburgh School District and he remembered North Miller Street and South Street. He has seen how the area has transformed into something like Blacc Vanilla, and he is extremely excited to be a part of all the happenings that are occurring. Several agencies in Newburgh have applied for the Youth Build Grant, but, we have never won it. Typically the grant is construction-focused; but, this year, as a hybrid they are going to allow us to pursue other industries, such as film. We are super excited about the opportunity. Lawson remarked that the pathway to good jobs is not just training; but, also it is the opportunity for people to be trained and provided with internships.**

**Dr. Chhabra commented that he came here for the sole purpose of serving this community. He put his hard earned money, and his love, into his building. He is disappointed with the decisions of the council members, and he feels that the City of Newburgh is falling apart. When people ask him where he received the money from, he assured everybody that he did not rob a bank. The money was given to him by his family. He has good tenants, but, they don't always have the money to pay. Chhabra is very happy that his patients have come to speak on his behalf. If the city does not give him justice, then God will give him justice. You are trying to undo what the previous council did, and it is not fair.**

**Bashim Inman commented. He thought everybody was trying to make Newburgh a better place. If we are trying to make it better, then why are trying to get rid of Dr. Chhabra? The dentist helped him when he did not have insurance coverage for his daughter. Where else are you going to find someone like that? He stated that we are public servants and we have to heed to the will of the people. This man not only provides good healthcare; but, he also provides fresh fruits and vegetables for people in the community. He urged the city to get used to this type of outpouring from the people, because Closed Door Politics is no longer being accepted by the people.**

**This portion of the meeting was closed.**

*. Submitted by Drew Kartiganer @ City Council Mtg of 8/13/18

# Attachment 1

Memo date: 8/9/18

Reference: 2 Montgomery Street, Dutch Reform Church and City Club redevelopment and the Alembic Community Development proposal

Subject: **Connections detailing of Councilwoman Mejia's spouse, Jerry Maldonado, involvement prior business dealing with Alembic Community Development**

Reference: **CONFLICT OF INTEREST** of
Newburgh City Councilwoman Karen Mejia
as a result of her husband's financial involvement with various parties involved with the redevelopment resolution of August 14, 2017.

Memo by: Drew Kartiganer

1: This attachment details information related to

**COUNCILWOMAN MEJIA'S SPOUSE, JERRY MALDONADO**
**THE FORD FOUNDATION** and connections to
**ALEMBIC COMMUNITY DEVELOPMENT** as it relates to Katrina Relief

This attachment establishes Maldonado's involvement, as a Senior Program Officer with the Ford Foundation. and his connections with Alembic Community Development with "New Orleans initiative" after Katrina. This involvement is a mutually beneficial relationship where Alembic implements development projects that Ford Foundation financially supports using third party entities as conduits for funding. The information in this submittal includes:

Documentation of Councilwoman's Karen Mejia's spouse/ husband, Jerry Maldonado's, demonstrating

Mejia's Husband, Jerry Maldonado's, Senior Program Officer with Ford Foundation and

Maldonado's prior working relationship with Alembic

The following is a detailed listing of the various attachments, with explanations, as referenced above:

**1A FORD FOUNDATION documentation establishes Councilwoman Mejia's spouse, Jerry Maldonado position in the Ford Foundation**

This is a short biography of Maldonado position in the Ford Foundation is as Senior Program Officer, Cities and Regions. This bio specifically references his involvement with "post-Katrina Gulf Coast transformation efforts" (page 3) where Alembic had significant involvement. (5 pages);

**1B Establishes Ford & Maldonado's involvement in the New Orleans initiative via COMMUNITY REVITALIZATION FUND**

This submittal specifically it details Mejia's spouse integral involvement in the **Community Revitalization Fund**. This was a "funding collaborative" to coordinate funding initiatives as a pass through funding source to locally providers for various purposes. (4 pages)

**The documentation on each page includes the following:**

page 1/ Cover page/ Summative Evaluation of the Community Revitalization Fund

page 2/ list of funders, including Ford Foundation listed under National foundations

page 3/ includes specific quotes from Mejia's spouse, Jerry Maldonado, as a Senior Program Officer at the Ford Foundation.

page 4/ Maldonado describes Ford's participation as "very active, very hands- on."

**1C Establish funding trail to third party entities** including

establishes general details of **"Community Revitalization funding"**

includes detail of awarding **$1,000,000 to "Crescent City Community Land Trust"**

**Crescent City Community Land Trust** is the conduit agency that will hire **Alembic Community Development**

**2 pages detail**

1D Establishes use of funds from **Community Revitalization Fund for 'Historic redevelopment"**

these two pages establish **Crescent City Community Development"** redevelopment and details the approach so that

**"Alembic Community Development" will leverage funding and**

**Alembic is "managing pre development activities, securing financing and historic application and will oversee renovations"....**

1E description and picture of a project development by Alembic/

**Alembic Development is detailed as "handling the renovations" on this page**

**1 page**

## FACTS FROM THE ABOVE SUBMITTALS:

1. Council woman Mejia's husband had Senior responsibilities representing the Ford Foundation. In this position, he had integral responsivities for redevelopment in New Orleans using funding conduits to develop projects. Significant portions of the funding were provided by the Ford Foundation, Mejia's husbands employer.

2. Councilwoman Mejia's husband coordinated funding via various entities conduits to a project developed by Alembic Community Development. Award of these types of funding would require a detailed description of what the purposes and uses for the funds would be used.

## CONCLUSIONS:

Documentation establishes that Councilwoman Mejia's husband had a prior working relationship with the Alembic Development. As such, Councilwoman Mejia should have recused herself upon establishing the fact that Alembic Community Development was an interested party to the RFP.

| | |
|---|---|
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| Saved in: | my docs/ politics 20117 18. 2 Montgomery Street. |
| Saved on: | dak dell dt15 |

# 1A

**1A FORD FOUNDATION documentation establishes Councilwoman Mejia's spouse, Jerry Maldonado position in the Ford Foundation**

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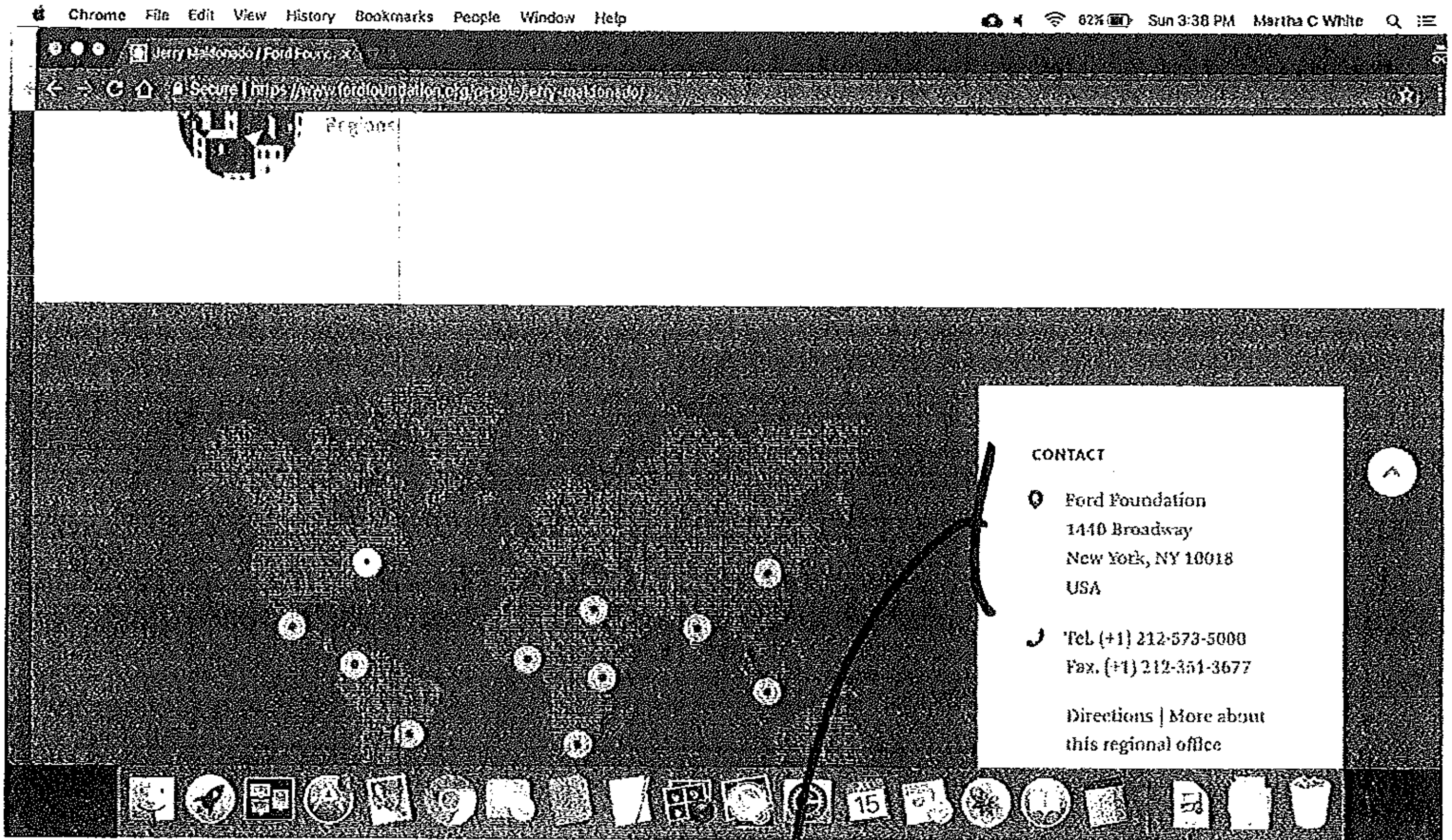
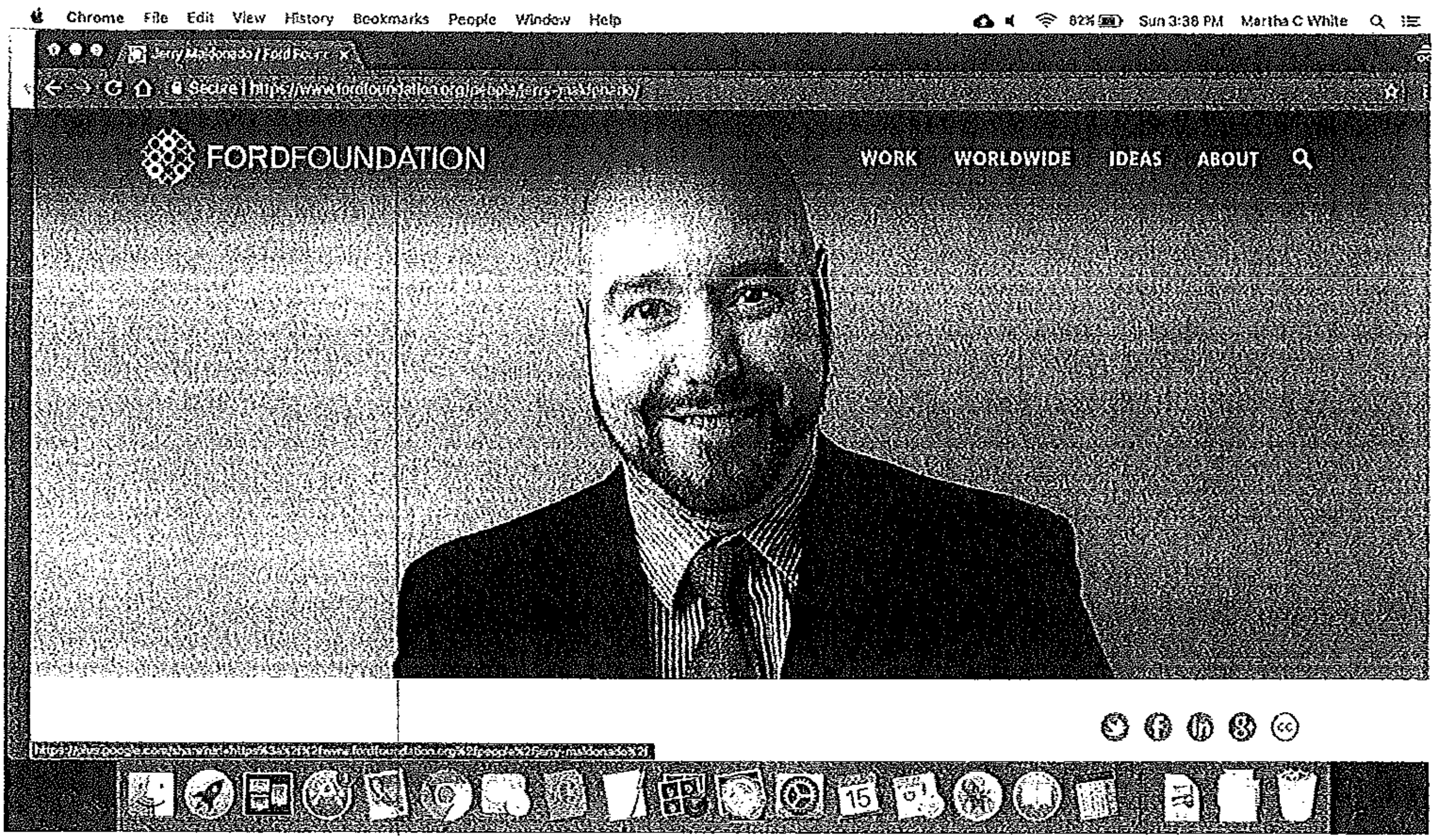



Ford Foundation contact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Jerry Maldonado / Ford Foun

Secure | https://www.fordfoundation.org/people/jerry-maldonado/

ABOUT US | GRANT MAKERS

# Jerry Maldonado

## Senior Program Officer, Just Cities and Regions

Jerry Maldonado is part of the Just Cities and Regions team. His grant making has concentrated on integrated regional strategies for building stronger communities by improving access for low-income families to permanently affordable housing, reducing blight, improving transit choices, and strengthening decent work opportunities. In his work with the foundation Jerry has overseen post-Katrina Gulf Coast transformation efforts.

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Jerry Maldonado | Ford Fo...

Secure | https://www.fordfoundation.org/people/jerry-maldonado/

Jerry joined the foundation as a program manager before assuming his current role as senior program officer. Previously, he was a visiting scholar at Cornell University's Global Labor Institute and co-director of the Carnegie Council's Global Policy Innovations program. He has also served as a consultant with numerous international development and philanthropic institutions, including the United Nations Non-Governmental Liaison Service and the Rockefeller Brothers Fund. He has organized several international development conferences and symposia on issues ranging from globalization and inequality to human rights and economic development and is a co-author of the 2005 report *The Americas at a Crossroads: Putting Decent Work Back on the International Development Agenda.*

Jerry has a master's degree in public policy and international affairs from Columbia University and a bachelor's degree from Brown University, where he concentrated in international relations with a

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Jerry Maldonado / Ford Fo...

Jerry has a master's degree in public policy and international affairs from Columbia University and a bachelor's degree from Brown University, where he concentrated in international relations with a minor in urban studies.

THEMATIC AREA

Just Cities and Regions

5

# 1B

**1B Establishes Ford & Maldonado's involvement in the New Orleans initiative via COMMUNITY REVITALIZATION FUND**

This submittal specifically it details Mejia's spouse integral involvement in the **Community Revitalization Fund**. This was a "funding collaborative" to coordinate funding initiatives as a o pass through funding source to locally providers for various purposes. (4 pages)

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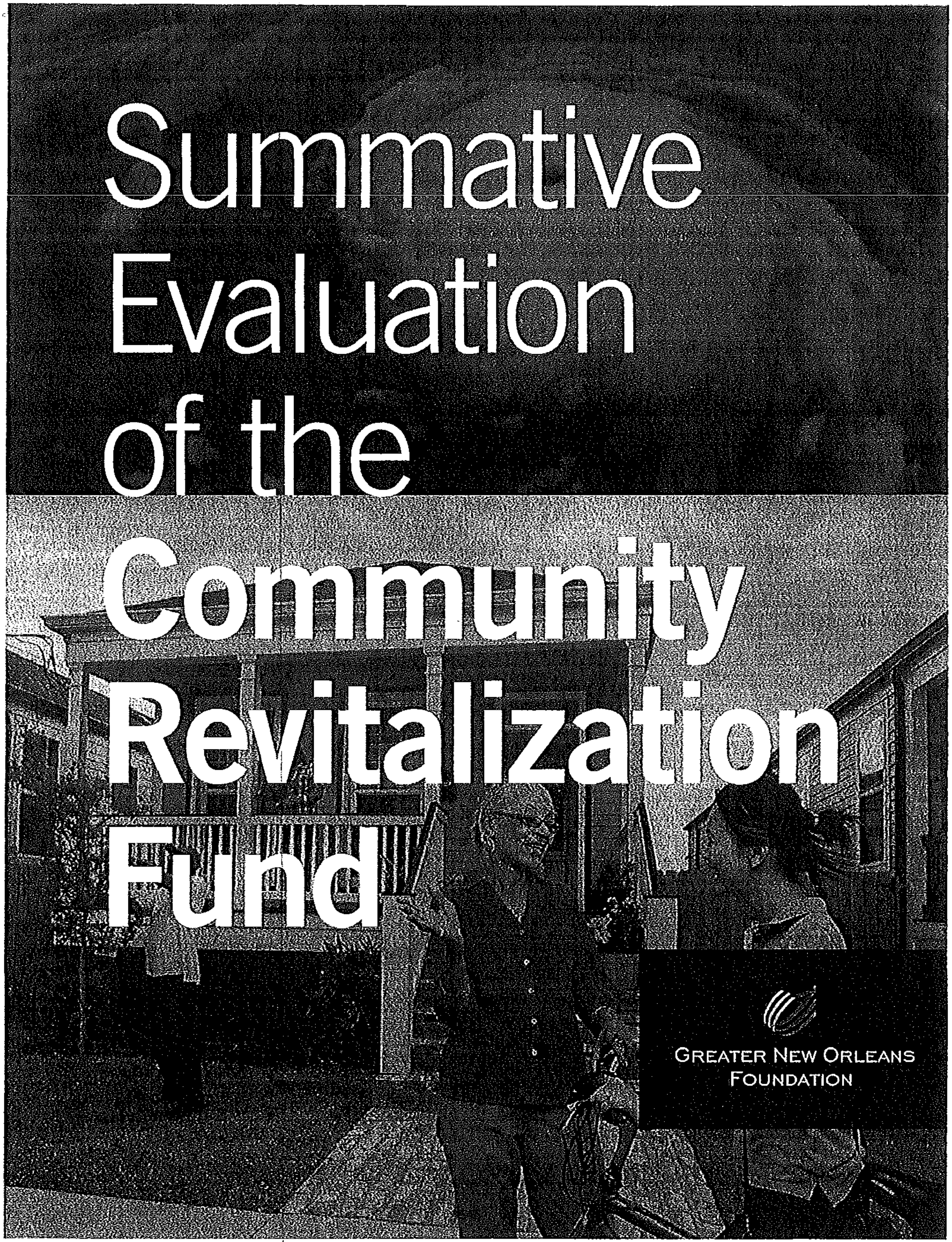
# Summative Evaluation of the Community Revitalization Fund



GREATER NEW ORLEANS FOUNDATION

# Funders

This report is a summative evaluation of the Community Revitalization Fund, an initiative of the Greater New Orleans Foundation in partnership with twenty-one national and local funders, listed below. The findings and conclusions of this report are based on analyses conducted by an independent consultant and do not necessarily represent the views and positions of the funders.

## NATIONAL FOUNDATIONS

blue mood fund

The Capital Group Companies Charitable Foundation

Annie E. Casey Foundation

Chrysler Foundation

The Ford Foundation

Bill & Melinda Gates Foundation

Conrad N. Hilton Foundation

W.K. Kellogg Foundation

Kresge Foundation

Prudential Foundation

Rockefeller Foundation

Surdna Foundation

## LOCAL FOUNDATIONS

Capital One

Ella West Freeman Foundation

Entergy

Goldring Family Foundation

Greater New Orleans Foundation

JP Morgan Chase

Louisiana Disaster Recovery Foundation

Woldenberg Foundation

Patrick F. Taylor Foundation

Zemurray Foundation

emphasized the need to build capacity and produce housing and rooted the idea for the new fund in the UNOP process.[37]

GNOF began to invite foundations at the national and local level to participate in the Fund. Foundations could invest for the five-year period at three different levels: $500,000 per year for large national foundations; $250,000 per year for moderate size foundations; and $150,000 minimum per year for the local foundations. Shea says the Fund also required participation by the "principal grant maker in community development" from each foundation to ensure that "decision-makers [would be] in the room."

Juliet Page joined GNOF in November 2006 and led the fundraising effort. On raising the money, Page said, "I would never call it easy, but I think we put together a very compelling plan." She believes foundations contributed because the Fund was "well-staffed" and focused on a clear issue: housing. Page said, "even if your interest wasn't housing, we could argue that housing needed to be your interest for a short time."

## A FUNDER COLLABORATIVE

Given her work with national foundations, Shea says she had seen "that funders like to work together." She also recalls that while some national funders were working in New Orleans prior to Katrina, many others did not have established relationships in the city or knowledge of local nonprofits. Finally, Shea had participated in a successful funder collaborative in the past in another city. Taken together, these observations and experiences led her to push GNOF to create a funder collaborative. She said, "your voice has a little more 'oomph' behind it when a group of funders come together." Ultimately, 22 national and local funders would join the initiative.

Jerry Maldonado, Senior Program Officer at The Ford Foundation, says his former director, George McCarthy, was intimately involved in the creation of the CR Fund. Ford had an established relationship with GNOF before Katrina and was eager to invest in the city's recovery. The Conrad N. Hilton Foundation, according to Senior Program Officer Brad Myers, "recognized the enormity of the disaster and decided that it needed to respond in an unprecedented way." Hilton thus joined the CR Fund early as part of its "relief phase" response. Myers describes Hilton's participation in the funder collaborative as "unprecedented because it was an open-ended fund." In other words, when Hilton made its $2.5 million commitment, it had no idea where the money would go. But, Myers says, this is now the foundation's preferred model for philanthropic disaster response. And though other foundations were involved because of mission-driven commitments to housing or community development, Hilton was there "under the disaster recovery banner." The Kresge Foundation did not have much experience working in New Orleans before Katrina, so from its perspective, according to Wendy Jackson, Deputy Director for Kresge's Detroit program, the Fund was "an investment vehicle to meet pressing needs... but it was also a way for us to learn with other philanthropic colleagues about the city as a whole."

Of the funder collaborative approach, Maldonado says Ford commonly participated in such initiatives and was a "strong proponent... because we felt it was really important to have a coordinated philanthropic response." He calls the CR Fund "an important vehicle for aligning national and local dollars." In his opinion, the Fund was "created around a logic of needing to rebuild at a scale that went beyond [Ford's] institutional capacity and funding." He affirms Shea's contention



3

staff asked questions and reviewed the grantee organization and its proposed project. GNOF staff then prepared grant memos for the grants committee, the sub-committee of CR Fund foundation members that made award decisions.

Ford, Hilton, and Kresge were all active participants in the grants committee. Interviewees for this evaluation shared mixed responses on how grant decisions were made. Maldonado describes Ford's participation as "very active, very hands-on." Jackson says that Kresge and other foundations were making grants decisions at the grants committee meetings and that all funders participated equally, no matter their size or expertise about housing or New Orleans. She says the decision-making process felt "pretty egalitarian. No one funder dominated." She also says that while GNOF staff provided analysis, committee members made "the final call." Myers, however, says, "we weren't actually making funding decisions... we were under no illusions." Rather he said, GNOF staff were making them. He said this was a good thing, because "we didn't know New Orleans." Given the limited number of interviews with funders, a conclusion cannot be definitely drawn about how this decision-making process was experienced by all funders. GNOF staff say that while they made decisions about discretionary grants under $50,000, decisions to award larger grants were made by the grants committee based on staff recommendations — both whether to make the award and for what amount.

In October 2008, GNOF contracted with an external evaluator to conduct a mid-term evaluation. For the most part, the evaluation, completed in 2009, affirmed that the CR Fund was making inroads in community revitalization through the grant-making process, particularly with capacity-building. Following the evaluation, GNOF modified the grant-making process. Staff began to produce memos for the grants committee to contextualize the state of affordable housing in New Orleans, enhanced grant application memos for the committee, and collected quantitative data from grantees on unit counts to generate a performance measure.

4

**1C**

<u>1C Establish funding trail to third party entities</u> including

establishes general details of "**Community Revitalization funding**"

includes detail of awarding **$1,000,000 to "Crescent City Community Land Trust"**

**Crescent City Community Land Trust** is the conduit agency that will hire
**Alembic Community Development**

**2 pages detail**

# Money

The role of philanthropy in disaster recovery

Hurricane Katrina was the costliest disaster in U.S. history. The federal government spent $120.5 billion on damages caused by Hurricanes Katrina and Rita. What role could a $25 million fund play when the damages were so great?

*The Community Revitalization Fund was an important vehicle for aligning national and local dollars.*

– Jerry Maldonado, Senior Program Officer, The Ford Foundation

## Funder Collaborative

The Community Revitalization Fund was structured as a funder collaborative that brought together twelve national and ten local foundations. A grants committee composed of funder representatives made decisions about grant awards based on reports composed by GNOF staff.

# Grantees

Community Revitalization Fund awards ranged from small operating grants to large grants, program related investments, and pricing guarantees. Grantees appreciated the flexibility of the awards, because they often provided financing for things that banks would not fund -- like operating support, salaries, and data analysis.

Show 10 entries

| Grantee | Year Awarded | Total Awarded | Location | Sectors |
|---|---|---|---|---|
| Center for Community Progress (New Orleans Vacant Properties Initiative) | 2010 | $500,000 | city-wide | Organizational Capacity |
| Center for Urban Redevelopment Excellence, University of Pennsylvania (CUREx) | 2009 | $90,000 | city-wide | Organizational Capacity I Knowledge Production |
| Central City Renaissance Alliance | 2009 | $42,000 | Central City | Organizational Capacity I Knowledge Production |
| City of New Orleans | 2011 | $50,000 | city-wide | Organizational Capacity |
| City-Works | 2007 | $22,000 | Claiborne Corridor/Central City | Knowledge Production |
| Code for America | 2011 | $50,000 | city-wide | Knowledge Production |
| Committee for a Better New Orleans | 2010 | $44,000 | city-wide | Other |
| Crescent Alliance Recovery Effort - United Way for the Greater New Orleans Area | 2010 | $540,000 | Mid-City | Bricks and Mortar I Organizational Capacity |
| Crescent City Community Land Trust | 2014 | $1,000,000 | city-wide | Land Purchases and Financing |
| Efforts of Grace | 2010 | $200,000 | Central City | Land Purchases and Financing |

Previous Next

**pricing guarantee*

***$250,000 grant; $750,000 PRI*

$23 million
distributed between 2007 and 2014

75
separate awards

1551

# 1D

**1D** Establishes use of funds from **Community Revitalization Fund** for **'Historic redevelopment"** (2 pages)

these two pages establish **"Crescent City Community Development,"** which received he $1,000,000 for redevelopment efforts, and details their approach including that

**"Alembic Community Development"** will leverage funding and

**Alembic Community Development is "managing pre development activities, securing financing and historic application and will oversee renovations"....**

## FOR IMMEDIATE RELEASE

**Contact:**

**For Crescent City Community Land Trust:**
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# Jane Place Neighborhood Sustainability Initiative & Crescent City Community Land Trust Launch Historic Redevelopment at 2739 Palmyra Street with Key Partners

*Project marks first Crescent City initiative and highlights its role as a bridge for long-term, sustainable renewal in New Orleans*

**SEPTEMBER 18, 2013; NEW ORLEANS, LA –** Crescent City Community Land Trust (Crescent City), the bridge for long-term, sustainable renewal in the city of New Orleans, and Jane Place Neighborhood Sustainability Initiative (JPNSI) today announced the official launch and details surrounding the redevelopment plan for the historic August W. Nolde building at 2739 Palymra Street (at the corner of Palmyra and Jane Place, New Orleans). It marks New Orleans' first permanently affordable rental housing development.

"Permanently affordable housing options like 2739 Palmyra will help minimize gentrification and displacement in Mid-City as expanded job opportunities attract more people to the area," said Brice White, co-founder, JPNSI. "Public and private investment changes communities. Healthy communities accommodate those changes while respecting, nurturing and empowering the fabric of the hardworking population that already exists, ensuring that renewal is equitable and sustainable."

**About the Project & The Approach**
JPNSI and Crescent City, in partnership with Tulane City Center and Alembic Community Development, will leverage the building into four, high-quality, permanently affordable rental homes for households at 80% of Area Median Income and below. Pre-development work (engineering, design and financial arrangements) is underway now. Construction work is expected to begin in 2014.

The site will be built and stewarded using the community land trust approach that grounds the work of JPNSI and Crescent City. Through it, public and private funds are invested permanently in the property. This innovation makes it possible for homes to be affordable decade after decade without the need for additional public investment. The Tulane City Center assisted JPNSI in developing an organizational marketing strategy and visioning for the project while Alembic Community Development is managing pre-development activities, securing financing and historic applications and will oversee renovations.

"This project represents Crescent City's first residential development initiative and highlights our role as the bridge between neighborhood-based community land trusts, critical funding and a network of community development partners," said Van Temple, executive director, Crescent City Community Land Trust. "We believe that this approach represents the next wave of affordable housing, enterprise development and vacant land use in a way that ensures the fiscally responsible, measurable use of scarcer public dollars matched to private dollars while enabling the long-term sustainable renewal of New Orleans."

**Crescent City's Unique Role**
With 2739 Palmyra, Crescent City is providing financial support through a predevelopment grant fortified by City of New Orleans HOME dollars and state and federal historic tax credits. Upon completion, JPNSI will continue to own the building ensuring quality property and financial management. Within its role, Crescent City will deliver technical and stewardship support, both of which will help future residents of 2739 Palmyra and JPNSI to be successful in the long-term. Wholly unique, Crescent City is one of the first organizations of its kind nationwide and is the only organization doing so across the categories of affordable housing, enterprise development and vacant land use. For more on Crescent City visit its website at http://www.ccclt.org.

-more-

**The History of 2739 Palmyra and Its Neighborhood**
The creation of the pumping station at Broad and Bienville Streets in the late 1890s facilitated the drainage of the area in New Orleans effectively known as 'Back Of Town' and fostered the development of Mid-City above Broad Street. Additionally, in the mid 1800s, the land that is now the corner of Jane Place and Palmyra Streets was part of a parcel of land owned by Louis Surgi, a French native and early city surveyor. After his passing in 1869, his daughter, Reine Surgi, sold both properties, 2739 Palmyra in 1882 and 223 Jane Place in 1886.

In 1903, August W. Nolde purchased the lot at 223 Jane Alley and by 1909, a furniture manufacturing building was erected on the lot, which still functions as the front of the current structure. In 1913, Nolde purchased the property at 2737 Palmyra, which at that time, was a one-story frame house with two rooms and a kitchen. Shortly after, Jane Alley was officially renamed Jane Place by Municipal Code 4627, on behalf of property owners who complained that the term "alley" made their property less desirable. Nolde opened his first furniture store in 1915 at 2737 Palmyra Street and the second by 1920 at 217 N Rampart Street.

The Palmyra store closed in 1924 and reopened in 1927 as 'Nolde Apartments.' The following year, Nolde opened a store at 3015-23 Magazine Street. Although there are no exact records, Nolde built the large three-story warehouse (Nolde Furniture Warehouse) on to the back of the existing two-story structure at 223 Jane Place sometime between 1910 and 1920. This furniture manufacturing warehouse remained in operation until it was sold in 1956, and was mostly used as warehouse and office space until 1999 when it became an artist space known as Nowe Miasto.

**About The Tulane City Center**
The Tulane City Center houses the Tulane University School of Architecture's applied urban research and outreach programs. Initiatives of the City Center vary over time, but share a focus on improving cities - particularly our home city of New Orleans - through fostering global urban research, the development of flexible and innovative urban strategies, and the provision of environmentally and culturally informed principles to guide the design and revitalization of the contemporary metropolis. An important aspect of our work is to ensure that, where appropriate, our research is activated through design and construction and/or advocacy and education. For more information, visit http://www.tulanecitycenter.org/home/

**About Alembic Community Development**
With offices in New York and New Orleans, Alembic is a community development company that makes long-term commitments to partnerships and investments in underserved neighborhoods through real estate development, organizational capacity building and community-based planning initiatives. Visit Alembic at http://alembiccommunity.com.

**About Jane Place Neighborhood Sustainability Initiative**
Jane Place Neighborhood Sustainability Initiative (JPNSI) is a recently established housing and community development nonprofit committed to creating sustainable, democratic, and economically just neighborhoods and communities. Utilizing the community land trust (CLT) model of shared-equity and land stewardship, JPNSI is working to increase the range of affordable housing options available to low- and moderate income residents by encouraging resident-controlled development; advocating for shared-equity models of homeownership, cooperative housing, and rental opportunities; and promoting community-building initiatives that advance equitable housing patterns, neighborhood stability, and community-driven land-use planning. Visit us at http://jpnsi.org.

**About Crescent City Community Land Trust**
Crescent City Community Land Trust is committed to the long-term, sustainable renewal of New Orleans. We serve as the bridge between philanthropic and public funders to a network of community development partners throughout New Orleans who share our vision for the city's long-term, sustainable renewal. We do this by forging alliances, negotiating deals and moving development initiatives to completion. Importantly, through our Crescent City Futures Fund, we seed community development initiatives, leveraging public monies that bring lasting results to communities and people of New Orleans whose lives depend on ensuring strong, sustainable neighborhoods. Our efforts are designed to impact three critical, interrelated areas: residential real estate development, commercial real estate development and vacant land development. For more on us, visit http://ccclt.org.

###

# 1E

1E description and picture of a project development/

**Alembic Development is detailed as "handling the renovations."**

**1 page**

Foundation for Louisiana

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Policy Initiatives

Leadership & Engagement

Community & Economic Development

# Jack & Jake's: Bringing Fresh Food and More to Central City

*Bringing regionally sourced food, office space and work opportunities to New Orleans' Central City community.*

*Myrtle Banks School building to be redeveloped as Jack and Jake's Fresh Market with investment by Foundation for Louisiana and others*

Foundation for Louisiana has provided a $300,000 low-interest loan known as a Program Related Investment (PRI) to Jack & Jake's, to support the conversion of the historic Myrtle Banks School building into the new Jack & Jake's Public Market, and the market's initial operation. When completed, the 23,000 sq. ft. Jack & Jake's Public Market will offer regionally sourced, fresh and affordable food in Central City, an area long lacking in access to fresh foods. The new market will create an estimated 33 new full-time jobs and 35 part-time jobs, while also helping to sustain regional farmers and fishers who are part of the market's supply chain. In addition to Jack & Jake's, the repurposed former school building will include shared office space, and green and open space.

"Jack & Jake's will be a terrific new community resource on a historic New Orleans corridor that is experiencing new vibrancy after years of disinvestment," said Flozell Daniels, Jr., president and CEO of Foundation for Louisiana. "This is Foundation for Louisiana's third investment in commercial revitalization projects in this neighborhood in recent years, because we know the importance of investing in businesses that can catalyze economic growth of neighborhoods, like Central City, that are working hard to rebound," he said.

Alembic Community Development is handling the renovation, which is scheduled for completion in Fall 2014. Recently, Jack & Jake's Public Market also received a $1 million loan through the New Orleans Fresh Food Retailer Initiative (FFRI). Foundation for Louisiana's PRI Fund seeks to leverage other funding sources to better ensure projects' viability.

*Previous Central City Investments: $300,000 loan to support the renovation of the historic Franz Building, which now houses Good Work Network, an organization that provides business development services to minority- and women-owned businesses across fifteen parishes in Southeast Louisiana.*

## Support Projects like this

Donate Now

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1556

# Attachment 2

Memo date: 8/9/18

Reference: 2 Montgomery Street, Dutch Reform Church and City Club redevelopment and and the Alembic redevelopment proposal

Subject: **Neighborhood First fund, Hester Street Collaborative & Community Voices Heard** analysis

Reference: **CONFLICT OF INTEREST** of Newburgh City Councilwoman Karen Mejia as a result of her husband's financial involvement with various parties involved with the redevelopment resolution of August 14, 2017.

Memo by: Drew Kartiganer

A2: Attachment 4 details information related to

**NEIGHBORHOOD FIRST FUND,**
**HESTER STREET COLLABORATIVE &**
**COMMUNITY VOICES HEARD & Analysis**

This attached documentation details issues related to the financial connections and involvement between **Neighborhood First Fund,** Co-Chaired by Councilwoman Mejia's husband, and **Hester Street Collaborative & Community Voices Heard.** A general explanation of the attachment is as follows:

**City of Newburgh Council Resolution of August 14, 2017** detail a redevelopment agreement with various parties that are financial tied to the Ford Foundation where Councilwoman Mejia's husband is a Senior Program Officer. (attachment 4A)

**Neighborhood First Fund** is a "funding collaborative" that provides financial assistance/ funding grants to various Community Based Organizations. This "funding collaborative" is partly supported by the Ford Foundation where Councilwoman Mejia's husband is employed as a Senior Program Officer. Additionally the **Neighborhood First Fund** is **Co-Chaired** by Councilwoman Mejia's husband. (Attachment 4B)

**Hester Street Collaborative** is one of the named parties in the **City of Newburgh Land Development Agreement.** (attachment 4A) The documentation establishes a direct financial connection between **Hester Street Collaborative** from **Neighborhood First Fund** which provided $375,000 in direct financial support over a three year period from 2014 to 2017. (attachment 4CD).

**Community Voices Heard** has been one of the most vocal public support groups advocating for the Alembic Community Development be awarded the project(s). The documentation establishes a direct financial connection between that Community Voices Heard is a direct (attachment 4D). Specifically, documentation in attachment 4C demonstrates that the **Neighborhood First Fund** is one of the primary funding sources for **Community Voices Heard** having provided the group with $295,000 over the last 3 years.

The following is a detailed listing of the various attachments referenced above:

2A **Copy of the Land Development Agreement resolution** of August 14, 2017.

this resolution defines **Hester Street Collaborative** as one of the named development parties. (2 pages)

2B. **NEIGHBORHOOD FIRST FUND** cover page and additional pages from its web site. ( htts: Neighborhoodfirstfund.ny ) (2 pages)

There are two (2) items specifically marked on the first page:

1. In the middle of the first page of the web site cover page, under

   "OUR FUNDERS' is listed the
   "FORD FOUNDATION," which is where Jerry Maldonado is a Senior Project Manager.

2. At the bottom of the same page under "HOW WE WORK," Jerry Maldonado, Councilwoman Karen Mejia's spouse, is listed as a Co-Chair of the **Neighborhood First Fund.** This gives him a controlling/ dominant role in determining where funds are disbursed. As a result, it also gives him significant impact and influence on what the funding recipients (**Hester Street Collaborative & Community Voices Heard**) will use the funding for.

2C. **NEIGHBORHOOD FIRST FUND** Evaluation/
January 2018 Initiative Evaluation:

Page 38/ Appendix B:
NEIGHBORHOOD FIRST FUND GRANT (NFF) FUNDING. Included are (6 pages).
as follows:

pages 1-5 including the cover page and the first 5 pages detailing the goals of NFF.
page 38 which details the funding grants for NFF

Page 38 (last page) details grant amounts to specific organizations that received funding from NFF at the bottom of the page over a three year period. Funding grants include:

Under **Grants to Technical Assistant providers**, a grant is listed for:

**Hester Street Collaborative** received **$374,000** over three years

Under **Grants to Community Based Organization (CBO)** a grant is listed to:

**Community Voices Heard** received **$295,000** over three years

It is noted that these amounts are the highest funding award listed.

In addition, both of these parties have been funded for the funds three years.

**FACTS FROM THE ABOVE SUBMITTALS:**

1. Councilwoman Mejia's husband is the Co Chair of the **NEIGHBORHOOD FIRST FUND**, a funding Collaborative. The moneys from the fund are targeted to Community Groups Base (CBO) and Technical Assistant Partners. As the Co-Chair, he is engaged in the funding actions they are supportive of his professional desires goals. This fund he co-chairs has made a major financial commitment to two groups integrally involved in acquiring City of Newburgh resources via the redevelopment Agreement of August 8, 2017. both of these groups.

2. A major/ significant funding source of the **Hester Street Collaborative** is from the **NEIGHBORHOOD FIRST FUND. Hester Street Collaborative** was one of the named parties of the City resolution authorizing negotiations of the Redevelopment

Agreement. Given **Hester Street Collaborative** is funded by a "funding collaborative" Co-Chaired by Councilwoman's husband, she should have recused herself as required by the Code of Ethics of the City of Newburgh.

3. COMMUNITY VOICES HEARD is one of the strongest and most vocal supporters of the Alembic Project;
   A major/ significant funding source of the Community Voices Heard is from the NEIGHBORHOOD FIRST FUND, Community Voices heard will support & advocate for projects that the Neighborhood First fund/ Councilwoman Mejia's husband is supporting.

4. COMMUNITY VOICES HEARD is one of the strongest and most vocal supporters of the Alembic Project;

**CONCLUSIONS:**

Councilwoman Mejia's should have recused herself as a result of her husband financial engagement with **Hester Street Collaborative** through his senior position as part of the **Neighborhood First Fund** based on the Code of Ethics of the City of Newburgh.

This is reinforced by the actions of **Community Voices Heard** given they are the most vocal advocate supporting the Alembic Community Development for the 2 Montgomery Street, DRC and City Club Project. Councilwoman Mejia's husband clearly involved in the financial support via the **Community First Fund** which also violates the Code of Ethics of the City of Newburgh.

In addition to the above, it should be noted that Councilwoman Mejia's husband credibility, as a Senior Program Officer in the Ford Foundation, will clearly improve if the subsidized poverty-based projects he is a involved with are completed. This is an additional issue for consideration as it relates to the Conflict of interest issues of Councilwoman Mejia.

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Saved in: my docs/ politics 20117 18. 2 Montgomery Street.
Saved on: dak dell dt15

# 2A

2A Copy of the Land Development Agreement resolution of August 14, 2017 defining **Hester Street Collaborative** as one of the named development parties. (2 pages)

4A

RESOLUTION NO.: 246 - 2017

OF

AUGUST 14, 2017

Named Party to Development Agreement

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE STABILIZATION OF THE DUTCH REFORMED CHURCH AND NEGOTIATE ON BEHALF OF THE CITY OF NEWBURGH A LAND DEVELOPMENT AGREEMENT WITH ALEMBIC COMMUNITY DEVELOPMENT, COMMUNITY ACCESS AND HESTER STREET COLLABORATIVE IN CONNECTION WITH THE REDEVELOPMENT OF THE DUTCH REFORMED CHURCH, THE CITY CLUB AND 2 MONTGOMERY STREET

WHEREAS, the City of Newburgh wishes to develop the City-owned Dutch Reformed Church, the City Club and 2 Montgomery Street (the "Properties"); and

WHEREAS, the City has issued a Request For Proposals (RFQ) for the development of the Properties and received three (3) responses from developers interested in pursuing development projects on the Properties; and

WHEREAS, the City staff and a review committee experienced in Historic Preservation, architecture and community-based development have reviewed the responses to the RFP and recommended to City Council that Alembic Community Development, Community Access and Hester Street Collaborative be selected to develop the Properties; and

WHEREAS, to advance the progress of the development of the Properties it is necessary, appropriate and in the best interests of the City to negotiate a development agreement with Alembic Community Development, Community Access and Hester Street Collaborative; and

WHEREAS, of paramount importance is the stabilization of the Dutch Reformed Church and Alembic Community Development and its partners have agreed to undertake the immediate stabilization of the Dutch Reformed Church in collaboration with the City; and

WHEREAS, the City has determined that granting access to the Dutch Reformed Church prior to finalizing the development agreement for the purposes of immediate stabilization before the next winter season and for conducting other related pre-development activities in the form of a license agreement is necessary, appropriate and in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into a license agreement with Alembic Community Development, and its development partners and contracted agents, with provisions as Corporation Counsel may require, to allow access to the Dutch Reformed Church for the purposes of immediate stabilization and to perform related predevelopment activities as necessary and appropriate; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh that the City Manager be and he is hereby authorized to negotiate on behalf of the City of Newburgh a development agreement with Alembic Community Development, Community Access and Hester Street Collaborative for the development of the Dutch Reformed Church, the City Club and 2 Montgomery Street.

# 2B

2B. **NEIGHBORHOOD FIRST FUND** cover page and additional page from its web site. ( htts: Neighborhoodfirstfund.ny ) (2 pages)

There are two (2) items specifically marked on this page:

3. In the middle of the first page of the web site cover page, under

   "OUR FUNDERS' is listed the
   "FORD FOUNDATION," which is where Jerry Maldonado is a Senior Project Manager.

4. At the bottom of the same page under "HOW WE WORK," Jerry Maldonado, Councilwoman Karen Mejia's spouse, is listed as a Co-Chair of the Neighborhood First Fund. This gives him a controlling/ dominant role in determining where funds are disbursed. As a result, it also gives him significant impact and influence on what the recipients (Community Voices Heard) will use the funding for.

NEIGHBORHOODS FIRST FUND IS A PHILANTHROPIC COLLABORATIVE FORMED IN 2015 TO SUPPORT THE ENGAGEMENT OF NEW YORK CITY'S LOW-WEALTH, LOW-INCOME COMMUNITIES IN THE PLANNING PROCESSES THAT SHAPE THEIR FUTURES – PARTICULARLY IN THE REZONINGS THROUGH WHICH THE DE BLASIO ADMINISTRATION WILL IMPLEMENT ITS AMBITIOUS AFFORDABLE HOUSING PLAN.

1

Funding source where Councilwoman Meija's husband works.

OUR FUNDERS

Altman Foundation (http://www.altmanfoundation.org/)

Deutsche Bank (https://www.db.com/usa/)

Ford Foundation (https://www.fordfoundation.org/)

M&T Bank (https://www.mtb.com/)

Mertz Gilmore Foundation (http://www.mertzgilmore.org/)

The New York Community Trust NYCT (http://www.nycommunitytrust.org/)

(http://nyf.org/)

The Scherman Foundation (http://scherman.org/)

Surdna Andrus (http://www.surdna.org/)

2

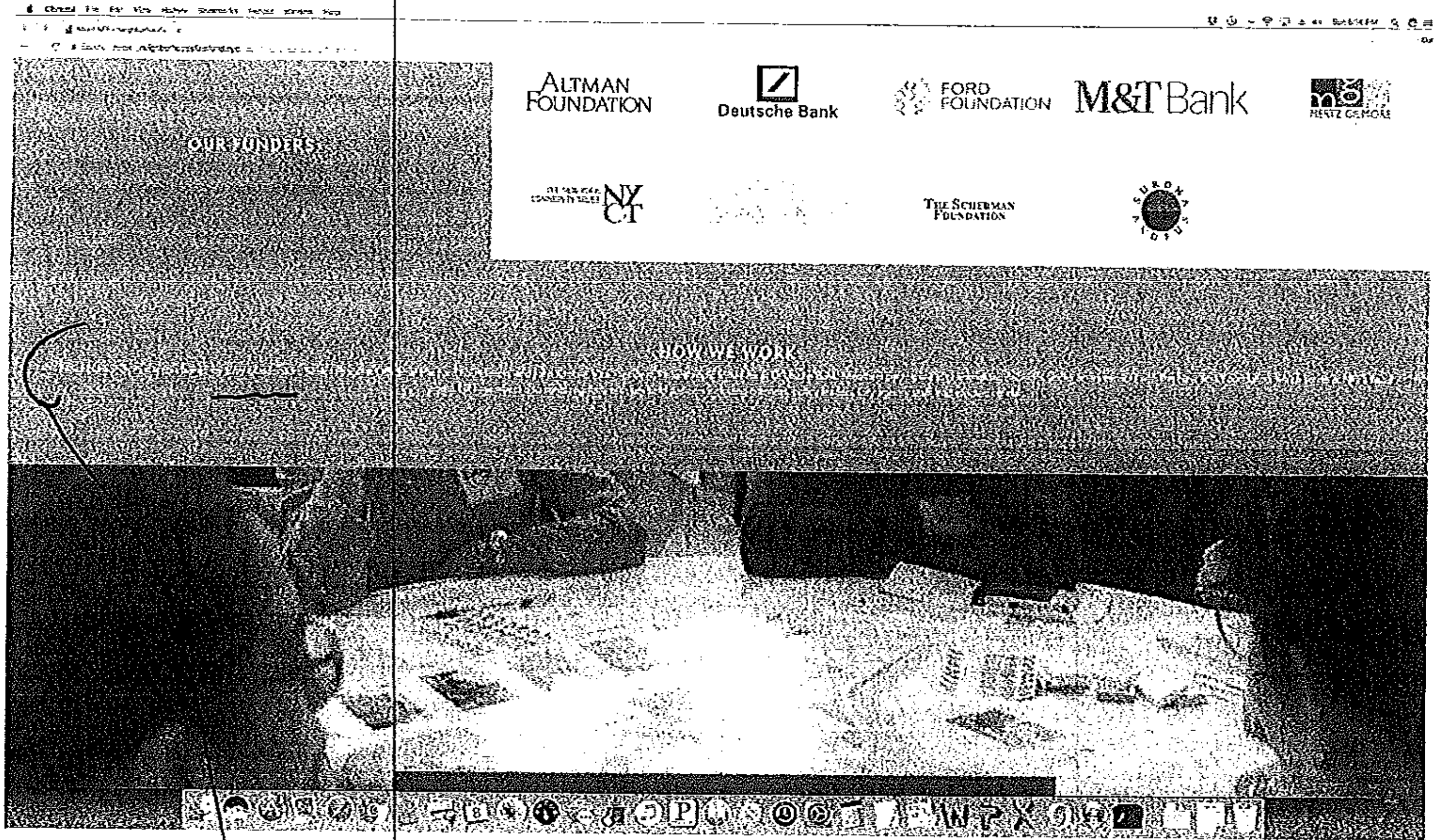
CO CHAIRED

Councilwoman Meija Husband

where her husband is employed

HOW WE WORK

Neighborhoods First is co-chaired by Jerry Maldonado, Senior Program Officer at the Ford Foundation, and John Kimble, Vice President, Philanthropic Initiatives at Deutsche Bank. Members participate in grantmaking decisions under an agreement with the New York Foundation, which serves as NFF's fiscal agent. NFF members also meet regularly with key field partners including grantees, policy leaders, City agency staff, and elected officials.




Neighborhoods 1st FUND. is co-chaired by Jerry MALDONADO, Senior program officer at FORD FOUNDATION

https://neighborhoodsfirstfund.nyc/about

2C

2C. **NEIGHBORHOOD FIRST FUND** Evaluation/
January 2018 Initiative Evaluation:

pages 1-5 including the cover page and the first 5 pages details the goals of Neighborhood First Fund.

Page 38 details the funding grants Neighborhood First Fund

Page 38 details grant amounts to specific organizations that received funding from Neighborhood First Fund at the bottom of the

On page 38,
Under **Grants to Technical Assistant providers**, a grant is listed for:

**Hester Street Collaborative** received **$374,000** over three years

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It is noted that these amounts are some of the highest funding award listed.

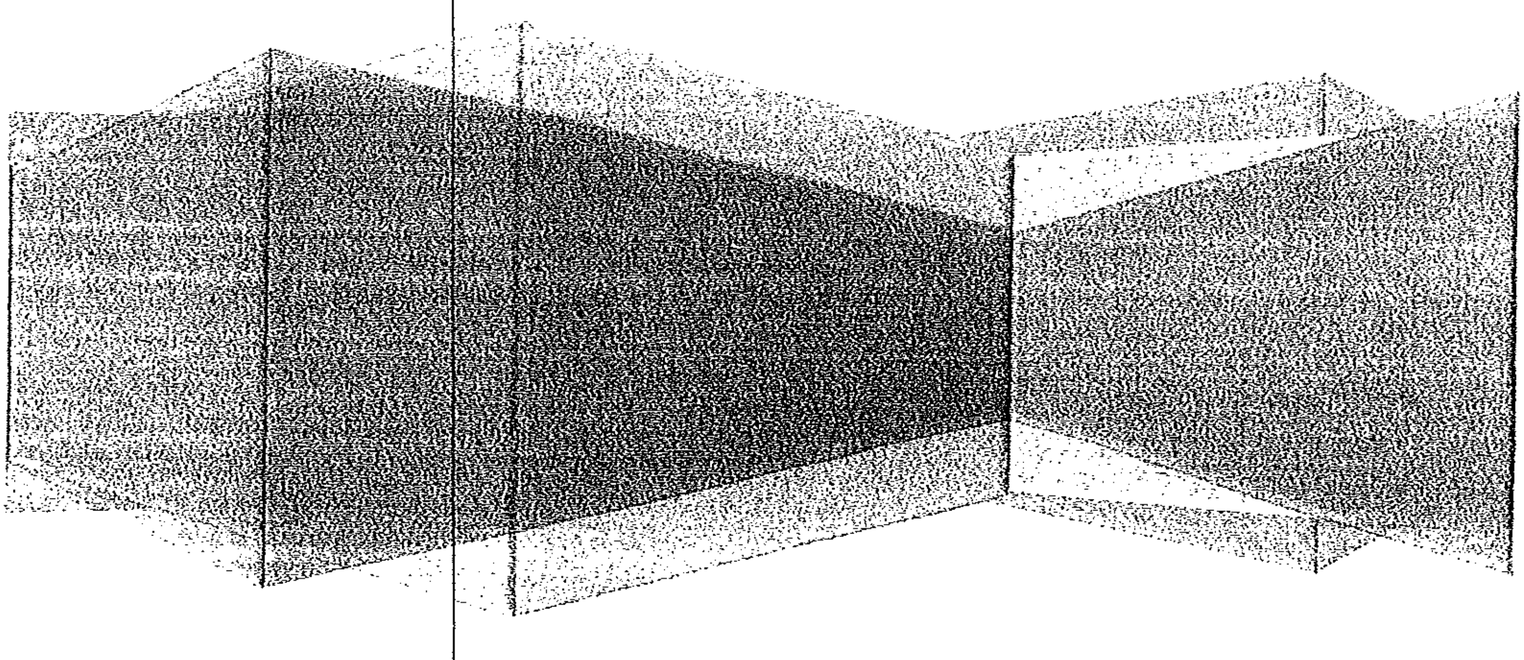
In addition, both of these parties have been funded for the funds three years.

FORSYTH STREET

# Neighborhoods First Fund

## January 2018 Initiative Evaluation

**Sasha Ahuja & Michael Freedman-Schnapp**



# EXECUTIVE SUMMARY

## OVERVIEW

The Neighborhoods First Fund (NFF, "the funding collaborative," or "the collaborative") is a philanthropic collaborative formed in 2015 to support the engagement of New York City's low-wealth, low-income communities in the planning processes that shape their neighborhoods and their futures. NFF has placed particular emphasis in its grantmaking on the rezonings through which the de Blasio Administration has, in part, sought to implement its ambitious affordable housing plan, *Housing New York*.

To this end, NFF has supported the work of ten community based organizations (CBOs) with deep history in nine neighborhoods across New York City. In addition, NFF funded a separate set of five organizations that served as Technical Assistance providers (TAs) in support of the CBOs; a multi-year series of coverage by the online publication City Limits; and additional policy development work in support of NFF goals. All together, NFF has provided $3.25 million in direct grants to 16 organizations from 2015-2017.

NFF is comprised of nine members, ranging from locally-focused foundations, to the philanthropic arms of financial institutions, to large national and international foundations whose issue areas include social, economic, and racial justice in New York City. As a philanthropic collaborative, members participate in grantmaking decisions under an agreement with the New York Foundation, which serves as NFF's fiscal agent.

NFF engaged Forsyth Street to assess the impact of its work — and offer recommendations that the collaborative might consider going forward. The purpose of this evaluation of NFF and its grantees was two-fold:

1. Assess the extent to which the resourcing offered by NFF contributed to meaningful community participation in and impact on rezonings taking place across the city, with a focus on three key neighborhoods (East New York, East Harlem, and Jerome Avenue).
2. Determine to what extent a coordinated funding strategy with local focus resulted in changing the citywide narrative around rezoning and community-based planning, as well as impacts on broader housing and planning policy.

Through a series of focus groups, one-on-one interviews, media review and analysis of relevant documentation from city government, Forsyth Street assessed the extent to which NFF has met its intended goals in the past three funding cycles.

## CONTEXT

NFF was established early in the de Blasio Administration, responding to the release of *Housing New York* and plans to rezone up to fifteen neighborhoods, the first of which was East New York. Rhetoric from the Mayor, Administration officials and City Council Members suggested to many stakeholders that there was real opportunity to advance community-defined goals through inclusive planning processes. At the same time, in many of the neighborhoods planned for rezoning, local CBOs feared that enabling larger development would attract speculation and higher-income residents that would, in turn, lead to the displacement of existing low-income residents.

THIS City OF NY initiate

NFF sought to connect these threats and opportunities by funding CBOs and TA groups to engage at the grassroots level in these planning processes. It was expected that this funding would amplify the voice of

*President Gale Brewer, and Manhattan Community Board 11. Portions of this process were co-facilitated by the Hester Street Collaborative, and supported by other TA grantees in a variety of ways.*

**NFF's funding helped build momentum for the adoption of new, citywide anti-displacement policies.** While NFF grantees were only part of a chorus on these issues, numerous anti-displacement policies were adopted during NFF's first three years. This often occurred under pressure from allies in the City Council and other elected officials, and against the backdrop of local coalition demands in rezoning areas. This included:

- *An Accessory Dwelling Units (ADU) pilot program aimed at East New York;*
- *Modifications to Mandatory Inclusionary Housing (MIH) to enable a deep affordability option passed in conjunction with the East New York rezoning;*
- *New laws establishing a right to counsel in Housing Court, a Certificate of No Harassment to prevent evictions, and a tracking system for commitments made in rezonings; and,*
- *New term sheets from the NYC Department of Housing Preservation and Development (HPD) emphasizing deep affordability and a new program to establish Community Land Trusts.*

Even with these wins, NFF's work encountered factors that limited the gains that low-wealth, low-income communities achieved:

**There are limits and tensions inherent in progressive CBOs building local coalitions to leverage wins within rezoning processes.** Zoning *per se* is a limited policy tool. Rezoning processes are constrained in turn by the Uniform Land Use Review Process (ULURP), operating under the tight control of the NYC Department of City Planning (DCP). DCP has resisted using zoning to implement broader anti-displacement policy change. Further, the alliances that progressive CBOs can build are both limited by the local political context (e.g. Is the local Council Member an ally or a stranger?) and by the CBO's existing relationships, leadership, and base (e.g. Does the CBO have trusted partners outside of the organizing sector? Allies on the Community Board? Is the CBO able to engage other local power bases, such as labor or faith-based communities?).

**Participatory planning processes have unique dynamics that often present novel challenges.** Even those processes with the explicit backing of elected officials, such as the East Harlem Neighborhood Plan, had limited ability to constrain the Administration's potential courses of action. It required significant, repeated pressure by the Speaker and Borough President to obtain even limited Administration commitments to incorporate the vision of the plan within the official rezoning. At the same time, Community Voices Heard, which (as noted above) had worked in partnership to assemble the consensus represented by the plan, faced hard choices as the power dynamics of the rezoning and the will of their membership base shifted. Despite challenging dynamics during the rezoning, the East Harlem Neighborhood Plan remains a touchstone for criticism of the rezoning that was ultimately enacted as not being fully in the spirit of the Plan.

**Long-term needs and capacities of funded CBOs are an open question.** Many CBOs noted that while NFF support had enabled them to engage deeply and meaningfully in organizing around key demands in rezoning, the implementation phase brought new challenges. In the absence of a timed ULURP clock, organizing resources remained more critical than ever to hold the Administration accountable for commitments. Further, organizing-focused groups may be less able to maintain a long-term focus on implementation and accountability, than hybrid organizing/service-delivery organizations like Cypress Hills LDC. While TA providers may be helpful in confronting these demands, these organizations themselves are stretched as the number of communities in which they are active continue to multiply.

## SUMMARY OF RECOMMENDATIONS

The following recommendations are a menu of options that NFF could consider as additions to the range of strategies that it supports. These options are not necessarily mutually exclusive or required to be implemented together. NFF will need to consider how to balance the need to support ongoing and new rezoning-focused work with the opportunities that these alternatives may present.

### 1. TRANSCEND LIMITATIONS OF ORGANIZING AROUND REZONINGS

**Consider options for alternative leverage points.**

Rezonings are limited in their scope by design. In order to achieve the long-term goals that prioritized by NFF, the collaborative might also consider a set of alternative geographic lenses for creating leverage for CBO grantee-led coalitions.

- **NextGen NYCHA.** NextGen was launched with the intention to incorporate resident input into the planning process. The level of attention, agency buy-in, and resourcing that is being put towards NextGen offers an important opportunity to ensure that preservation of New York's most affordable housing stock is informed by the needs of tenants and addresses the parallel needs of the communities surrounding NYCHA.
- **Infrastructure Investments.** Infrastructure proposals such as the Brooklyn-Queens Connector (BQX) offer another important moment to create leverage for anti-displacement policies and other allied community-driven planning goals.
- **Investment-Led/Anti-Displacement Neighborhood Plans.** The Brownsville Neighborhood Plan, an effort led by HPD, offers a model of what is possible in an investment-led plan that puts community engagement at the center of a process.

**Consider alternative modalities for power building.** N

In order to avoid some of the external headwinds and inherent challenges of relying on leverage points, NFF may consider other modalities for power building. It should be noted that among these options, some would be implemented by NFF grantees, while others would be implemented by NFF as a collaborative (potentially including grantees).

- **Strengthening CBOs as Agency Partners.** Building on NFF successes with funding a partnership approach in the Certificate of No Harassment working group, NFF could use its resources to support CBO grantees who are seeking to enlist the cooperation of city agencies. For example, NFF could support a CBO grantee seeking to leverage a strong relationship with an elected official, who could in turn persuade HPD to work collaboratively in formulating an anti-displacement/preservation plan.
- **Claiming a Role.** Instead of seeking entry into potentially-rigid agency decision-making processes, CBOs can opt to take a more proactive approach by seeding planning processes on their own and asking Agencies to join them.
- **Litigation.** Beyond the legal support already offered by the Urban Justice Center (UJC), a more direct CBO-led litigation strategy may be an approach that NFF and its grantees consider to help bring grantees to the center of the policy conversation.
- **Community Board Participation:** Given the charter-mandated role that community boards play in rezoning processes, CBOs could invest in building a pipeline for leaders in their organizations to seek appointments to local community boards.

## 2. OFFER ADDITIONAL RESOURCES TO SUPPORT CBOS

There is a suite of unmet technical assistance needs that CBOs could benefit from — in addition to the support they already receive.

- **Communications.** This can include traditional press, digital strategy, public relations and narrative building.
- **Legal support.** Since litigation informed by local organizing can be a powerful strategy, NFF grantees might consider anti-displacement litigation support aimed at bad actors and/or broader policy-focused litigation.
- **Political strategy.** A dedicated convener, strategist, or political consultant could be of service to help target NFF grantees' work.
- **Strategic planning.** Technical assistance providers took it upon themselves to have a moment to plan together in the summer of 2017. Regular moments of pause to align on a vision forward and a set of strategies to achieve that vision in the short term could be an invaluable asset to NFF grantees and funders.

## 3. PUT CITYWIDE ISSUES IN THEIR PLACE

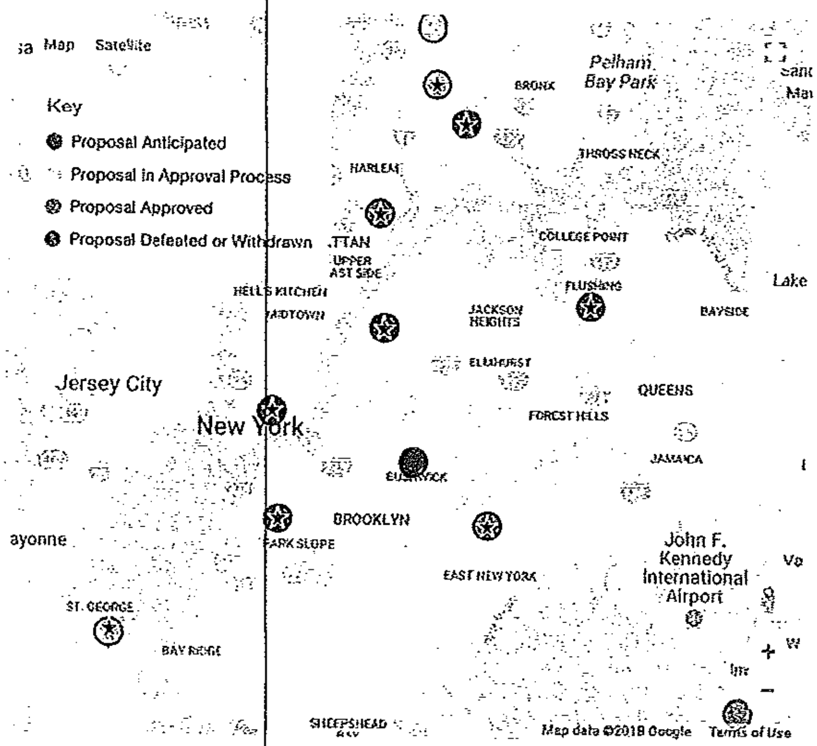
Given near-universal acknowledgement of the challenge of changing citywide policies to advance anti-displacement goals using locally-focused coalitions, NFF should contemplate adopting strategies to help CBO grantees keep citywide policy issues in their appropriate lane. They are not necessarily mutually exclusive or required to be implemented together. The power of NFF is partially based in its unique focus on funding high-impact, locally-focused campaigns and supporting community-based advocacy planning. These traits should not be sacrificed for the strategies outlined here.

- **Support CBO participation in citywide work.** NFF might consider offering formal support to CBO grantees to participate explicitly in citywide work either separately from their locally-focused work, or as part of the "implementation" stage post-rezoning.
- **Support Citywide Coalitions.** NFF funders could consider explicit support for a broad-based coalition to align on and advance a citywide anti-displacement platform with a prominent place for CBO grantees. Housing First! offers a template for a wide-reaching "lift campaign" that could help spur the adoption of a broad anti-displacement program (developed in concert with the citywide TA grantees) for which various local coalitions have indicated a need. While this would represent a departure from the current NFF model, it is only recommended as an addition to (and not a replacement for) the core set of NFF funding goals focused on local power building coalitions. Indeed, several NFF funders now independently support citywide campaigns, so there may be opportunities for funding to be aligned, pooled, or both.

## APPENDIX B: NEIGHBORHOODS FIRST FUND GRANT AMOUNTS AND LOCATIONS

★ Neighborhoods where NFF funds CBOs

Base map from City Limits ZoneIn
Rezoning status as of January 2018




- Bay Street
- Bushwick
- Chinatown
- Downtown Far Rockaway
- East Harlem
- East New York
- Flushing West
- Gowanus
- Inwood
- Jerome Avenue
- Long Island City
- Southern Boulevard

| Neighborhoods First Fund Grants to date | 2015 | 2016 | 2017 | Total |
|---|---|---|---|---|
| **Grants to Community Based Organizations / Neighborhoods** | | | | |
| Cypress Hills Local Development Corporation / East New York | 120,000 | 100,000 | 75,000 | 295,000 |
| Community Action for Safe Apartments / Jerome Avenue | 120,000 | 100,000 | 75,000 | 295,000 |
| Community Voices Heard / East Harlem | 120,000 | 100,000 | 75,000 | 295,000 |
| Fifth Avenue Committee / Gowanus | - | 100,000 | 100,000 | 200,000 |
| Make the Road Stapleton | - | 100,000 | 100,000 | 200,000 |
| MinKwon Center / Flushing | - | 25,000 | - | 25,000 |
| Faith in New York / Long Island City | - | - | 100,000 | 100,000 |
| CAAAV Organizing Asian Communities / Chinatown | - | - | 100,000 | 100,000 |
| Good Old Lower East Side / NextGen NYCHA | - | - | 75,000 | 75,000 |
| Banana Kelly / Southern Boulevard | - | - | 75,000 | 75,000 |
| **Total CBO Grants** | 360,000 | 525,000 | 775,000 | 1,660,000 |
| **Grants to Technical Assistance providers** | | | | |
| Association for Neighborhood and Housing Development | 89,000 | 100,000 | 105,000 | 294,000 |
| Center for Urban Pedagogy | 89,000 | 80,000 | 80,000 | 249,000 |
| Hester Street Collaborative | 109,000 | 170,000 | 95,000 | 374,000 |
| Pratt Center for Community Development | 99,000 | 110,000 | 110,000 | 319,000 |
| Urban Justice Center Community Development Project | 89,000 | 105,000 | 110,000 | 304,000 |
| **Total Technical Assistance Grants** | 475,000 | 565,000 | 500,000 | 1,540,000 |
| City Limits | - | 25,000 | 25,000 | 50,000 |
| **Total Grants** | 835,000 | 1,115,000 | 1,300,000 | 3,250,000 |

# Attachment 3

Memo date: 8/9/18

Reference: 2 Montgomery Street, Dutch Reform Church and City Club redevelopment and the Alembic Community Development proposal

Subject: CODE OF ETHICS of the CITY of NEWBURGH (6 pages) and
CONFLICT OF INTEREST OF MUNICIPAL OFFICERS of NY (1 page)
These are specific laws governing conflict of interest issues of the City and State

Reference: **CONFLICT OF INTEREST** of
Newburgh City Councilwoman Karen Mejia
as a result of her husband's financial involvement with various parties involved with the redevelopment resolution of August 14, 2017.

Memo by: Drew Kartiganer

ATTACHMENT #3

The City of Newburgh Ethics code specifically states:

*"34-3/ Applicability/ A: No municipal officer or employee shall use his or her municipal position or official powers and duties to secure a financial or material benefit* ***for himself for herself, a relative or any private organization in which he or she is deemed to have an interest.*** *"*

This attachment also provides a full copy the **Code of Ethics of the City of Newburgh** (6 pages) and a copy of the **New York State municipal law as it relates to Conflicts of interest** (1 Page) of municipal officers and employees. These codes and laws are relevant to this complaint with specific paragraphs listed below. These laws are also marked as reference and marked on the attachment as follows:

a. **The Code of Ethics of the City of Newburgh are attached (6 pages).**
Specific relevant sections of this Code of Ethics include the following:

**34.4-1: Disclosure of interest in legislation and other matters**
paragraphs A & B.... have specific relevance

**34-4.2: Recusal an abstention**
paragraph A.... is specifically relevant

b. **New York State General Municipal law, Sections 800-809;**
**Conflicts of interest of municipal Officers and Employees**

specific relevant section of this State Law include the following:

**SS 800.** **Definitions/**

**SS 801.** **Conflict of interest prohibited**

**SS 803.** **Disclosure of interest**

**SS 805-a** **Certain Actions prohibited**

**SS 809.** **Disclosure in certain applications**

**CONCLUSIONS:**

There are a number of specific components of both the City and State Conflict of interest laws that could apply directly to the issues of Councilwoman Mejia and her spouse. It is worth noting that there are 8 separate instances that the City Conflict defines that the spouse is subject to these restrictions and cannot be treated separately from the official.

For the most part, the code speaks for itself. I believe, given the prior involvement of Councilwoman Mejia's husband with Alembic and Hester Street Collaborative, she should have recused herself from any and all discussion of this development.

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Conflict of interest law and documentation. 2018. 08 08 18
Saved in: my docs/ politics 20117 18. 2 Montgomery Street.
Saved on: dak dell dt15

## The Code of Ethics of the City of Newburgh are attached (6 pages).

Specific relevant sections of this Code of Ethics include the following:

**34.4-1: Disclosure of interest in legislation and other matters**

paragraphs A & B.... have specific relevance

**34-4.2: Recusal an abstention**

paragraph A.... is specifically relevant

**34-4.9: Interest in contacts**

paragraphs A & B.... have specific relevance in this case.

**34-7: Enforcement**

its relevance to this issue is referenced

Chapter 34: Ethics, Code of

# Article I: Code of Ethics of the City of Newburgh

[Added 9-14-2015 by L.L. No. 3-2015[1]]

[1] *Editor's Note: This ordinance also repealed former Art. I, General Provisions, as amended.*

## § 34-1 Purpose.

Officers and employees of the City of Newburgh hold their positions to serve and benefit the public, and not for obtaining unwarranted personal or private gain in the exercise and performance of their official powers and duties. The City of Newburgh recognizes that, in furtherance of this fundamental principle, there is a need for clear and reasonable standards of ethical conduct. This Code of Ethics establishes those standards.

## § 34-2 Definitions.

For purposes of this chapter, the following words and phrases shall have the meanings described in this section:

**BOARD**
The governing board of a municipality and any municipal administrative board (e.g., planning board, zoning or board of appeals), commission, or other agency or body comprised of two or more municipal officers or employees.

**CODE**
This Code of Ethics.

**INTEREST**
A direct or indirect financial or material benefit, but does not include any benefit arising from the provision or receipt of any services generally available to the residents or taxpayers of the municipality or an area of the municipality, or a lawful class of such residents or taxpayers. A municipal officer or employee is deemed to have an interest in any private organization when he or she, his or her spouse, or a member of his or her household is an owner, partner, member, director, officer, employee, or directly or indirectly owns or controls more than 5% of the organization's outstanding stock.

**MUNICIPALITY**
City of Newburgh. The word "municipal" refers to the municipality.

**MUNICIPAL OFFICER OR EMPLOYEE**
A paid or unpaid officer or employee of the City of Newburgh, including, but not limited to, the members of any municipal board.

**RELATIVE** 1
A spouse, parent, step-parent, sibling, step-sibling, sibling's spouse, child, step-child, uncle, aunt, nephew, niece, first cousin, or household member of a municipal officer or employee, and individuals having any of these relationships to the spouse of the officer or employee.

## § 34-3 Applicability.

This Code of Ethics applies to the officers and employees of the City of Newburgh, and shall supersede any prior municipal Code of Ethics. The provisions of this Code of Ethics shall apply in addition to all applicable state and local laws relating to conflicts of interest and ethics, including, but not limited to, Article 18 of the General Municipal Law and all rules, regulations, policies and procedures of the City of Newburgh.

## § 34-4 Prohibition on use of municipal position for personal or private gain.

A. No municipal officer or employee shall use his or her municipal position or official powers and duties to secure a financial or material benefit for himself or herself, a relative, or any private organization in which he or she is deemed to have an interest. 2

B. No municipal officer or employee shall direct or cause any officer or employee of the City to do or perform any service or work outside of public work or employment, or accept any such service or work, nor shall any such officer or employee offer to perform any such service or work for such officer or employee, including participation in an election campaign or contribution to a political committee.

C. No municipal officer or employee shall request of members of City Council, City staff or department heads that any individual receive preferential consideration in connection with provision of services or any appointment or, by his or her conduct, give reasonable basis for the impression that any person can improperly influence him or her or unduly enjoy his or her favor in the performance of his or her official duties, or that he or she is affected by kinship, rank, position or influence of any party or person. 4

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## § 34-4.1 Disclosure of interest in legislation and other matters.

A. Whenever a matter requiring the exercise of discretion comes before a municipal officer or employee, either individually or as a member of a board, and disposition of the matter could result in a direct or indirect financial or material benefit to himself or herself, a relative, or any private organization in which he or she is deemed to have an interest, the municipal officer or employee shall disclose in writing the nature of the interest.

B. The disclosure shall be made when the matter requiring disclosure first comes before the municipal officer or employee, or when the municipal officer or employee first acquires knowledge of the interest requiring disclosure, whichever is earlier.

C. In the case of a person serving in an elective office, the disclosure shall be filed with the governing board of the municipality. In all other cases, the disclosure shall be filed with the person's supervisor, or, if the person does not have a supervisor, the disclosure shall be filed with the municipal officer, employee or board having the power to appoint to the person's position. In addition, in the case of a person serving on a municipal board, a copy of the disclosure shall be filed with the board. Any disclosure made to a board shall be made publicly at a meeting of the board and must be included in the minutes of the meeting.

## § 34-4.2 Recusal and abstention.

A. No municipal officer or employee may participate in any decision or take any official action with respect to any matter requiring the exercise of discretion, including discussing the matter and voting on it, when he or she knows or has reason to know that the action could confer a direct or indirect financial or material benefit on himself or herself, a relative, or any private organization in which he or she is deemed to have an interest.

B. In the event that this section prohibits a municipal officer or employee from exercising or performing a power or duty:

(1) If the power or duty is vested in a municipal officer as a member of a board, then the power or duty shall be exercised or performed by the other members of the board; or

(2) If the power or duty is vested in a municipal officer individually, then the power or duty shall be exercised or performed by his or her deputy, or, if the officer does not have a deputy, the power or duty shall be performed by another person to whom the officer may lawfully delegate the function.

(3) If the power or duty is vested in a municipal employee, he or she must refer the matter to his or her immediate supervisor, and the immediate supervisor shall designate another person to exercise or perform the power or duty.

## § 34-4.3 Prohibition inapplicable; disclosure, recusal and abstention not required.

A. This code's prohibition on use of a municipal position (§ 34-4), disclosure requirements (§ 34-4.1), and requirements relating to recusal and abstention (§ 34-4.2), shall not apply with respect to the following matters:

(1) Adoption of the municipality's annual budget;

(2) Any matter requiring the exercise of discretion that directly affects any of the following groups of people or a lawful class of such groups:

(a) All municipal officers or employees;

(b) All residents or taxpayers of the municipality or an area of the municipality; or

(c) The general public; or

(3) Any matter that does not require the exercise of discretion.

B. Recusal and abstention shall not be required with respect to any matter which:

(1) Comes before a board when a majority of the board's total membership would otherwise be prohibited from acting by § 34-4.2 of this code;

(2) Comes before a municipal officer when the officer would be prohibited from acting by § 34-4.2 of this code and the matter cannot be lawfully delegated to another person.

## § 34-4.4 Investments in conflict with official duties.

A. No municipal officer or employee may acquire the following investments:

(1) Investments that can be reasonably expected to require more than sporadic recusal and abstention under § 34-4.2 of this code; or

(2) Investments that would otherwise impair the person's independence of judgment in the exercise or performance of his or her official powers and duties.

B. This section does not prohibit a municipal officer or employee from acquiring any other investments or the following assets:

(1) Real property located within the municipality and used as his or her personal residence;

(2) Less than 5% of the stock of a publicly traded corporation; or

(3) Bonds or notes issued by the municipality and acquired more than one year after the date on which the bonds or notes were originally issued.

## § 34-4.5 Private employment in conflict with official duties.

No municipal officer or employee, during his or her tenure as a municipal officer or employee, may engage in any private employment, including the rendition of any business, commercial, professional or other types of services, when the employment:

A. Can be reasonably expected to require more than sporadic recusal and abstention pursuant to § 34-4.2 of this code;

B. Can be reasonably expected to require disclosure or use of confidential information gained by reason of serving as a municipal officer or employee;

C. Violates Section 805-a(1)(c) or (d) of the General Municipal Law; or

D. Requires representation of a person or organization other than the municipality in connection with litigation, negotiations or any other matter to which the municipality is a party.

## § 34-4.6 Future employment.

A. No municipal officer or employee may ask for, pursue or accept a private post-government employment opportunity with any person or organization that has a matter requiring the exercise of discretion pending before the municipal officer or employee, either individually or as a member of a board, while the matter is pending or within the 30 days following final disposition of the matter.

B. No municipal officer or employee, for the two-year period after serving as a municipal officer or employee, may represent or render services to a private person or organization in connection with any matter involving the exercise of discretion before the municipal office, board, department or comparable organizational unit for which he or she serves.

C. No municipal officer or employee, at any time after serving as a municipal officer or employee, may represent or render services to a private person or organization in connection with any particular transaction in which he or she personally and substantially participated while serving as a municipal officer or employee.

## § 34-4.7 Personal representations and claims permitted.

This code shall not be construed as prohibiting a municipal officer or employee from:

A. Representing himself or herself, or his or her spouse or minor children before the municipality; or

B. Asserting a claim against the municipality on his or her own behalf, or on behalf of his or her spouse or minor children.

## § 34-4.8 Use of municipal resources.

A. Municipal resources shall be used for lawful municipal purposes. Municipal resources include, but are not limited to, municipal personnel, and the municipality's money, vehicles, equipment, materials, supplies or other property.

B. No municipal officer or employee may use or permit the use of municipal resources for personal or private purposes, but this provision shall not be construed as prohibiting:

(1) Any use of municipal resources authorized by law or municipal policy;

(2) The use of municipal resources for personal or private purposes when provided to a municipal officer or employee as part of his or her compensation; or

(3) The occasional and incidental use during the business day of municipal telephones and computers for necessary personal matters such as family care and changes in work schedule.

C. No municipal officer or employee shall cause the municipality to spend more than is reasonably necessary for transportation, meals or lodging in connection with official travel.

## § 34-4.9 Interests in contracts.

Conflict of Interest Defined

A. No municipal officer or employee may have an interest in a contract that is prohibited by Section 801 of the General Municipal Law.

B. Every municipal officer and employee shall disclose interests in contracts with the municipality at the time and in the manner required by Section 803 of the General Municipal Law.

Disclosure

## § 34-4.10 Nepotism.

Except as otherwise required by law:

A. No municipal officer or employee, either individually or as a member of a board, may participate in any decision specifically to appoint, hire, promote, discipline or discharge a relative for any position at, for or within the municipality or a municipal board.

B. No municipal officer or employee may supervise a relative in the performance of the relative's official powers or duties.

## § 34-4.11 Political solicitations.

A. No municipal officer or employee shall directly or indirectly compel or induce a subordinate municipal officer or employee to make, or promise to make, any political contribution, whether by gift of money, service or other thing of value.

B. No municipal officer or employee may act or decline to act in relation to appointing, hiring or promoting, discharging, disciplining, or in any manner changing the official rank, status or compensation of any municipal officer or employee, or an applicant for a position as a municipal officer or employee, on the basis of the giving or withholding or neglecting to make any contribution of money or service or any other valuable thing for any political purpose.

## § 34-4.12 Confidential information.

No municipal officer or employee who acquires confidential information in the course of exercising or performing his or her official powers or duties may disclose or use such information unless the disclosure or use is required by law or in the course of exercising or performing his or her official powers and duties.

## § 34-4.13 Gifts.

A. No municipal officer or employee shall directly or indirectly solicit any gift, or accept or receive any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could be reasonably inferred that the gift was intended to influence him or her, or could reasonably be expected to influence him or her, in the performance of his or her official duties or was intended as a reward for any official action on his or her part.

(1) A gift to a municipal officer or employee is presumed to be intended to influence the exercise or performance of his or her official powers or duties when the gift is from a private person or organization that seeks municipal action involving the exercise of discretion by or with the participation of the officer or employee.

(2) A gift to a municipal officer or employee is presumed to be intended as a reward for official action when the gift is from a private person or organization that has obtained municipal action involving the exercise of discretion by or with the participation of the officer or employee during the preceding 12 months.

B. This section does not prohibit any other gift, including:

(1) Gifts made to the municipality;

(2) Gifts from a person with a family or personal relationship with the officer or employee when the circumstances make it clear that the personal relationship, rather than the recipient's status as a municipal officer or employee, is the primary motivating factor for the gift;

(3) Gifts given on special occasions, such as marriage, illness, or retirement, which are modest, reasonable and customary;

(4) Unsolicited advertising or promotional material of little intrinsic value, such as pens, pencils, note pads, and calendars;

(5) Awards and plaques having a value of $75 or less which are publicly presented in recognition of service as a municipal officer or employee, or other service to the community; or

(6) Meals and refreshments provided when a municipal officer or employee is a speaker or participant at a job-related professional or educational conference or program and the meals and refreshments are made available to all participants.

## § 34-5 Board of Ethics.

A. There is hereby established a Board of Ethics for the municipality. The Board of Ethics shall consist of five members, a majority of whom shall not be officers or employees of the municipality, but at least one of whom must be a municipal officer or employee. The members of such Board of Ethics shall be appointed by the City Council of the City of Newburgh.

B. The Board of Ethics, as constituted at the time of the enactment of this chapter, shall continue in existence. The term of office of each member shall be five years, and the term shall continue until a successor shall be appointed. If a vacancy shall occur other than by expiration of the term, it shall be filled in the same manner as the predecessor appointment to complete the unexpired term.

C. A chairperson of the Board of Ethics shall be selected by a majority vote of the members of the Board of Ethics.

D. The Board of Ethics shall serve at the pleasure of the City Council. The body shall receive no salary or compensation for their services as members of the Board of Ethics.

E. No member shall hold the office of Chair, First Vice Chair, Second Vice Chair, Secretary or Treasurer, or Sergeant at Arms in a federal, state or Orange County political party. No more than four members shall be of the same enrolled political party affiliation at the time of their appointment.

F. Powers and duties of the Board of Ethics. The Board of Ethics shall have the following powers and duties:

(1) The Board of Ethics shall render advisory opinions to the officers and employees of the City of Newburgh with respect to Article 18 of the General Municipal Law and this code. Such advisory opinions must be rendered pursuant to the written request of any member of the general public, any officer or employee of the City of Newburgh or any member of the Board of Ethics in accordance with the following procedures:

(a) The complaint must be submitted on a form as prescribed by the Board of Ethics which shall be available at the office of the City Clerk and on the City of Newburgh website. The Board of Ethics shall not consider any complaint form which is incomplete;

(b) The complaint must be signed by the complainant and include a current, valid address of the complainant;

(c) The complaint shall be mailed to the Board of Ethics or to Newburgh City Hall, or submitted to the office of the City Clerk, for filing with the Board of Ethics;

(d) Written receipt of complaints shall be acknowledged within 60 days of receipt of the complaint;

(e) All complaints shall be kept in the confidential records of the Board of Ethics;

(f) No meeting or proceeding or hearing of the Board of Ethics concerning a possible violation of this chapter shall be open to the public, except upon the written request of the officer of the City or employee, or as required by the provisions of Article 7 of the Public Officers Law or by some other state or federal law or regulation;

(g) The Board of Ethics shall render an advisory opinion on all complaints;

(h) Should the Board of Ethics determine there appears to be merit or probable cause in the complaint, it shall send a written invitation to the officer or employee in question to appear at a private meeting of the board to explain the issue in dispute. The invitation shall contain a statement of the facts upon which the Board of Ethics has relied for its determination of probable cause and a statement of the provisions of law allegedly violated. Such City officer or employee shall have a reasonable time to respond either orally or in writing and shall have the right to be represented by counsel or any other person;

(i) If, after consideration of the response of the officer or employee, the Board of Ethics determines that there remains probable cause to believe that a violation has occurred, the Board of Ethics shall hold or direct a hearing to be held on the record to determine whether such violation has occurred or refer the matter to the appropriate department or appointing authority if the City officer or employee is subject to the jurisdiction of any state law or collective bargaining agreement which provides for conduct of disciplinary proceedings. When such matter is referred to such department or appointing authority, the department or appointing authority shall consult with the board before issuing a final decision;

(j) If the Board of Ethics determines, after a hearing or the opportunity for a hearing, that a City officer or employee has violated this article, it shall, after consultation with the head of the department or appointing authority for the officer or employee, issue an advisory opinion recommending such penalties as provided for by this article as it deems appropriate to the head of the department or appointing authority. The advisory opinion shall include findings of fact and conclusions of law. When a penalty is recommended, the head of the department or the appointing authority shall report to the Board of Ethics what action was taken;

(k) The findings, conclusions, advisory opinions and recommendations of the Board of Ethics shall be made public if it is determined that the person who was the subject of the hearing knowingly violated this article or that it is unreasonable that such person did not know of such violation;

(l) The Board of Ethics shall maintain an index of all persons found to be in violation of this article by name, office and date of order. The index and the determination of probable cause and orders in such cases shall be made available for public inspection and copying;

(m) Nothing contained in this section shall prohibit the appointing authority of a City officer or employee from terminating or otherwise disciplining such City officer or employee, where such appointing authority is otherwise authorized to do so; provided, however, that such an action by the appointing officer shall not preclude the board from exercising its powers and duties under this article with respect to actions of any City officer or employee.

(2) The Board of Ethics shall have the advice of legal counsel employed by the board or, if none, the municipality's legal counsel.

(3) The Board of Ethics may make recommendations with respect to the drafting and adoption of a Code of Ethics, or amendments thereto, upon the request of the City of Newburgh.

(4) The Board of Ethics may accept from the general public or any of its own members or any City officer or employee a complaint or allegation of a violation of this chapter by a City officer or employee.

(5) The Board of Ethics shall have the power to issue subpoenas and require the appearances of witnesses to testify under oath and to require the production of books and records and other physical evidence; and following which and as part thereof, make recommendations to the City Council, City Manager, Corporation Counsel and/or other appropriate public officer or agency as to such further action, discipline or other measures as the board deems fitting and proper.

(6) The Board of Ethics shall receive and serve as the reviewing agency of all annual letters of disclosure filed by such City officers, officials and employees as are required to do so by this chapter. Following the review of such and any further action or investigation arising therefrom, the Board of Ethics shall then convey all such original annual letters of disclosure to the City Clerk whose office shall be the official repository thereof.

(7) The Board of Ethics shall receive and approve for good cause shown or reasonably deny any application for an extension of time to file the annual letter of disclosure required by this chapter. Such approval or denial shall be based upon a full and fair consideration of the application and the relevant facts and circumstances. The Board of Ethics shall provide such applicant with the written decision of the Board of Ethics and the basis thereof.

## § 34-6 Posting and distribution.

A. The City of Newburgh City Manager must promptly cause a copy of this code, and a copy of any amendment to this code, to be posted publicly and conspicuously in each building under the municipality's control. The code must be posted within 10 days following the date on which the code takes effect. An amendment to the code must be posted within 10 days following the date on which the amendment takes effect.

B. The City Manager must promptly cause a copy of this code, including any amendments to the code, to be distributed to every person who is or becomes an officer and employee of the City of Newburgh.

C. Every municipal officer or employee who receives a copy of this code or an amendment to the code must acknowledge such receipt in writing. Such acknowledgments must be filed with the City Clerk who must maintain such acknowledgments as a public record.

D. The failure to post this code or an amendment to the code does not affect either the applicability or enforceability of the code or the amendment. The failure of a municipal officer or employee to receive a copy of this Code of Ethics or an amendment to the code, or to acknowledge receipt thereof in writing, does not affect either the applicability or enforceability of the code or amendment to the code.

## § 34-7 Enforcement.

Any municipal officer or employee who violates this code may be censured, fined, suspended or removed from office or employment in the manner provided by law.

## § 34-8 Severability.

If any clause, sentence, paragraph, section or part of this article shall be adjudged by any court of competent jurisdiction to be invalid or otherwise unenforceable, such judgment shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

## § 34-9 through § 34-10. (Reserved)

# New York State General Municipal Law, Sections 800–809: Conflicts of Interest of Municipal Officers and Employees (part 2)

**§ 805. Violations.** Any municipal officer or employee who willfully and knowingly violates the foregoing provisions of this article shall be guilty of a misdemeanor.

**§ 805-a. Certain action prohibited.** 1. No municipal officer or employee shall: a. directly or indirectly, solicit any gift, or accept or receive any gift having a value of seventy-five dollars or more, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence him, or could reasonably be expected to influence him, in the performance of his official duties or was intended as a reward for any official action on his part; b. disclose confidential information acquired by him in the course of his official duties or use such information to further his personal interests; c. receive, or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any municipal agency of which he is an officer, member or employee or of any municipal agency over which he has jurisdiction or to which he has the power to appoint any member, officer or employee; or d. receive, or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any agency of his municipality, whereby his compensation is to be dependent or contingent upon any action by such agency with respect to such matter, provided that this paragraph shall not prohibit the fixing at any time of fees based upon the reasonable value of the services rendered. 2. In addition to any penalty contained in any other provision of law, any person who shall knowingly and intentionally violate this section may be fined, suspended or removed from office or employment in the manner provided by law.

**§ 805-b. Solemnization of marriages.** Notwithstanding any statute, law or rule to the contrary, no public officer listed in section eleven of the domestic relations law shall be prohibited from accepting any fee or compensation having a value of one hundred dollars or less, whether in the form of money, property, services or entertainment, for the solemnization of a marriage by such public officer at a time and place other than the public officer's normal public place of business, during normal hours of business. For the purpose of this section, a town or village judge's normal hours of business shall mean those hours only which are officially scheduled by the court for the performing of the judicial function.

**§ 806. Code of ethics.** 1. (a) The governing body of each county, city, town, village, school district and fire district shall and the governing body of any other municipality may by local law, ordinance or resolution adopt a code of ethics setting forth for the guidance of its officers and employees the standards of conduct reasonably expected of them. Notwithstanding any other provision of this article to the contrary, a fire district code of ethics shall also apply to the volunteer members of the fire district fire department. Codes of ethics shall provide standards for officers and employees with respect to disclosure of interest in legislation before the local governing body, holding of investments in conflict with official duties, private employment in conflict with official duties, future employment and such other standards relating to the conduct of officers and employees as may be deemed advisable. Such codes may regulate or prescribe conduct which is not expressly prohibited by this article but may not authorize conduct otherwise prohibited. Such codes may provide for the prohibition of conduct or disclosure of information and the classification of employees or officers. (b) Effective on and after January first, nineteen hundred ninety-one, such codes of political subdivisions, as defined in section eight hundred ten of this article, may contain provisions which require the filing of completed annual statements of financial disclosure with the appropriate body, as defined in section eight hundred ten of this article. Nothing herein shall be construed to restrict any political subdivision or any other municipality from requiring such a filing prior to January first, nineteen hundred ninety-one. Other than as required by subdivision two of section eight hundred eleven of this article, the governing body of any such political subdivision or other municipality may at any time subsequent to the effective date of this paragraph, adopt a local law, ordinance or resolution pursuant to subdivision one of section eight hundred eleven of this article and any such political subdivision or municipality, acting by its governing body, may take such other action as is authorized in such subdivision. Any political subdivision or other municipality to which all of the provisions of section eight hundred twelve of this article apply may elect to remove itself from the ambit of all (but not some) provisions of such section in the manner authorized in subdivision three of such section eight hundred twelve. In such event any such political subdivision or municipality shall be subject to certain conditions and limitations set forth in paragraphs (a), (b) and (c) of such subdivision three which shall include, but not be limited to, the promulgation of a form of an annual statement of financial disclosure described in subdivision one of such section eight hundred eleven. 2. The chief executive officer of a municipality adopting a code of ethics shall cause a copy thereof to be distributed to every officer and employee of his municipality. The fire district commissioners shall cause a copy of the fire district's code of ethics to be posted publicly and conspicuously in each building under such district's control. Failure to distribute any such copy or failure of any officer or employee to receive such copy shall have no effect on the duty of compliance with such code, nor the enforcement of provisions thereof.

**§ 807. Posting of statute.** The chief executive officer of each municipality shall cause a copy of sections eight hundred through eight hundred nine of this article to be kept posted in each public building under the jurisdiction of his or her municipality in a place conspicuous to its officers and employees. Failure to post any such copy shall have no effect on the duty of compliance with this article, nor with the enforcement of the provisions thereof.

**§ 808. Boards of ethics.** 1. The governing body of any county may establish a county board of ethics and appropriate moneys for maintenance and personal services in connection therewith. The members of such board of ethics shall be appointed by such governing body except in the case of a county operating under an optional or alternative form of county government or county charter, in which case the members shall be appointed by the county executive or county manager, as the case may be, subject to confirmation by such governing body. Such board of ethics shall consist of at least three members, a majority of whom shall not be officers or employees of such county or municipalities wholly or partially located in such county and at least one of whom shall be an elected or appointed officer or employee of the county or a municipality located within such county. The members of such board shall receive no salary or compensation for their services as members of such board and shall serve at the pleasure of the appointing authority. 2. The board shall render advisory opinions to officers and employees of municipalities wholly or partly within the county with respect to this article and any code of ethics adopted pursuant hereto. Such advisory opinions shall be rendered pursuant to the written request of any such officer or employee under such rules and regulations as the board may prescribe and shall have the advice of counsel employed by the board, or if none, the county attorney. In addition, it may make recommendations with respect to the drafting and adoption of a code of ethics or amendments thereto upon the request of the governing body of any municipality in the county. 3. The governing body of any municipality other than a county may establish a local board of ethics and, where such governing body is so authorized, appropriate moneys for maintenance and personal services in connection therewith. A local board shall have all the powers and duties of and shall be governed by the same conditions as a county board of ethics, except that it shall act only with respect to officers and employees of the municipality that has established such board or of its agencies. The members of a local board shall be appointed by such person or body as may be designated by the governing body of the municipality to serve at the pleasure of the appointing authority and such board shall consist of at least three members, a majority of whom are not otherwise officers or employees of such municipality. Such board shall include at least one member who is an elected or appointed municipal officer or employee. 4. The county board of ethics shall not act with respect to the officers and employees of any municipality located within such county or agency thereof, where such municipality has established its own board of ethics, except that the local board may at its option refer matters to the county board. 5. A board of ethics of a political subdivision (as defined in section eight hundred ten of this article) and of any other municipality, which is required by local law, ordinance or resolution to be, or which pursuant to legal authority, in practice is, the repository for completed annual statements of financial disclosure shall file a statement with the clerk of its municipality, that it is the authorized repository for completed annual statements of financial disclosure.

**§ 809. Disclosure in certain applications.** 1. Every application, petition or request submitted for a variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, license or permit, pursuant to the provisions of any ordinance, local law, rule or regulation constituting the zoning and planning regulations of a municipality shall state the name, residence and the nature and extent of the interest of any state officer or any officer or employee of such municipality or of a municipality of which such municipality is a part, in the person, partnership or association making such application, petition or request (hereinafter called the applicant) to the extent known to such applicant. 2. For the purpose of this section an officer or employee shall be deemed to have an interest in the applicant when he, his spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them (a) is the applicant, or (b) is an officer, director, partner or employee of the applicant, or (c) legally or beneficially owns or controls stock of a corporate applicant or is a member of a partnership or association applicant, or (d) is a party to an agreement with such an applicant, express or implied, whereby he may receive any payment or other benefit, whether or not for services rendered, dependent or contingent upon the favorable approval of such application, petition or request. 3. In the county of Nassau the provisions of subdivisions one and two of this section shall also apply to a party officer. "Party officer" shall mean any person holding any position or office, whether by election, appointment or otherwise, in any party as defined by subdivision four of section two of the election law. 4. Ownership of less than five per cent of the stock of a corporation whose stock is listed on the New York or American Stock Exchanges shall not constitute an interest for the purposes of this section. 5. A person who knowingly and intentionally violates this section shall be guilty of a misdemeanor.

Presented by:
New York State Office of the State Comptroller
Division of Local Government and School Accountability
and the Division of Legal Services
110 State Street
Albany, New York 12236

Thomas P. DiNapoli State Comptroller

This information is required to be posted in a conspicuous place for the benefit of municipal officers and employees. Questions can be directed to your municipal attorney, or to the State Comptroller's Division of Legal Services at (518) 474-5586.

September 2010

*Submitted by Jay Modi @ Council Mtg. of 8/13/18

August 13, 2018

**TO WHOM IT MAY CONCERN**

It is with a great pleasure and gratitude I would like to take this opportunity to write this letter regarding the wonderful experience I have had with Dr. Chhabra. I came to know Dr. Chhabra through a friend about six years ago when I had a real bad pain due to two of my teeth with cavity. Throughout this six year period, Dr. Chhabra has provided all dental related services in most professional manner. I can't say enough about Dr Chhabra's professionalism, true caring nature and extensive knowledge in dentistry and oral surgery. He has tremendous grasp of knowledge and possesses that intuitive feeling as to what needs to be done in least painful manner.

During my more than dozen visits to Dr. Chhabra, I have talked to some other patients and have learnt how well they are treated and many of them were very happy that Dr. Chhabra was providing this great services in their neighborhood. Also, Dr Chhabra has provided his services to some patients for very little money and with smile. In one instant, I personally witnessed where Dr Chhabra took only $20 for his services. During my last visit, about a week or so ago, Dr Chhabra treated a patient who could not get treatment at the nearby hospital.

His office personnel always act in professional manner, courteous and provide very supportive role to make all patients comfortable and at ease.

It would be hard to envision someone doing and providing better services to local community in Newburgh. In my humble opinion, City of Newburgh is very lucky to have someone like Dr. Chhabra serving this local community. I strongly believe that Dr. Chhabra is a great asset to Newburgh and needs to be rewarded for all his great services.

I would be very happy to give Dr Chhabra my highest recommendation for anyone needing dental care.

Sincerely,

Jay

Jay A. Modi
2 Von Trapp Court
Washingtonville, NY 10992

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

**Councilman Grice stated that he supports any legal recourse that protects our watersheds. He looks forward to hearing the update on the Matrix Report, along with the response time per neighborhood. He encouraged the creation of neighborhood associations. When people come together collectively, the effort becomes more effective. Grice works very closely with Independent Living and a few other organizations, and he plans to speak with DPW's George Garrison about that dangerous intersection, as well as a couple other situations he wants to address during new business discussion.**

**Councilman Jacobson is very happy about the water lawsuit. We should stay hooked up the New York City's water, and Washington Lake should only be used a backup. The minute we return to our own water source, the State and Federal Government are going to say the problem is solved; so we have to continue the way it is. We can't afford to hook up to Washington Lake because it is going to cost us $2 Million per year for the charcoal; hence the reason for the lawsuit. We have to be made whole for current costs and future costs. If anyone believes that the Federal Government is going to help us out of the goodness of its heart, then why haven't they cleaned up Stewart Airport and stopped leaks going into Washington Lake and neighboring aquifers? Second, he commented about the new Dunkin Donuts opening at the intersection of Route 9W and North Street. The traffic on North Street is going to be impacted. Upon leaving the donut shop there are arrows going in both directions. It is going to be hard for people trying to make a left turn back onto Route 9W. This is a big mess waiting to happen.**

**Councilwoman Mejia echoed sentiments in the room, and she is supportive of folks who are standing up for their rights surrounding the water situation. She fully supports any time community groups organize themselves to become organizations. Kudos to the Blacc Vanilla Community Foundation. Mejia is looking forward to the Youth Build grant returning to the City of Newburgh, and all of the opportunities afforded by the grant provides. Mejia discussed the walkability in our city. She stated that some minor improvements were made in the area around Independence Square; but, they do need to be maintained. Mejia discussed the pink papers that were disseminated to the council tonight. As far as any conflict of interest goes, she completes an annual disclosure form, which is kept on file in the City Clerk's Office for public inspection. If we want to talk about conflicts of interest, then we also have to talk about developers who try to block competition around their affordable rental apartments, board members who are employed by developers as either full-time or part-time staffers, tax rates and PILOTS. There is something about this pink sheet of paper that is feeling a bit sexist.**

**Councilwoman Rayford stated that it is a wonderful experience to see and hear from the community. She agrees with the statement that Closed Door Politics does not work. She had the opportunity to visit the Wall that Heals. Perhaps the city could put a monument for our veterans down there permanently, which could help tie into our tourism program. She discussed the walkway at Lake Street. Perhaps we could do a high walk for the people who are wheelchair bound. Rayford stated that we should not post the details of the water lawsuit on the website. Posting information that has been discussed in executive sessions should not be posted for public view. It could end up biting us in the end. She is supportive of Dr. Chhabra being able to keep his business. She has visited and toured the building. She is supportive of the work that the Blacc Vanilla Community Foundation is doing with young people. Rayford requested that the council move this resolution upfront. It is near the end of the agenda, and the owners have small children who need them at home.**

**Councilwoman Sofokles stated that the Lake Street walkway is the worst corner in the City of Newburgh, especially for people with disabilities and the children that go to the recreation center. She stated that Blacc Vanilla has the council's support for all that it is doing in the community. Sofokles respects everybody that has come to speak on Dr. Chhabra's behalf. She does not want to see him lose his building because he does a lot for this community; but, you have to pay your taxes too. This is where it all started.**

**Prior to Mayor Harvey's comments, he wanted to give Assistant Corporation Counsel Jeremy Kaufman an opportunity to speak, in general terms, about the taxes and what it means for a person to be In Rem. He felt that the process should be talked about, and the community should hear the information directly.**

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*MOTION TO DEVIATE FROM THE AGENDA*

**Councilwoman Rayford moved and Councilwoman Sofokles seconded that the council hear comment from Assistant Corporation Counsel Jeremy Kaufman to speak, in general, about the In Rem Tax Foreclosure process.**

*The council unanimously agreed to a shift in the agenda.*

**Kaufman remarked that the process is completely a creature of statute, and it occurs over a long period of time. Without speaking to the specifics of Dr. Chhabra's situation, everyone knows that your taxes become due by the 1st of every year. The city then bills that out accordingly, and if close to the end of the year a person still has not paid their taxes, then those taxes get put onto a delinquent list of taxes. If the taxes continue to be left unpaid, a person then has an opportunity to redeem their taxes, with interest. There comes a point in time, where administratively, a city office can offer an installment payment agreement, which allows a person to pay back the delinquency over a period of time. By the third year of nonpayment, there becomes a strict cut off time in which a person can't come in and pay at all. The only way to pay then is through an act of the city council. The entire process, just by statute, runs anywhere between two and two and a half years. The people who had unpaid 2015 taxes had roughly three years, and a number of different mechanisms, by which they could try to resolve the matter. If people do not avail themselves to all of those opportunities, then lastly a petition is submitted to a court for the City of Newburgh to take custody of the unpaid properties, so that they can be marketed out to others to get them back onto the tax rolls.**

**Mayor Harvey explained that it is important for everyone to hear about the *entire* process before it even got to this point. When people talk about back deal politics, we have to remember that this process is established by law. People have close to three years to pay their property taxes.**

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*Mayor Harvey reverted back to the regular agenda, and concluded with his personal council comments.*

**Mayor Harvey stated he had the opportunity to visit Dr. Chhabra's buildings, and he was very impressed with the work that he had done. Harvey is supportive of Chhabra having another chance; but, people need to fact find and check facts first. This is not a case of Dr. Chhabra simply receiving a letter in May, and now he is being evicted. It has been almost four years since this process began. We talk about ratables, public safety and layoffs in our police and fire departments; but, we can't have it both ways, and Harvey has an entire list of people who have not paid their property taxes. He mentioned his support of the water lawsuit, and he is supportive of the Blacc Vanilla Youth Foundation 150%. The police efforts in the neighborhood have been wonderful. He would like to discuss the matters addressed by Omari Shakur, with Chief Solomon offline at some point.**

**This portion of the meeting was closed.**

CITY MANAGER'S REPORT

Resolution No. 191 -2018 Central Hudson Agreement for additional Street lighting on Walsh's Rd and Dickson St.

**Councilman Jacobson moved and Councilwoman Sofokles seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
*Adopted*

Ordinance No.3 - 2018 Street Sweeping Schedule/Signage Change

**Councilwoman Rayford moved and Councilwoman Sofokles seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
*Adopted*

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*ADDITIONAL ITEM*

**The City Manager interjected his report to bring an additional item of discussion before the council. With respect to Dr. Chhabra's situation, Jeremy Kaufman explained that Dr. Chhabra is effectively in a lease agreement although it is not a written document. There is an impending warrant of eviction against him in the City Court, which is probably why the community has come out to rally support for him tonight. There is only one meeting scheduled in August, and the warrant is currently stayed until the end of August; therefore, at some point during tonight's meeting, Kaufman would like to get a sense of the direction the collective council would like to take on the issue.**

***The council unanimously agreed to discuss Dr. Chhabra's situation in executive session after the meeting.***

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***Resumption of the City Manager's Report followed with Resolution #192-2018***

Resolution No. 192- 2018 Former Consolidated Iron Cleanup Site Groundwater Sampling Proposal with The Chazen Companies

**Councilwoman Rayford moved and Councilwoman Sofokles seconded.**

**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 193 - 2018 Proposal with QUEST for indoor Air Monitoring at 492 Broadway and 22 Grand Street

**Councilman Jacobson remarked that this is long overdue, and it is necessary for the public safety building located downtown, as well as the firehouse located on the upper end.**

**Councilman Jacobson moved and Councilman Grice seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 194 -2018 Liberty & Grand Street Sewer Separation Project Change Orders 1G & 2G with METRA Industries

**Rayford stated that these are huge unforeseen costs. She asked if the timeframe involved only until the project is completed, or could there be more money involved later on?**

**Jason Morris remarked that there may be more expenses involved as we move forward. We won't know until we perform excavations of the area. He pointed out that change orders are brought to the council as soon as he is aware of them so that the order can get on the next meeting. These funds come through a state revolving loan fund, and they are being paid through an existing grant loan program given to the city. He stated that it is a 75% loan, and a 25% grant. He is uncertain of the interest rate.**

**Mayor Harvey stated that he had the opportunity to join Morris, and the DPW and Water Department teams on some of these excavations for the Water and Sewer Separation project. He encouraged his colleagues to see some of the work that is being done. The excavations are mandated by the DEC. It is amazing to see the mechanics of the work being performed.**

**Councilwoman Mejia pointed out that this is part of the contingency budget for this project. When we bid out and approve projects, there is usually a percentage of each project that is set aside and budgeted as contingency that can be used for unforeseen expenses, such as this one. She would like to discuss how the council can increase the contingency line as we move toward budget season.**

**Councilman Grice stated he questioned the expense at first too. He understands that we are a historic city, which means the utility lines are much older. However, once we find those lines, we update our maps, and map out where the lines are located so that we don't run into these types of situations moving forward.**

**Morris extended an invitation to the council to ride along on the camera truck. The truck goes out on a weekly basis discovering sewer lines and evaluating them for deficiencies.**

**Rayford asked Morris, if during any of the digging they have come across any burial grounds.**

**Morris responded in the negative. He stated that if they did encounter something like that, the work would stop completely and they would have to notify the authorities, including the State of New York.**

**Councilman Grice moved and Councilwoman Sofokles seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 195 -2018 Liberty & Grand Street Sewer Separation Project Update and Execution of Proposal with Barton & Loguidice for Additional Construction Phase Services

**Councilwoman Sofokles moved and Councilman Grice seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 196 - 2018 Budget Transfer from Water Contingency - water main investigation

**Councilwoman Rayford moved and Councilwoman Sofokles seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 197 -2018 - Personnel Book Amendment - Water Department

**Councilwoman Sofokles moved and Councilman Grice seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 198 -2018 Amendment to 2018 Budget Resolution 333-2017 - surplus water meter sale

**Councilwoman Rayford moved and Councilman Grice seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 199 - 2018 Amending 2018 Budget for PFOS Litigiation costs

**Councilman Jacobson stated it is important for the public to realize that the money is coming from the water department, in litigation, to help the water department and the entire system. If we are successful, then we will recoup our expenses which makes it possible in federal lawsuits.**

**Mayor Harvey is happy with the work that our water, engineering and D.P.W. teams are doing. They have found hundreds of leaks, and have gone on to fix them. This is why there are some surpluses in the fund balance for the water department, which allows us to transfer funds to fight the litigation. It is important for people to know that these guys**

**continue to work on our infrastructure and underground late at night, well into the early morning hours.**

**Councilman Grice echoed the same sentiments. When you look at the other resolutions that have passed, it is due to the efficiency and forward-thinking of our city departments that enable us to do these things.**

**Councilwoman Rayford moved and Councilman Jacobson seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 200 -2018 to Renew Life Insurance Policies

**Councilwoman Rayford moved and Councilman Grice seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 201- 2018 Ricoh Copiers

**Councilman Grice commended the finance department for doing this. Previously we had copiers from different agencies, and financially it was not prudent. For us to have one agency that we work with gives us a significant savings.**

**Councilwoman Rayford moved and Councilman Grice seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 202 - 2018 Standard Work Day Reporting-Retirement

**Councilwoman Sofokles moved and Councilman Grice seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Harvey - 5**
***Adopted***

Resolution No. 203- 2018 Award RFP for Carnival Rides @ International Festival

**Mayor Harvey is extremely excited. The City of Newburgh has a deep water port and this is going to help ignite the energy, and also spur tourism in our city as it relates to our waterfront.**

**Councilwoman Rayford moved and Councilwoman Sofokles seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 204 - 2018 Amendment to 2018 Budget Resolution 333-2017 - Fire Department Insurance Recovery

**Councilwoman Rayford moved and Councilwoman Sofokles seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 205 - 2018 Personnel Book amendment -Temporary Firefighter

**Councilwoman Rayford asked if this is on a grant basis, and if it is not then what is the timeline on it.**

**The City Manager responded that this is a short term provision coinciding with a firefighter's impending retirement. There is no grant related funding, it is simply to ensure there is funding in the personnel line to get the employee through until his retirement. Mr. Ciaravino did not have the exact date of retirement in front of him.**

**Mayor Harvey pointed out that he had an extensive discussion with the Comptroller surrounding this resolution. The retirement of one fireman is another effort to try to help save another fireman's position.**

**Councilman Grice moved and Councilwoman Sofokles seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 206 -2018 Purchase of 36 Hasbrouck Street

**Councilwoman Rayford moved and Councilman Grice seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 207- 2018 - Purchase of 89 West Van Ness Street

**Councilwoman Rayford moved and Councilwoman Sofokles seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 208 - 2018 Purchase of 40 William Street

**Councilwoman Rayford moved and Councilman Grice seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 209 -2018 Purchase of 152 South Street

**Councilwoman Rayford felt as though this property is being undersold. She realizes that it has been in our possession for a while; yet, it is a Brownstone, and it is of value. Rayford feels like we can sell our buildings at a higher price than what we are asking.**

**Councilman Grice moved and Councilwoman Sofokles seconded.**
**Ayes: Grice, Jacobson, Mejia, Sofokles, Harvey - 5**
**Nays: Rayford-1**
***Adopted***

Resolution No. 210 -2018 Purchase of 112 Johnston Street

**Councilwoman Rayford moved and Councilman Grice seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 211 -2018 109 S. William Street - Site Development Agreement

**Councilwoman Rayford moved and Councilman Grice seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 212 - 2018 License Agreement with the Newburgh Community Land Bank for Use of 182 Broadway for an "Artist in Vacancy" Art Installation

**Councilwoman Rayford asked what the rights of possession are for Land Bank properties. Does it mean that the Land Lank still has possession of the land as well?**

**The City Manager clarified that, as a general practice, typically the land is sold as well although there may be exceptions.**

**Councilwoman Mejia pointed out, for the record, that she sits on the Land Bank board as a liaison to this board. She provided clarification surrounding the discussion about Land Trusts, which we currently do not have in the City of Newburgh. There is this best national practice discussion surrounding the guarantee of affordability, and it is on her wish list. The Land Bank functions much in the same fashion that when it sells properties the land goes with the building.**

**Jeremy Kaufman explained that the Land Bank is purely a creature of state statute. It is different from a not-for-profit or a corporation. The New York State Legislature passed a series of laws that created land banks. There are some similarities to not-for-profits; but, they operate under a different body of laws.**

**Mayor Harvey asked if the liability would fall under New York State's liability since it is a Public Authority.**

**Kaufman stated that, at the end of the day, Harvey is correct, because it is a Public Authority. Land Banks may have to keep up private insurance policies to absorb some of the liability.**

**Councilwoman Sofokles stated she thought we were leasing them the building to draw attention to it in hopes that one day the building might become sellable. The artwork is a nice addition. More importantly, it is not another empty storefront property.**

**Harvey pointed out that we are entering into a licensing agreement with the Land Bank in order to give the visiting artist access to the facility for a period of three weeks.**

**Councilman Jacobson stated that this is done all of time, such as whenever we hold our campaign headquarters someplace.**

**The City Manager confirmed that that is the intention. It is to energize the area for three weeks in hopes of bringing prospective interest to the building for the longer term.**

**Rayford asked Mejia if she would be recusing herself since she is the liaison for the Land Bank, and due to the city's Code of Ethics. Whenever money is involved it raises eyebrows and questions. She stated that she will continue to question it, whether a person is tired of hearing it or not.**

**Mejia remarked that this line of questing is getting tiresome. She desired a legal explanation as to why she feels as though she is not in violation of the Code of Ethics. There is absolutely zero compensation for herself. She stated if there are other members who would like to take the position, then feel free to do so.**

**Michael Ciaravino commented that, for the record, both he and Glenn sit on the Land Bank board, as well. He pointed out that Michelle Kelson wrote a thorough legal opinion concerning the issue, as this was one of the very first questions that was presented to him when he became the City Manager in 2014. He felt that Rayford's question was a legitimate one though.**

**Jeremy Kaufman stated he would certainly defer to Kelson's legal opinion. It boils down to whether there is any financial or pecuniary interest that a particular person is gaining. Kaufman stated that Mejia has very aptly stated that she is not receiving any compensation, nor does she have any "skin in the game" for sitting on that board. So with that, there is no conflict.**

**Mejia concluded that she *should* charge, because it does take up a lot of her time. She quipped that she will be sending a bill to the city for her services.**

**Councilman Grice moved and Councilwoman Sofokles seconded.**
**Ayes: Grice, Jacobson, Mejia, Sofokles, Harvey - 5**
**Nays: Rayford-1**
***Adopted***

Resolution No. 213 - 2018 Extension to rehabilitate 31 Liberty Street, W.H.

**Councilman Grice moved and Councilwoman Sofokles seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 214 - 2018 - Extension to rehabilitate 28 Courtney Avenue

**Councilman Grice moved and Councilwoman Sofokles seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 215 -2018 - Extension to rehabilitate 120 Johnston Street

**Councilman Grice moved and Councilwoman Sofokles seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 216 - 2018 Extension to rehabilitate 127 Johnston Street

**Councilwoman Sofokles moved and Councilman Grice seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 217 -2018 Extensions to rehabilitate four properties owned by M&N Newburgh Development LLC

**Councilman Grice moved and Councilwoman Sofokles seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 218 -2018 Release of Restrictive Covenants - 20 Grove Street

**Councilman Grice moved and Councilwoman Sofokles seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 219 -2018 Release of Covenants & Satisfaction of Judgment - 48 & 50 City Terrace

**Councilwoman Sofokles moved and Councilman Grice seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 220 - 2018 Resolution No. 220- 2018 Release of Restrictive Covenants -- 162 First Street

**Councilman Grice moved and Councilwoman Sofokles seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 221 - 2018 Release of Restrictive Covenants - 130 Third Street

**Councilman Grice moved and Councilwoman Sofokles seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 222 - 2018 Release of Restrictive Covenants - 152 Third Street

**Councilman Grice moved and Councilwoman Sofokles seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 223 - 2018 Satisfaction of Mortgage - 121 Third Street

**Councilman Grice moved and Councilwoman Sofokles seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 224 -2018 Satisfaction of Mortgage - 33 Chambers Street

**Councilman Grice moved and Councilwoman Sofokles seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 225 -2018 - Satisfaction of Mortgage- 14 Palatine Ave

**Councilman Grice moved and Councilwoman Sofokles seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 226 -2018 Larkin $100,000 Community Policing Grant

**Councilman Grice publicly thanked Senator Larkin for this. Grice felt that whatever disconnect is occurring in the community he would like to see that these funds are utilized to reach out and ensure that the community and the police department are on the same page.**

**Councilwoman Rayford congratulated Senator Larkin on his retirement, and she thanked him for all of his help in this city. Additionally, she remarked that Chief Solomon is doing a good job. The momentum in the department is on the incline, and she thanked him for persevering and getting over the stumbling blocks. She encouraged Solomon to hang in there with our city. She congratulated him on his high test score on the exam, which is attests to his high level of intelligence.**

**Police Chief Douglas Solomon pointed out that the parameters of the grant are pretty flexible, so any input that the council may have on how to utilize funding is welcomed by him.**

**Councilwoman Rayford moved and Councilman Grice seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 227 -2018 Amendment No. 2 Extension of NYS DEC Catskill Aqueduct Water Reimbursement Contract

**Councilman Jacobson moved and Councilman Grice seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 228-2018 Cities RISE Phase II Grant

**Councilman Grice stated that in previous discussion amongst the council and his constituents, the sentiment that prevailed is that a strong codes department is important for our city. He hopes to have an update for the community fairly soon as to what our plans are to get the department up to capacity. We have great individuals that work in that department. With some support, and some other things in place, he plans to reach out to the community about what we are doing, because it is important.**

**Mayor Harvey thanked all of the staff in the codes department. The Rise Phase I grant helped us increase personnel in the department. He thanked Councilwoman Mejia, Deirdre Glenn, Aly Church and the City Manager for all of their work on the grant. Harvey stated that everyone has worked diligently all summer long. We have been working with the entire team on grants that we have applied for, and we have been successful in getting them to help us with our codes and infrastructure. We know there are challenges that we face; but, Rome was not built in a day. We are trying to turn this city around, and it is not going to happen overnight. This particular grant application had to get a group of peoples' signatures. He is proud to say that we have a unified council and a functional government.**

**Mr. Ciaravino remarked that the Rise Phase II grant could possibly give us $500K to $1 Million. It requires that a couple of key staff, including himself, and possibly Mayor Harvey, go to the Harvard Kennedy School of Government in Massachusetts. Ciaravino pointed out that this team has already worked on an integrated approach to codes enforcement. We have done a lot of the legwork, and we are still not satisfied that we have done everything on our list. We are eager to transition from 1.0 to 2.0. In this attempt, we have consulted with Lien Firm, a firm out of Cleveland, Ohio, (Ciaravino has stated that he has no connection to the firm whatsoever). He used the firm's study as a motivator to see if we have checked off some of the existing boxes before we start biting off more things. He expects that the Rise Phase III grant will be fully competitive, and would grant upwards of $1 Million for further City staffing. This is the shot he feels that we need, especially with regard to a number of slumlords who are not maintaining their properties. We are eager to pursue the grant, and he feels confident about being in the running to get it. By bringing a humanistic approach to codes enforcement we have gained the attention of the folks in Albany.**

**Councilman Jacobson stated this is one of the main quality of life issues that he ran his campaign on from the beginning.**

**Mayor Harvey felt it is important that they pause on this resolution and have discussions first, because people are always concerned about the quality of life in some of these neglected buildings. He wants the public to know that their comments and concerns are not falling on deaf ears, and that we are working to clean up the city.**

**Councilwoman Rayford remarked that she is happy about the grant; but, she recalled that the council requested a list of condemned properties. We need to make sure our residents are safe, because we should not forget that lives were lost due to carbon monoxide poisoning a few years ago. She is glad that we have high energy in the codes department, and she hopes that we receive the grant to help our city move forward.**

**Councilwoman Sofokles moved and Councilwoman Mejia seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 229-2018 Appointing

**Councilman Jacobson moved and Councilwoman Sofokles seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 230-2018 Authorizing Settlement of Water Claim

**Mayor Harvey commented. He has visited a few properties located outside of city limits, in which the owners have been tapping into our water and not paying for it. When we look at unpaid taxes, this is another aspect of the city being owed money for unpaid services.**

**The City Manager thanked Jeremy Kaufman for his efforts. We have been working aggressively on our accounts payable in the water department. Eventually we are hoping to zero out that line, particularly with regard to the delinquent accounts.**

**Councilwoman Rayford asked him how long has this money been owed to the city.**

**The City Manager replied that various accounts have different aging dates attached to them. Jeremy Kaufman explained that this particular delinquency dates back to 2011. The owners were foreclosed on in 2015, then a transfer of the property occurred in 2017. One of the elements of the issue is that there was a time when those Town of Newburgh properties, which are directly adjacent to the City of Newburgh, did not have access to the Town's water supply. Now that there are services for them in the town, we are going to encourage them to get off the city's water supply and hook up directly to the Town's water. The other element is that for people who wish to continue on the city's water supply, because they can't get town services for a particular reason, we would have the ability to potentially shut off the water in the event of future delinquency.**

**Councilman Grice moved and Councilwoman Sofokles seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 231-2018 Authorizing the City Manager to Execute a Payment of Claim

**Councilman Grice moved and Councilwoman Mejia seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 232-2018 Authorizing the City Manager to Execute a Consent Agreement and Final Order with The United States Environmental Protection Agency

**Councilwoman Sofokles moved and Councilman Grice seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 233 – 2018 Supporting the 2018 Youthbuild Grant Application of Blacc Vanilla Community Foundation (*voted on earlier in the agenda*)

************************************************************************************

*MOTION TO DEVIATE FROM THE AGENDA*

**In the interest of time for our constituents and in support of Councilwoman Rayford's earlier suggestion, Councilwoman Mejia motioned that Resolution #233-2018, which is situated at the end of the agenda, be moved upfront. Councilman Grice seconded the motion.**

***The council unanimously agreed to move the agenda item up.***

*****************************************************************************

**Councilman Grice stated that he applied for the grant a few years ago when it first came out. Though he was not successful, he wished Blacc Vanilla much success with it. He extended his support and personal efforts to the organization.**

**Mayor Harvey is very excited about the energy that is occurring around South Street and North Miller Street. His wife is still talking about the Black-Tie Gala. He appreciated all of the work they have been doing, and he extended his personal support.**

**Councilman Rayford thanked Melanie and Jerod. North Miller Street was her stomping grounds, and the street has the most clergy persons that lived on the street at one time. They have her support wholeheartedly, and she thanked them for what they are doing for our youth.**

**Councilwoman Mejia felt that is was befitting to comment in Spanish, because it is so fitting. She is sorry that she does not have enough time to visit, as she often leaves at 6:30 A.M. to work. She is looking forward to the App for Smartphones, so that she can preorder breakfast.**

**Councilwoman Sofokles commented that it has been a very cool experience. Before she visited for the first time last week, she had been sending people over there personally.**

**Councilwoman Rayford moved and Councilwoman Sofokles seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

Resolution No. 234 - 2018 -Best Resource Center, Inc. - Agreement for youth employment

**Councilwoman Rayford moved and Councilwoman Sofokles seconded.**
**Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6**
***Adopted***

RESOLUTION NO.: ___191___-2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE STREET LIGHTING AUTHORITY ORDER WITH CH ENERGY GROUP, INC.

WHEREAS, it has become necessary to amend the Street Lighting Authority Order entered into with Central Hudson Gas & Electric Corporation n/k/a CH Energy Group, Inc., adding additional street lighting on Walsh Road in the area of Dickson Street; and

WHEREAS, there will be a cost to the City of Newburgh of approximately $30.00 per year for this change;

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 an amendment to the Street Lighting Authority Order with CH Energy Group, Inc.

ORDINANCE NO.: 3 - 2018

OF

AUGUST 13, 2018

AN ORDINANCE AMENDING SECTION 288-36.1(C) OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH TO CHANGE THE HOURS OF PARKING PROHIBITED DURING STREET CLEANING OPERATIONS ON ANN STREET FROM LIBERTY STREET TO MILL STREET

BE IT ORDAINED by the City Council of the City of Newburgh that:

Section 1. Section 288-36.1 "Parking prohibited during street cleaning operations" of the Code of the City of Newburgh be and hereby is amended as follows:

§ 288-36.1. Parking prohibited during street cleaning operations.

A. The City shall be divided into two sections, as defined below:

(1) Section 1: All streets to the south of a line beginning at the western City line and continuing east on Broadway to the intersection of Broadway and West Street continuing north on West Street to the intersection of West Street and South Street continuing east on South Street to the intersection of South Street and Robinson Avenue/Route 9W and continuing south on Robinson Avenue/Route 9W to the intersection of Robinson Avenue/Route 9W and Broadway continuing east along Broadway to the intersection of Broadway and Washington Place and continuing south along Washington Place to the intersection of Washington Place and Washington Street and continuing east on Washington Street to the Hudson River.

(2) Section 2: All streets to the north of a line beginning at the western City line and continuing east on Broadway to the intersection of Broadway and West Street continuing north on West Street to the intersection of West Street and South Street continuing east on South Street to the intersection of South Street and Robinson Avenue/Route 9W and continuing south on Robinson Avenue/Route 9W to the intersection of Robinson Avenue/Route 9W and Broadway continuing east along Broadway to the intersection of Broadway and Washington Place and continuing south along Washington Place to the intersection of Washington Place and Washington Street and continuing east on Washington Street to the Hudson River.

B. There shall be alternate-side-of-the-street parking on each and every street of the City as set forth herein:

(1) In Section 1 of the City as described in Subsection A(1) above, vehicles shall only be parked, stopped or left standing on the side of the street having odd building numbers on Mondays between the hours of 8:00 a.m. and 3:00 p.m.

Underlining denotes additions
~~Strikethrough~~ denotes deletions

(2) In Section 1 of the City as described in Subsection A(1) above, vehicles shall only be parked, stopped or left standing on the side of the street having even building numbers on Tuesdays between the hours of 8:00 a.m. and 3:00 p.m.
(3) In Section 2 of the City as described in Subsection A(2) above, vehicles shall only be parked, stopped or left standing on the side of the street having odd building numbers on Wednesdays between the hours of 8:00 a.m. and 3:00 p.m.
(4) In Section 2 of the City as described in Subsection A(2) above, vehicle shall only be parked, stopped or left standing on the side of the street having even building numbers on Thursdays between the hours of 8:00 a.m. and 3:00 p.m.

C. The following exceptions shall apply to the requirements set forth in Subsection B above:

(1) No person shall park, stop or leave standing any vehicle on the north side of Broadway on Tuesday, Thursday and Saturday between the hours of 3:00 a.m. and 6:00 a.m. and on the south side of Broadway on Monday, Wednesday, Friday and Sunday between the hours of 3:00 a.m. and 6:00 p.m.
(2) Vehicles shall only be parked, stopped or left standing on the sides of William Street, South William Street, Liberty Street and Mill Street having odd building numbers on Mondays between the hours of 8:00 a.m. and 11:00 a.m.
(3) Vehicles shall only be parked, stopped or left standing on the sides of William Street, south William Street, Liberty Street and Mill Street having even building numbers on Tuesdays between the hours of 8:00 a.m. and 11:00 a.m.
(4) No person shall park, stop or leave standing any vehicle on the west side of Dubois Street from Broadway to First Street on Monday, Wednesday and Friday between 8:00 a.m. and 3:00 p.m., and no person shall park, stop or leave standing any vehicle on the east side of Dubois street from Broadway to First Street on Tuesday and Thursday between 8:00 a.m. and 3:00 p.m. No person shall park, stop or leave standing any vehicle on the west side of Dubois Street from Third Street to South Street on Monday, Wednesday and Friday between 8:00 a.m. and 3:00 p.m. and no person shall park, stop or leave standing any vehicle on the east side of Dubois Street from Third Street to South Street on Tuesday and Thursday between 8:00 a.m. and 3:00 p.m.
(5) Vehicles shall only be parked, stopped or left standing on the side of Ann Street between Liberty Street and Mill Street having odd building numbers on Mondays between the hours of 8:00 a.m. and 11:00 am.
(6) Vehicles shall only be parked, stopped or left standing on the side of Ann Street between Liberty Street and Mill Street having even building numbers on Tuesdays between the hours of 8:00 a.m. and 11:00 a.m.

Section 2: This ordinance shall take effect immediately.

Underlining denotes additions
~~Strikethrough~~ denotes deletions

RESOLUTION NO.: 192 - 2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL WITH THE CHAZEN COMPANIES TO CONDUCT
ADDITIONAL GROUNDWATER SAMPLING FOR EMERGING CONTAMINANTS
AND PERIODIC REVIEW OF THE ENGINEERING AND INSTITUTIONAL CONTROLS
AT THE DELISTED CONSOLIDATED IRON SUPERFUND SITE
AT A COST OF $20,950.00

WHEREAS, the United States Environmental Protection Agency and the New York State Department of Environmental Conservation approved the Site Management Plan for the Consolidated Iron Superfund Site, and subsequently delisted the site in December of 2014; and

WHEREAS, provisions in Site Management Plan requires the City of Newburgh to conduct groundwater sampling, a topographical survey and an initial periodic review of the engineering and institutional controls at the delisted Consolidated Iron Superfund Site; and

WHEREAS, by Resolution No. 267-2015 of October 26, 2015 and Resolution No. 125-2017 of May 22, 2017, the City Council approved a contract with The Chazen Companies to conduct groundwater sampling, a topographical survey and periodic reviews of the engineering and institutional controls at the delisted Consolidated Iron Superfund Site; and

WHEREAS, the United States Environmental Protection Agency and the New York State Department of Environmental Conservation have requested additional groundwater sampling for certain emerging contaminants at the delisted Consolidated Iron Superfund Site; and

WHEREAS, The Chazen Companies has submitted a proposal to conduct such groundwater sampling and periodic review of the engineering and institutional controls at the delisted Consolidated Iron Superfund Site at a cost of $20,950.00 with funding to be derived from A.1440.0448.0003; and

WHEREAS, this Council has determined that accepting such proposal and entering into a contract for such work 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 accept a proposal and enter into a contract with The Chazen Companies to conduct groundwater sampling for emerging contaminants and periodic review of the engineering and institutional controls at the delisted Consolidated Iron Superfund Site at a cost of $20,950.00.

1192-18

THE Chazen COMPANIES*
Proud to be Employee Owned
Civil Engineers
Land Surveyors
Planners
Environmental & Safety Professionals
Landscape Architects
Transportation Planners & Engineers

HUDSON VALLEY OFFICE
21 Fox Street
Poughkeepsie, NY 12601
P: 845.454.3980 or 888.539.9073
www.chazencompanies.com

June 29, 2018
Revised July 20, 2018

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

*Re: Consolidated Iron and Metal Site – Annual Sampling*
*EPA Site Number: NY0002455756*
*NYSDEC Site Number: 336055*
*Project #: 41548.00*

Dear Mr. Morris,

Chazen Engineering, Land Surveying & Landscape Architecture Co., D.P.C. (Chazen) appreciates this opportunity to continue providing groundwater sampling and reporting support for the former Consolidated Iron and Metal Site in the City of Newburgh, Orange County, New York. The work will closely match field services provided during the past two sampling events.

Separately, NYSDEC has asked for one-time sampling event of select site wells for per- and polyfluoroalkyl substances (PFAS) and 1, 4-dioxane, for which NYSDEC has required submission and approval of a work plan prior to sampling. Sampling for PFAS will require replacing existing sample tubing installed in wells with a PFAS-free source of tubing, followed by a rest period recommended of approximately 2 months, before sample collection.

Our task numbers below follow prior task assignments.

**Task 005 - 2018 Groundwater Sampling**

Chazen will conduct one round of groundwater sampling from the ten existing on-site groundwater monitoring wells. Wells will be purged using low-flow sampling methods. Water quality parameters will be recorded while purging to assure stabilized flow through well screens into dedicated sample tubing. Purge water will be decanted to the ground based on permission received previously from NYSDEC.

Collected samples will be placed on ice and submitted to an ELAP certified laboratory for standard turnaround with Class A data deliverables under standard chain-of-custody procedures. The samples will be submitted for analysis of TCL-VOC, TCL-SVOC, TAL-Metals, PCBs, and Pesticides using appropriate NYS CLP-ASP methods.

Quality Assurance (QA) samples will also be collected and submitted for analysis. QA sampling will consist of a field duplicate and an equipment blank (from the water level indicator) submitted for analysis of each suite of parameters, an MS/MSD sample for VOC and SVOC analysis, a trip blank for VOCs only, and a temperature blank (for the shipment integrity).

**Task-006- 2018 Periodic Review Report (PRR)**

Chazen will perform a visual assessment and evaluation of the site's existing Engineering and Institutional Controls while on site for the Task 005 sampling. Primary features observable on site include condition of the soil cover system and integrity of the perimeter fence. Chazen will discuss with the City any noted concerns prior to finalization of the Periodic Review Report (PRR).

The PRR will be prepared in general accordance with the applicable NYSDEC guidance, including Certification by a PE that the EC/IC requirements are being met. The groundwater sampling report and visual inspection and site photolog will be included in the PRR along with recommendations, if any. A draft of the PRR will be submitted to the City for review and comment before the final document is finalized for submission.

**Task 007 – PFAS and 1,4-Dioxane Sampling Work Plan**

NYSDEC has asked Newburgh to propose sampling for a "select number of existing monitoring wells" for PFAS and 1,4-dioxane. Accordingly, Chazen will develop a short work plan proposal for submittal to NYSDEC, suggesting analysis of one well distant from the shoreline (upgradient) and two wells near the shoreline (downgradient), for a total of 3 groundwater samples. Minimizing the numbers of wells to sample is important because PFAS and 1,4-dioxane analyses are costly, at approximately $250 and $150 per sample, respectively. Sampling for PFAS can occur during Task 005 sampling provided that Chazen visits the site several weeks before conducting Tasks 005 and 007 to replace existing sample tubing with PFAS-free tubing.

Our budget estimate is based on sampling of three wells, plus analysis of four QC samples, ASP Level B laboratory reporting, and data validation. Until our sampling plan is formally approved, our budget remains approximate.

Sample results will be summarized in a brief letter report suitable for City submission to NYSDEC. Validated raw data will also be submitted electronically to NYSDEC using their online EQUIS system.

**SCHEDULE:**

We can initiate work on the Task 007 Work Plan within two weeks of receipt of authorization to proceed and would exchange tubing in wells approved for PFAS sampling upon receipt of protocol approval. We recommend then waiting not less than 6 weeks to allow groundwater equilibration with the new tubing, at which time we will collect Task 005 and Task 007 samples.

COSTS
Chazen can complete the scope requested in the RFP as specified in this proposal for the lump sum price of **$20,950.**

| Task | **Labor, Field Materials and Travel** | **Lab Estimate** | **Total** |
|---|---|---|---|
| **Task 5 Routine Sampling** | $3,100 | $7,700 | $10,800 |
| **Task 6 2018 PRR** | $2,600 | N/A | $2,600 |
| **Task 7 PFAS/dioxane work plan, sampling, report** | $4,300 | $3,250 | $7,550 |
| **Totals** | $10,000 | $10,950 | **$20,950** |

## ASSUMPTIONS AND LIMITATIONS

No additional Site-Specific Work Plan or Quality Assurance Project Plan is required for submission to NYSDEC or the USEPA. The current approved SMP is sufficient to meet the project Data Quality Objectives. Site access will be readily provided. Based on the SMP, Class B deliverable data packages, independent third party data validation, and Data Usability Summary Reports (DUSPs) are not required for the project. Since no intrusive work is required nor anticipated for the project no site-specific HASP prepared in accordance with OSHA 1910 is required for this task. Chazen will prepare am internal safe work plan with task hazard analyses for our use for the survey, site inspection, and groundwater sampling events All field work will be conducted by Chazen Science, Engineering, or/Environmental Professionals at non-Prevailing Wage rates. No sales taxes are applicable to this work. The PRR will be completed in general accordance with NYSDEC guidance and submitted to NSYDEC. Our scope includes one iteration of comments and revisions, only. Lab fees assume and include Chazen's contract management fee.

This proposal assumes NYSDEC will accept sampling of just 3 of your wells for their PFAS and 1,4-dioxane site review, plus 4 QC samples (for a total of 7 sample analytical samples).

## AGREEMENT

Since we have worked on this site previously and have signed our standard consulting agreement for this site, we require only a signature authorization below to authorize this work under the prior agreement conditions. Please feel free to call me at any time at 845 486-1551 or on my cell, or my colleague Kevin McGrath, PG, at 518-266-7370.

Sincerely,

Russell Urban-Mead, P.G.
Senior Hydrogeologist / VP, Environmental Services

cc: Kevin McGrath, P.G. and Will Olsen, P.G.

Authorizing Signature Date

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2
290 BROADWAY
NEW YORK, NY 10007-1866

RECEIVED
JUN 11 2018
CITY ENGINEER

JUN -8 2018

Jason C. Morris, PE
City Engineer
83 Broadway
Newburgh, New York 12550

Re: Consolidated Iron and Metal Site; Annual Groundwater Sampling

Dear Jason:

This is in response to the recommendation made in the Periodic Review Report for the Consolidated Iron and Metal site, dated November 8, 2017, whereby the City of Newburgh has requested to change the frequency of groundwater sampling and analysis from annually to once every three years. Although the rationale provided with the request has validity, to date there have only been two rounds of groundwater sampling performed under the operations, maintenance, and monitoring (OM&M) provisions of the site management plan (SMP) for the site. The New York State Department of Environmental Conservation (NYSDEC) generally requires three annual rounds of sampling before considering a reevaluation of the sampling schedule. Additionally, EPA will be performing its second Five Year Review of the site in 2019, and an additional round of groundwater sampling in addition to the two already reported will be necessary to adequately evaluate chemical trends in the site groundwater since the last five year review was performed in 2014. As such, EPA and NYSDEC is requiring that a third annual round of groundwater sampling and analysis be performed this year (2018) and that your request for changing the groundwater sampling frequency be resubmitted for our evaluation in the next Periodic Review Report.

If you have any questions about this matter, please do not hesitate to contact me (212-637-4278).

Sincerely yours,

Michael J. Negrelli

Michael J. Negrelli
Remedial Project Manager
New York Remediation Branch

Cc: W. Mizerak - NYSDEC

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Remediation, Remedial Bureau C
625 Broadway, 11th Floor, Albany, NY 12233-7014
P: (518) 402-9662 | F: (518) 402-9679
www.dec.ny.gov

RECEIVED
JUN 11 2018
CITY ENGINEER

June 5, 2018

Jason C. Morris, PE
City Engineer
83 Broadway
Newburgh, NY 12550

RE: Request for sampling of Emerging Contaminants
Consolidated Iron and Metal
Site No. 336055

Dear Mr. Morris:

The New York State Department of Environmental Conservation (DEC) is undertaking a Statewide evaluation of remediation sites to better understand the risk posed to New Yorkers by 1,4-dioxane and per- and polyfluoroalkyl substances (PFAS). PFAS have historically not been evaluated at remediation sites, and 1,4-dioxane has not been evaluated at the levels that are now thought to represent a health concern. This initiative is being undertaken as a result of these "emerging contaminants" having been found in a number of drinking water supplies in New York. Accordingly, the DEC is requiring that you test site groundwater for these chemicals. To accommodate this requirement, a select number of existing monitoring wells, representative of the potential of the above-referenced site to be a source of these emerging contaminants, must be sampled. DEC recommends that at least one of these wells should be upgradient of the site.

The attached guidance provides information on the analytical methods and reporting requirements. A second guidance document describes special precautions that need to be considered when sampling for PFAS.

Please prepare a draft letter work plan that identifies the wells proposed for sampling, brief description of the sampling methods, and anticipated sampling date within the next 60 days. If you wish to discuss the scope of the requested water testing, please contact me at 518-402-9657 or wayne.mizerak@dec.ny.gov.

Sincerely,

Wayne D. Mizerak
Project Manager
Remedial Bureau C
Division of Environmental Remediation

NEW YORK STATE OF OPPORTUNITY | Department of Environmental Conservation

ecc: Omorogbe, Amen (no attachments)
Negrelli, Mike (EPA) (with attachments)

RESOLUTION NO.: 193 - 2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. FOR AN INDOOR ENVIRONMENTAL ASSESSMENT FOR 22 GRAND STREET AND 492 BROADWAY AT A COST OF $18,120.00 AND AMENDING RESOLUTION NO: 333-2017, THE 2018 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO TRANSER FUNDING FROM GENERAL FUND CONTINGENCY TO MUNICIPAL BUILDINGS

WHEREAS, the City of Newburgh wishes to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) to conduct an indoor environmental assessment for buildings located at 22 Grand Street and 492 Broadway; and

WHEREAS, the proposal includes evaluation, sampling and assessment for mold and volatile organic compounds and remediation plans, if required; and

WHEREAS, the cost for these services will be $18,120.00 and funding shall be derived from A.1620.0448 - Municipal Buildings; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such work would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. to conduct an indoor environmental assessment for buildings located at 22 Grand Street and 492 Broadway at a cost of $18,120.00; and

BE IT FURTHER 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:

| | Decrease | Increase |
|---|---|---|
| A.1900.1900 Contingency | $18,120.00 | |
| A.1620.0448 - Municipal Buildings | | $18,120.00 |
| TOTAL: | $18,120.00 | $18,120.00 |

193-18

# QuES&T

Quality Environmental Solutions & Technologies, Inc.

August 1, 2018

Jason C. Morris, PE
City of Newburgh
City Engineer
83 Broadway
Newburgh, New York 12550

Re: Microbial/Moisture Assessment and VOC Sampling 492 Broadway & 22 Grand Street, Newburgh, NY

Dear Jason,

Thank you for the opportunity to discuss the needs of The City of Newburgh in the environmental consulting and remediation services area. Quality Environmental Solutions & Technologies, Inc. is pleased to submit the attached proposal to provide a Mold Assessment and VOC Sampling and analysis at your 22 Grand Street and 492 Broadway, Newburgh, NY locations. QuES&T offers a wide range of environmental consulting, training, testing and "Turn-Key" Remediation Project services to the public and private commercial-industrial business sector.

QuES&T is a NYS Certified Minority Business Enterprise committed to remaining a leader in the environmental training and technical consulting industry. QuES&T's extensive Nuclear Power Industry experience makes us uniquely qualified to provide technical support in state-of-the-art techniques for engineering and contamination control. Additionally, this experience enables us to integrate the essential concepts of "critical path" schedules and minimizing personnel exposures while maintaining a high level of attention to the specific details of each project. QuES&T personnel satisfy numerous ANSI and NUREG experience requirements of the Nuclear Regulatory Commission. Our staff has served in various capacities in the Health Physics and Nuclear Engineering disciplines in operational power reactors, nuclear powered vessels, radio-pharmaceuticals and government prototypes.

We are confident you recognize that selection of a qualified technical consultant for professional services, such as pre-construction inspection, project design, project management and air monitoring, represents a step as critical as selecting a reputable environmental remediation contractor. QuES&T feels strongly that the success of any remediation project is defined primarily in the planning and design phase. A technically sound project design combined with proper oversight provides the most cost-effective solution and ensures the gains recognized are not at the expense of future liability to The City of Newburgh.

In this regard, QuES&T has successfully completed remediation projects, for our client companies, in support of Nuclear and Fossil commercial power plant maintenance outages, facility renovation and demolition, cGMP facility upgrades, recovery from contamination following catastrophic events (e.g. steam line explosions, fires), school building renovations, Corporate asbestos management programs, facility Operations & Maintenance (O&M) programs, UST removals, sub-surface investigations, contaminated soil remediation, LBP stabilization and commercial/residential asbestos & lead abatements.

Technical consulting services are available in the area of regulatory compliance audits, OSHA safety, air monitoring, respiratory protection, laboratory services, building hazard assessments (EPA, HUD, commercial), LBP Risk Assessments, management plans, NYS/NESHAP pre-demolition inspections and full scope project management; including development of remediation response actions and management of all required project and personnel records. Our staff of experienced environmental professionals can prepare all required specifications and procedures to ensure your programs comply with federal, state and municipal regulatory requirements.

QuES&T offers a wide range of OSHA and environmental safety training. Our full range of asbestos safety certification training ensures that our client's employees receive the appropriate training to maximize their safety and minimize your liability. QuES&T offers accredited initial and refresher training programs for Operations & Maintenance (O&M), Asbestos Abatement Workers and Supervisors, Project Monitors, Asbestos Project Sampling Technicians (RH-II), Asbestos Project Designers, Asbestos Inspectors (RH-III) and Management Planners. Our accredited training facility (EPA, NYS) contains the most modern equipment to support the hands-on portion of each training program. On-site training services are available for groups of at least twenty-five students and can be tailored to meet the specific needs of The City of Newburgh.

QuES&T provides a full range of services in the area of Respiratory Protection. Our technical staff has extensive experience in the development of regulatory compliance programs for NUREG 0041 and OSHA 1910.134 Respiratory Protection Programs. Quantitative or qualitative respirator fit services can be provided at QuES&T's facility or yours.

For additional information concerning any of our services, please contact me. We look forward to working with The City of Newburgh in the environmental consulting and remediation services area.

Sincerely,

Kenneth C. Eck CIH, CSP, CFPS, CHMM, DABFE, FACFEI, LEED AP
Director, Safety, Environmental and Educational Services

QuES&T to provide the following services:

**Indoor Environmental Assessment 22 Grand Street and 492 Broadway**

## Task I – Mold Assessment

- Provide a New York State Certified Mold Assessor to perform a visual inspection of 22 Grand Street and 492 Broadway, Newburgh, NY in accordance with Article 32 of the New York State Labor Law to "discover mold, conditions that facilitate mold, indicia of conditions that are likely to facilitate mold or any combination thereof." The visual inspection may include the use of a borescope to examine interior wall cavities and a FLIR Thermal Imaging Camera to identify areas of moisture. Where possible a Delmhorst Moisture Survey meter will be used to verify the findings of the visual and IR survey's.

- Swab/tape lift/bulk samples shall be collected from areas of suspected microbial growth based upon the findings of the visual inspection. Samples shall be collected using a sterile swab to wipe an area not to exceed 4 x 4 inch's or a Gel Tape to collect a tape lift. Samples shall be analyzed by optical microscopy for total fungal spore counts and cultured for viable fungal spore counts on Malt Extract Agar (MEA) and Dichloran 18% Glycerol Agar (DG-18) plates. Samples collected shall be submitted to Q-labs of Metuchen, NJ for analysis on a standard 7-10 day turnaround time.

- Air samples shall be collected and analyzed for total fungal spore counts. Two (2) additional blank samples shall be included for QA/QC purposes. Samples shall be collected using Air-O-Cell microbial sampling cassettes and forwarded to Q-Labs of Metuchen, NJ for analysis on a standard 5-7 day turnaround time.

- Provide a written report of the findings of the assessment of 22 Grand Street and 492 Broadway, Newburgh, NY for review and consideration by the City of Newburgh.

## Task II– Development of a Mold Remediation Plans *(if applicable)*

- In accordance with Article 32 of the New York State Labor Law, in the event that a mold "project" is identified, a Mold Remediation Plan will be provided for review and consideration by the City of Middletown. "Project means mold remediation, mold assessment, or mold abatements, of areas greater than ten square feet but does not include (a) routine cleaning or (b) construction, maintenance, repair or demolition … for purposes other than mold remediation or abatement"

## Task III Volatile Organic Compounds Assessment

- Provide a Certified Industrial Hygienist (CIH) to conduct a visual inspection of the target properties to identify conditions which may impact the indoor environmental quality. The inspection will include the preparation of a chemical inventory at the two sites.

- Conduct sampling for TVOCs using Method T0-15 of the United States Environmental Protection Agency (USEPA), using a clean evacuated mini-canister and calibrated time release regulator. Upon completion of the sampling period the samples will be sent to Galson Laboratories, East Syracuse, NY for analysis.

- Provide a written report of the findings for review and consideration by the client.

Project Notes:

- Two weeks advance notice of project start is required to ensure that proper equipment and sampling supplies can be obtained.
- Mileage will be billed at a rate of $ 0.550 for actual mileage traveled.
- Any additional services provided to the client will be billed at standard company rates plus travel, tolls, materials, samples and miscellaneous expenses.
- OT Rate Applies to hours: > 8 hrs/day; > 40 hrs/wk; Weekends & Holidays
- Labor will be billed at half day and full day rates.
- Client will be responsible for any damage or loss to sampling equipment.
- Taxes are not included in this proposal.
- 5% fuel and insurance surcharge will be added to the final invoice

**Estimated Cost:**

**Task I – Mold Assessment**

| | |
|---|---|
| *CIH Labor (8 hrs @ $175/hr)* | *$ 1,400.00* |
| *IH Technician (2 tech @ $500/Day)* | *$ 1,000.00* |
| *Thermal Imaging Camera (1 @ $225/day)* | *$ 225.00* |
| *Swab/Tape Lift/Bulk Samples ($190.00/Ea. NTE 18)* | *$ 3,420.00** |
| *Total Fungal Spore Traps ($ 80/Ea. NTE 25)* | *$ 2,000.00* |
| *Report Fee* | *$ 650.00* |
| *Travel, Shipping, Supplies, Misc.* | *$ 275.00* |
| **Task I Estimated Total** | **$8,970.00** |

**Actual billing will be based on the amount of samples collected.**

**Task II – Development of a Mold Remediation Plans**

| | |
|---|---|
| *Mold Remediation Plans* | *$ 900.00* |
| **Task II Estimated Total** | **$ 900.00** |

**Task III – Volatile Organic Compound Sampling and Analysis**

| | |
|---|---|
| *CIH Labor (8 Hours @ $ 175.00)* | *$ 1,400.00* |
| *IH Technician Labor (2 tech @ $500/Day)* | *$ 1,000.00* |
| *Total Volatile Organic Compounds Sample ($650/Ea. NTE )* | *$ 5,850.00* |
| **Task III Estimated Total** | **$ 8,250.00** |

**ACCEPTANCE OF PROPOSAL**
**Proposal No. P18-5877**

*Payment Terms:* ***Payment Shall Be Net 30 Days; Following Delivery Of Letter Report. To Execute This Agreement, Please Review, Sign, Date & Return Two Copies. A fully executed copy will be sent for your records. Late Payments Shall Be Assessed a Penalty of 1.5% per Month.***

**City of Newburgh – Designated Representative**

By ______________________ ______________________ __________
Signature Print Name & Title Date

**Quality Environmental Solutions & Technologies, Inc.**

By ______________________ ______________________ __________
Signature Kenneth C. Eck, Dir. EH&S Date

RESOLUTION NO.: 194 - 2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDERS NOS. 1G FOR A TIME EXTENSION AND NO. 2G TO INCREASE THE CONTRACT AMOUNT BY $71,354.58 WITH METRA INDUSTRIES FOR THE CONSTRUCTION OF THE LIBERTY AND GRAND STREETS SANITARY SEWER IMPROVEMENTS PROJECT

WHEREAS, the City of Newburgh proposes to separate the combined sewer system and install new sewer and stormsewers for Liberty, Grand, Clinton and Montgomery Streets by removing existing combined sewer and installing approximately new sanitary sewer and new stormsewers, along with new catchbasin structures and sanitary sewer manholes, in previously disturbed surfaces; and

WHEREAS, by Resolution No. 277-2017 of October 10, 2017, the City Council of the City of Newburgh awarded the base bid for construction of the Liberty and Grand Streets Sanitary Sewer Improvements Project (the "Project") to Metra Industries, for the amount of $3,248,115.00; and

WHEREAS, by Resolution No. 15-2018 of January 22, 2018, the City Council amended Resolution No. 277-2017 to award Additive Bid No. 1A – Water Services Replacement in the amount not to exceed $50,000.00 for the replacement of lead and water copper services associated with the Project to Metra Industries for a total contract price of $3,298,115.00; and

WHEREAS, due to the discovery of unknown existing underground utilities encountered during construction design changes were required for the Project resulting in the need for an extension of time of 36 days to complete the Project and additional work which will increase the total cost of the Project by $71,354.58 to a total contract price of $3,369,469.58 and requires 2 change orders to the contract; and

WHEREAS, funding for the change orders Project shall be derived from EFC Loan C3-7332-75/76; GL Code: HG1.8120.0200.8202.2015;

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 Change Order No. 1G to increase the contract term by 36 days until October 2, 2018 and Change Order No. 2G increasing the total contract price by $71,354.58 to a total contract price of $3,369,469.58 in connection with the Metra Industries construction contract for the Liberty and Grand Streets Sanitary Sewer Improvements Project.

194-18

# Change Order

**No. 1G**

Date of Issuance: 6/21/2018 Effective Date: 6/21/2018

| | | |
|---|---|---|
| Project: Liberty and Grand Streets Sewer Improvements | Owner: City of Newburgh | Owner's Contract No.: 1G |
| Contract: General Construction | | Date of Contract: October 23, 2017 |
| Contractor: Metra Industries, 50 Muller Pl. Little Falls Passaic New Jersey | | Engineer's Project No.: 1352.005.002 |

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: Time extension due to design changes

**Attachments (list documents supporting change):**

Time extension letter request from Metra

| CHANGE IN CONTRACT PRICE: | CHANGE IN CONTRACT TIMES: |
|---|---|
| Original Contract Price:<br>$3,298,115.00 | Original Contract Times: ☐ Working days ☒ Calendar days<br>Substantial completion (days or date): 8/27/2018<br>Ready for final payment (days or date): 10/26/2018 |
| Increase from previously approved Change Orders:<br>$0 | Increase from previously approved Change Orders<br>Substantial completion (days): 36<br>Ready for final payment (days): 36 |
| Contract Price prior to this Change Order:<br>$ | Contract Times prior to this Change Order:<br>Substantial completion (days or date): 8/27/18<br>Ready for final payment (days or date): 10/26/18 |
| Increase of this Change Order:<br>$ | Increase of this Change Order:<br>Substantial completion (days or date): 10/2/18<br>Ready for final payment (days or date): 12/1/18 |
| Contract Price incorporating this Change Order:<br>$ | Contract Times with all approved Change Orders:<br>Substantial completion (days or date): 10/2/18<br>Ready for final payment (days or date): 12/1/18 |

| RECOMMENDED: | ACCEPTED: | ACCEPTED: |
|---|---|---|
| By: [signature] | By: | By: [signature] |
| Engineer (Authorized Signature) | Owner (Authorized Signature) | Contractor (Authorized |
| Date: 7/3/18 | Date: | Date: 6/28/2018 |

Approved by Funding Agency (if applicable):

Date:

Metra Industries

50 Muller Place
Little Falls, New Jersey 07424
Tel: 973.812.0333
Fax: 973.812.6596

May 31, 2018

Barton & Loguidice, D.P.C.
637 Broadway, Suite 2B
Newburgh, New York 12550

Re: Liberty & Grand Streets Sewer Improvements

Attention: Matthew Scavarda

Matt,

As previously discussed, Metra is requesting a time extension as a result of design changes and extra work. The original schedule (attached) shows a completion date of July 19, 2018, whereas the completion schedule (attached) based on the design changes 1 and 2 and Extra Work as previously summarized and submitted now shows a completion date of October ~~12~~, 2, 2018. Metra therefore is requesting that the City of Newburgh grant a time extension to Metra for the duration of ~~85~~ calendar days.
36

Please contact us with any questions or concerns you may have.

Respectfully,

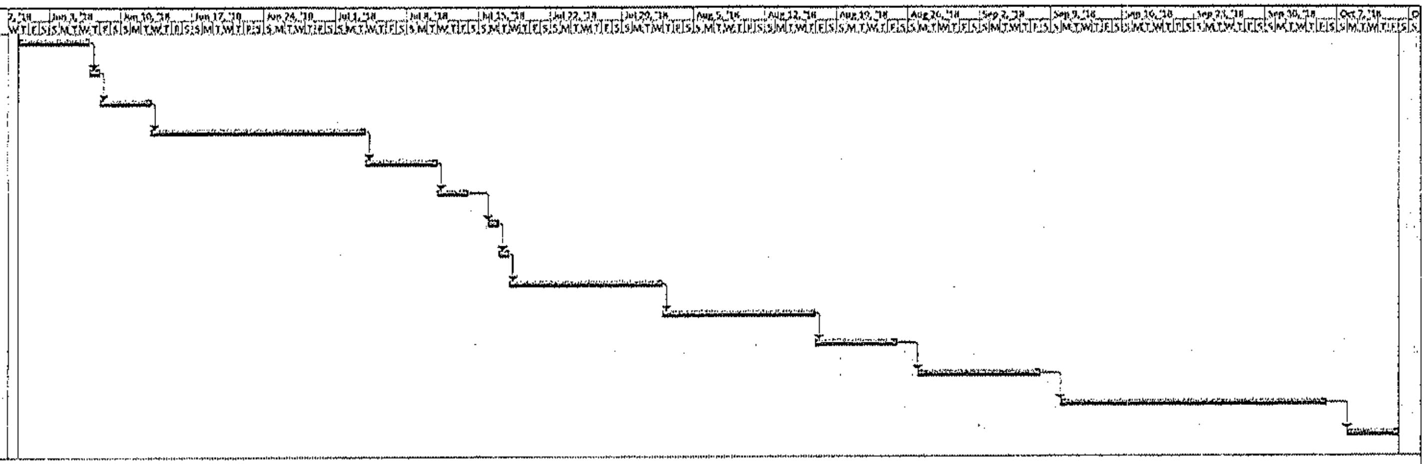
Jeff Dunn

C Jason Morris, City of Newburgh

/jsd

Transmittal Project Time Extension Request

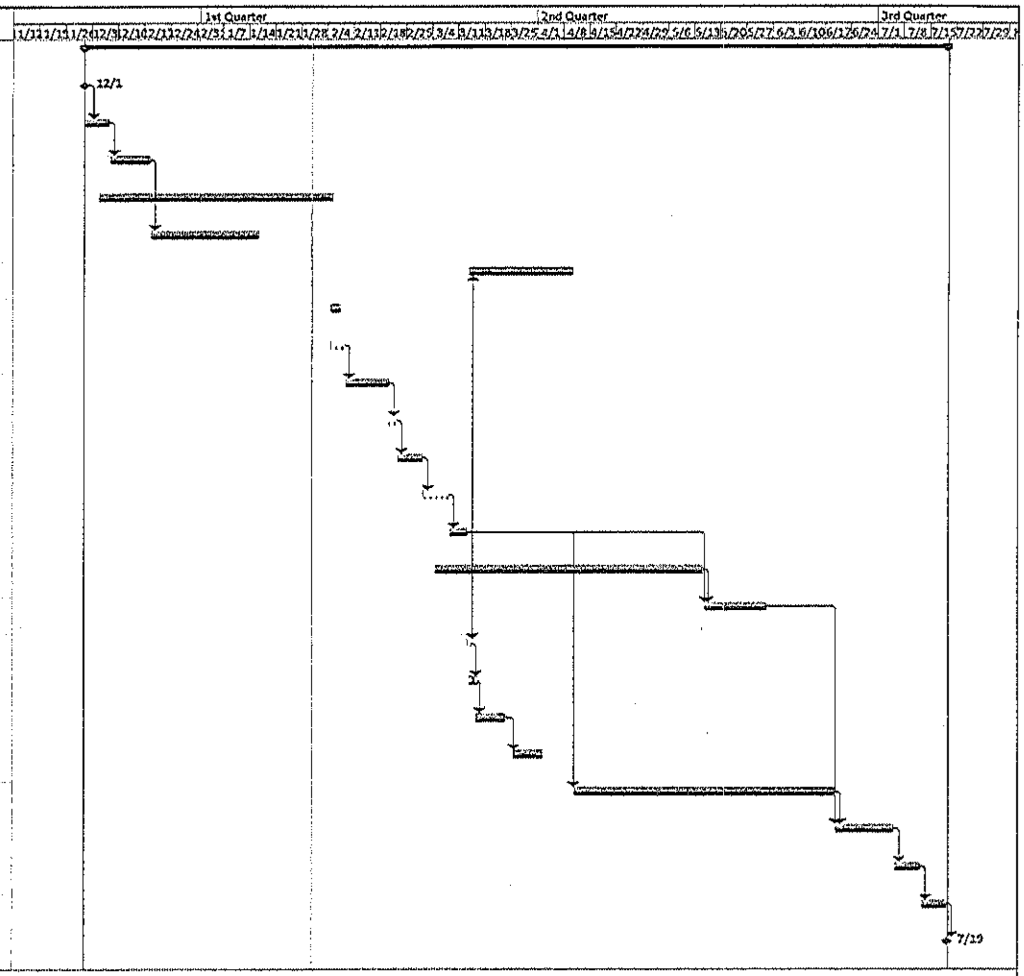
| ID | | Task Mode | Task Name | Duration | Start | Finish | Predecessors |
|---|---|---|---|---|---|---|---|
| 1 | | | sewer liberty 2.1 | 5 days | Thu 5/31/18 | Wed 6/6/18 | |
| 2 | | | sewer liberty 2.2 | 1 day | Thu 6/7/18 | Thu 6/7/18 | 1 |
| 3 | | | sewer grand 2.6 | 3 days | Fri 6/8/18 | Tue 6/12/18 | 2 |
| 4 | | | sewer hse connections | 15 days | Wed 6/13/18 | Tue 7/3/18 | 3 |
| 5 | | | storm liberty 3.1 | 5 days | Wed 7/4/18 | Tue 7/10/18 | 4 |
| 6 | | | storm liberty 3.2 | 3 days | Wed 7/11/18 | Fri 7/13/18 | 5 |
| 7 | | | storm 3.3 | 1 day | Mon 7/16/18 | Mon 7/16/18 | 6 |
| 8 | | | storm 3.4 | 1 day | Tue 7/17/18 | Tue 7/17/18 | 7 |
| 9 | | | storm 3.6 | 11 days | Wed 7/18/18 | Wed 8/1/18 | 8 |
| 10 | | | hse connections | 11 days | Thu 8/2/18 | Thu 8/16/18 | 9 |
| 11 | | | curb replacement | 6 days | Fri 8/17/18 | Fri 8/24/18 | 10 |
| 12 | | | sidewalk replacement | 10 days | Mon 8/27/18 | Fri 9/7/18 | 11 |
| 13 | | | paving | 20 days | Mon 9/10/18 | Fri 10/5/18 | 12 |
| 14 | | | line existing brick sewer | 5 days | Mon 10/8/18 | Fri 10/12/18 | 13 |



Project: newburgh completion es
Date: Thu 5/31/18

| | | | | | |
|---|---|---|---|---|---|
| Task | Summary | External Milestone | Inactive Summary | Manual Summary Rollup | Finish-only |
| Split | Project Summary | Inactive Task | Manual Task | Manual Summary | Deadline |
| Milestone | External Tasks | Inactive Milestone | Duration-only | Start-only | Progress |

| ID | Task Mode | Task Name | Duration | Start | Finish | Predecessors | Resource Names |
|---|---|---|---|---|---|---|---|
| 1 | | **Newburgh - Liberty & Grand Sewer** | **165 days** | **Fri 12/1/17** | **Thu 7/19/18** | | |
| 2 | | NTP | 0 days | Fri 12/1/17 | Fri 12/1/17 | | |
| 3 | | Mobilization | 5 days | Fri 12/1/17 | Thu 12/7/17 | 2 | |
| 4 | | Pre-con Video & Photos | 7 days | Fri 12/8/17 | Mon 12/18/17 | 3 | |
| 5 | | Shop Drawing Submissions/Approvals | 45 days | Tue 12/5/17 | Mon 2/5/18 | | |
| 6 | | Utility Mark Out | 21 days | Tue 12/19/17 | Tue 1/16/18 | 4 | |
| 7 | | Remove Bricks on Liberty Street | 20 days | Wed 3/14/18 | Tue 4/10/18 | 14 | |
| 8 | | Located laterals All Streets | 3 days | Mon 2/5/18 | Wed 2/7/18 | | |
| 9 | | Storm drain Installation existing manhole to 3A | 4 days | Mon 2/5/18 | Thu 2/8/18 | | |
| 10 | | Sanitary Sewer Installation 107A to 2A | 8 days | Fri 2/9/18 | Tue 2/20/18 | 9 | |
| 11 | | Sanitary Sewer Installation 2A to 3a | 2 days | Tue 2/20/18 | Thu 2/22/18 | 10 | |
| 12 | | Sanitary Sewer Installation 5A 274A | 5 days | Fri 2/23/18 | Thu 3/1/18 | 11 | |
| 13 | | Sanitary sewer Installation 107A to 9A | 5 days | Thu 3/1/18 | Thu 3/8/18 | 12 | |
| 14 | | Sanitary Sewer Installation 3A to 1A | 3 days | Fri 3/9/18 | Tue 3/13/18 | 13 | |
| 15 | | Lateral installation | 52 days | Mon 3/5/18 | Tue 5/15/18 | | |
| 16 | | Sanitary Sewer Testing | 13 days | Wed 5/16/18 | Fri 6/1/18 | 14,15 | |
| 17 | | Storm Drain Installation 4A to 352 | 1 day | Tue 3/13/18 | Wed 3/14/18 | 14 | |
| 18 | | Storm Drain Installation 277A to 354a | 1 day | Thu 3/15/18 | Thu 3/15/18 | 17 | |
| 19 | | Storm drain Installation 2a TO 323a | 6 days | Fri 3/16/18 | Fri 3/23/18 | 18 | |
| 20 | | Storm Drain Installation 323A to CB1 | 6 days | Mon 3/26/18 | Mon 4/2/18 | 19 | |
| 21 | | Sidewalk Restoration | 50 days | Wed 4/11/18 | Tue 6/19/18 | 14 | |
| 22 | | Paving Restoration | 12 days | Wed 6/20/18 | Thu 7/5/18 | 16,21 | |
| 23 | | Project Punch List | 5 days | Fri 7/6/18 | Thu 7/12/18 | 22 | |
| 24 | | Demobilization | 5 days | Fri 7/13/18 | Thu 7/19/18 | 23 | |
| 25 | | Contract completion Date | 0 days | Thu 7/19/18 | Thu 7/19/18 | 24 | |




Project: Liberty and Grand Streets
Date: Wed 1/31/18

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Task | | Summary | | External Milestone | | Inactive Summary | | Manual Summary Rollup | | Finish-only | |
| Split | | Project Summary | | Inactive Task | | Manual Task | | Manual Summary | | Deadline | |
| Milestone | | External Tasks | | Inactive Milestone | | Duration-only | | Start-only | | Progress | |

Page 1

# Change Order

**No. 2G**

Date of Issuance: 6/28/2018 Effective Date: 6/28/2018

| | | |
|---|---|---|
| Project: Liberty and Grand Streets Sewer Improvements | Owner: City of Newburgh | Owner's Contract No.: 1G |
| Contract: General Construction | | Date of Contract: October 23, 2017 |
| Contractor: Metra Industries, 50 Muller Pl. Little Falls Passaic New Jersey | | Engineer's Project No.: 1352.005.002 |

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: Additional costs associated with required design changes to avoid unknown existing underground Utilities.

**Attachments (list documents supporting change):**

Metra extra work order numbers 3, 8, 9, 10, 11, 12, 13, and design change letter.

| CHANGE IN CONTRACT PRICE: | CHANGE IN CONTRACT TIMES: |
|---|---|
| Original Contract Price:<br>$3,298,115.00 | Original Contract Times: ☐ Working days ☒ Calendar days<br>Substantial completion (days or date): 8/27/2018<br>Ready for final payment (days or date): 10/26/2018 |
| Increase from previously approved Change Orders:<br>$0 | Increase from previously approved Change Orders<br>Substantial completion (days): 36<br>Ready for final payment (days): 36 |
| Contract Price prior to this Change Order:<br>$3,298,115.00 | Contract Times prior to this Change Order:<br>Substantial completion (days or date): 8/27/18<br>Ready for final payment (days or date): 10/26/18 |
| Increase of this Change Order:<br>$71,354.58 | Increase of this Change Order:<br>Substantial completion (days or date): 10/2/18<br>Ready for final payment (days or date): 12/1/18 |
| Contract Price incorporating this Change Order:<br>$3,369,469.58 | Contract Times with all approved Change Orders:<br>Substantial completion (days or date): 10/2/18<br>Ready for final payment (days or date): 12/1/18 |

| RECOMMENDED: | ACCEPTED: | ACCEPTED: |
|---|---|---|
| By: | By: | By: JSO |
| Engineer (Authorized Signature) | Owner (Authorized Signature) | Contractor (Authorized |
| Date: 7/3/18 | Date: | Date: 6/28/2018 |

Approved by Funding Agency (if applicable):

______________________________________________ Date: ________________

## Liberty and Grand Streets Sewer Improvements Project
## Contract 1 - General Construction

### Change Order No. 1G - 1

| Item No. | Description | Reason for Change | Unit Quantity | $/Unit | Total Cost | Adjusted Time (Days) |
|---|---|---|---|---|---|---|
| EW 3 | Modify MH #5 | Pipe alignment change due to utility conflict | 1 ls | $2,911.83 | $2,911.83 | 0 |
| EW 8 | Modify MH #281A | Pipe alignment change due to utility conflict | 1 ls | $2,911.83 | $2,911.83 | 0 |
| EW 9 | Modify DMH #4 | Pipe alignment change due to utility conflict | 1 ls | $1,455.91 | $1,455.91 | 0 |
| EW 10 | 2" Water Service | Repair damaged unmarked water service | 1 ls | $3,294.58 | $3,294.58 | 0 |
| EW 11 | Water Main repair | Contractor assisted city to repair water main | 1 ls | $3,679.48 | $3,679.48 | 0 |
| EW 12 | Unmarked utilities | Contractor supported unmarked utilities | 1 ls | $11,531.02 | $11,531.02 | 0 |
| EW 13 | Design Change | Remove and reinstall new storm sewer | 1 ls | $13,178.31 | $13,178.31 | 0 |
| DC 2 | Design Change | Additional costs resulting from design changes of the storm sewer | 1 ls | $32,391.62 | $32,391.62 | None |
| | | | | | | |
| | | Total This Change Order: | | | $71,354.58 | |

| | | | |
|---|---|---|---|
| Original Contract Amount | $ | 3,298,115.00 | 0 |
| Change Order No. 1A-2 | $ | 71,354.58 | 0 |
| **Revised Contract Amount** | **$** | **3,369,469.58** | **0** |

RESOLUTION NO.: 195 - 2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO A CONTRACT WITH BARTON & LOGUIDICE, D.P.C. FOR PROFESSIONAL ENGINGEERING SERVICES IN AN ADDITIONAL AMOUNT NOT TO EXCEED $254,000.00 FOR ADDITIONAL CONSTRUCTION PHASE ADMINISTRATION SERVICES IN THE LIBERTY STREET AND GRAND STREET SANITARY SEWER IMPROVEMENTS PROJECT

WHEREAS, the City of Newburgh has experienced failures in the combined sanitary sewer system in the vicinity of Liberty Street and Grand Streets which has resulted in repeated sewer backups to residences, and deteriorated sewer mains on Liberty and Grand Streets; and

WHEREAS, Liberty Street and Grand Street Sanitary Sewer Improvements Project ("the Project") was listed on the New York State Environmental Facilities Corporation ("EFC") multi-year intended use plan as Project No. C3-7332-09-00 with a score sufficient to qualify for Project financing through EFC's traditional loan programs; and

WHEREAS, the EFC's Storm Mitigation Loan Program ("SMLP") offers a financing option for the Project consisting of a combination of 25% grant funding and 75% zero-interest loans which provide a potential Project savings to the City of 25% of the total project cost of approximately $300,000.00, and by Resolution No.: 28-2014 of February 10, 2014, this Council authorized the Interim City Manager to execute a contract with Barton & Loguidice, D.P.C. for professional engineering services necessary to complete the application for the grant funding at a cost not to exceed $19,900.00; and

WHEREAS, by Resolution No.: 29-2014 of February 10, 2014, this Council authorized the Interim City Manager to apply for and accept if awarded a grant and zero interest loan financing from the EFC SMLP in an estimated Project cost of $1,150,800.00, and upon the award of such funding to enter into and execute a documents and contracts with the EFC for said purposes and further, to carry out and comply with the terms of such project agreement(s); and

WHEREAS, by Resolution No. 289-2014 of November 24, 2014, this Council authorized the City Manager to execute an agreement for professional engineering services with Barton & Loguidice, D.P.C. in an amount not to exceed $256,600.00 for the design and construction inspection services of new sewer and stormsewers for Liberty, Grand, Clinton and Montgomery Streets and assistance to secure funding awarded under the EFC SMLP for the Liberty Street and Grand Street Sanitary Sewer Improvements Project; and

WHEREAS, by Resolution No. 48-2015 of March 23, 2015, the City Council authorized the City Manager to execute an amendment to the agreement for professional engineering services with Barton & Loguidice, D.P.C. for the administration of CDBG-DR program funds in connection with funding awarded under the EFC SMLP for the Project; and

WHEREAS, due to the discovery of unknown existing underground utilities encountered during construction design changes were required for the Project resulting in the need for an extension of time of 36 days to complete the Project and the additional work further requires a contract for additional construction phase professional engineering services for the Project with Barton & Loguidice, D.P.C. in an amount not to exceed $254,000.00; and

WHEREAS, funding for the additional professional engineering services shall be derived from HG1.8120.0200.8202.2015 -Equipment/Infrastructure.Liberty/Grand St Sewer Improvement Proj.2015 Year; and

WHEREAS, this Council has determined that amending the professional engineering services contract with Barton & Loguidice to include the additional construction phase professional engineering services for the Project under the terms of the proposal and contract amendment as attached hereto 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 an amendment to the agreement for professional engineering services with Barton & Loguidice, D.P.C. for the scope of work outlined in the proposal dated July 25, 2018 in an amount not to exceed $254,000.00, with other provisions as Corporation Counsel may require, for the additional construction phase professional engineering services for the Project for the Liberty Street and Grand Street Sanitary Sewer Improvements Project.

195-18

Barton
& Loguidice

July 25, 2018

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

Re: Proposal for Additional Construction Phase Professional Services
Liberty & Grand Street Sewer Improvement Project
City of Newburgh, Orange County, New York
File: P702.2976

Dear Mr. Morris:

Barton & Loguidice, D.P.C. (B&L) is pleased to continue working with the City on this project. This project includes 1) Separation of Sanitary & Storm Sewers upstream of CSO#008 through the construction of a separate sanitary sewer, 2) Reconstruction of portions of Liberty, Grand & Clinton Streets, and 3) The potential to reduce wet-weather sanitary sewer overflows, which is a goal of the City's Long Term Control Plan.

As has been discussed during previous conversations and with the NYSEFC, due to the order of magnitude of the improvements, the construction of the improvements, as scheduled by the Contractor, are predicted to take longer than initially thought. Based upon recent discussions with the City, the Contractor is required to reach final completion by December 1, 2018. The Notice to Proceed was issued on November 30, 2017, so the total construction time is anticipated to be 364 days.

In our agreement dated November 24, 2014 authorized by City Council Resolution 289-2014, B&L included construction phase services for an anticipated construction duration of 4.5 months, and 800 hours of onsite observation. The extent of the improvements will require full time construction observation for the full period of 364 calendar days and compliance with the funding agencies requirements.

B&L proposes the following additional scope of services to complete the project:

637 Broadway, Suite 2B, Newburgh, NY 12550 • Office: 845-391-8360 • Fax: 845-391-8361 • BartonandLoguidice.com


The experience to **listen**
The power to **solve**

B
&L

**Scope of Services:**

1. B&L will continue to assist the City with the appropriate NYSEFC paperwork including:

   - Complete and submit EPA DBE Form 6100-3 for each M/WBE subcontractor/subconsultant contacted for work under our Engineering Agreement;
   - Complete and submit the M/WBE Utilization Plan for our Engineering Agreement;
   - Complete and submit EPA DBE Form 6100-4 along with M/WBE Utilization Plan;
   - Complete and submit the EEO Staffing Plan for our Engineering Agreement

2. B&L will continue to assist the City with the appropriate NYSEFC CDBG-DR compliance and paperwork including:

   - Prepare program/project budgets and schedules including amendments in accordance with Community Development Block Grant (CDBG) guidelines.
   - Prepare Quarterly, Annual Reports or other required reports in a timely manner for submittal by the City to the NYS Homes and Community Renewal (HCR).
   - Develop a list of monthly deadlines dates for the submittal of invoices to the City for approval and payment and advise City officials as to when CDBG funds would be released.
   - Assist the City "in completion of various forms, notifications, publications, or other paperwork as required by the NYS Homes and Community Renewal to satisfy all Community Block Grant regulations.
   - Attendance at all monitoring visits of the NYS Homes and Community Renewal personnel.
   - Assist the City in monitoring prevailing wage rate and labor standard compliance, as needed.
   - Coordinate the completion of a single audit with a qualified auditor as required by Federal Agencies, if appropriate. Audit costs are not included.
   - Assist City in gathering data for the project per CDBG guidelines.

3. Additional Construction Administration Services:

   A. Attend additional project meetings with the contractor's representatives, the City Engineer, and make periodic site visits to the project site during construction of the project, and advise the City regarding construction related issues. Fifteen (15) additional project progress meetings are assumed.

B&L

B. Review contractor's payment applications and submit same to the City for processing and prepare change orders, if necessary.

4. Construction Observation Services:

A. Conduct full-time on-site construction observation (CO) of the work in progress during the installation of the proposed work. The CO will not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work. It is anticipated that construction of the proposed improvements will require an additional seven and a half (7.5) months to complete. As such, B&L will provide full time construction observation, 8 hours a day for an additional 1,200 hours of observation services. We have also included an additional 80 hours for development of a final punchlist. The total additional time would thus be 1,280 hours. Please note that this figure does not include the originally contracted 800 hours of construction observation services. Some of these hours will be subcontracted to our WBE sub consultant, Geovation Engineering. Additional hours beyond the assumed amount would be billed at $125/hr at the time of service.

1. The CO would prepare a daily report that would record the contractor's hours at the job site, daily activities and progress of work.
2. The CO will be present during connections to existing sewer mains, and borings to verify that is in accordance with the Plans, Contract Documents and intended function.
3. The CO will be present during testing of the installed works, i.e. new sewer and sanitary manholes.
4. The CO will have identifiable markings (hard hat, safety vest, photo ID) on them on-site so as to be known.

B. The amount of time required for construction administration and observation is dependent on the contractor's progress and final scope of the construction project. Based on our experience, and the schedule submitted by the Contractor, we have estimated the time required for construction administration and observation accordingly. If construction observation hours exceed the allocation above, or if the construction period extends beyond the December 1, 2018 expectation, further construction observation and administration would be provided as an additional service.

**Fee for Services:**

The proposed fee for engineering services outlined above would be as follows:

| | |
|---|---|
| Additional CWSRF Funding Reporting/Compliance | \$ 5,000 Lump Sum |
| Additional GOSR/CDBG Funding Reporting/Compliance | \$ 7,000 Lump Sum |
| Additional Construction Administration Services | \$ 70,000 Lump Sum |
| Additional Construction Observation Services & Expenses | \$ 172,000 Time & Expense |
| **TOTAL** | \$ 254,000 |

For the Scope of Services presented above, Barton & Loguidice, D.P.C (B&L) proposes to be compensated, as identified above, on either a Lump Sum or a Time and Expense basis in accordance with our standard billing rate schedule in effect at the time services are rendered. If additional services are required, B&L will request the City's authorization under a separate supplement to proceed forward. We will not bill beyond this amount without a change in scope and prior approval of the City Council.

We will provide a contract for execution similar to our other projects with the City if the City agrees with our approach and scope of services.

We appreciate this opportunity to continue to provide further professional services to the City. Should you have any questions or if you would like to discuss the project, please do not hesitate to contact Roy Richardson or me.

Very truly yours,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher, P.E.
Senior Vice President

RAR/tmr2

RESOLUTION NO.: 196 - 2018

OF

AUGUST 13, 2018

RESOLUTION AMENDING RESOLUTION NO: 333-2017, THE 2018 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO TRANSFER $80,000.00 FROM WATER FUND CONTIGENCY TO WATER DISTRIBUTION – OTHER EXPENSES TO FUND A WATER MAIN INVESTIGATION

WHEREAS, adjustments to the 2018 Budget are necessary to fund expenses related to the emergency investigation of a water main condition; 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:

| | | Decrease | Increase |
|---|---|---|---|
| F.1900.1900 | Contingency | $80,000.00 | |
| F.8330.0448 | Water Distribution<br>Other Services | | $80,000.00 |
| | TOTAL: | $80,000.00 | $80,000.00 |

RESOLUTION NO.: 197 -2018

OF

AUGUST 13, 2018

A RESOLUTION AMENDING THE 2018 PERSONNEL ANALYSIS BOOK TO ADD ONE WATER MAINTENANCE SUPERVISOR TO DISTRIBUTION IN THE CITY OF NEWBURGH WATER DEPARTMENT

WHEREAS, the Water Superintendent has requested to eliminate the positions of Assistant Maintenance Mechanic and Operator Trainee in the 8330 Purification division to fund the addition of one Water Maintenance Supervisor in the 8340 Distribution division to promote efficiency in the Water Department; and

WHEREAS, the proposed elimination the positions of Assistant Maintenance Mechanic and Operator Trainee in the 8330 Purification Division and the addition of one Water Maintenance Supervisor to the 8340 Distribution division of the Water Department 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 eliminate the positions of Assistant Maintenance Mechanic and Operator Trainee in the 8330 Purification division and to add one Water Maintenance Supervisor in the 8340 Distribution division in the City of Newburgh Water Department.

197-18

# WATER MAINTENANCE SUPERVISOR

**GENERAL STATEMENT OF DUTIES:**
Directs and supervises the construction, maintenance and repair of water distribution systems, fixtures and equipment; does related work as required.

**DISTINGUISHING FEATURES OF THE CLASS:**
This position involves responsibility for planning, supervising and participating in the installation, repair and replacement of water mains, valves, hydrants and meters. Works basically independently under the general direction of the Superintendent of the Water Department and in accordance with established policies and standardized procedures of the trade. Supervision is exercised over motor equipment operators, maintenance men and maintenance laborers. Employees in this class must be available for emergency repairs at all times to the water distribution system.

**EXAMPLES OF WORK: (Illustrative only)**
Assigns, supervises and inspects the work of employees engaged in the repair, maintenance, installation and replacement of water system equipment; Directs the caulking, repair and replacement of pipes and mains; Directs the replacement of bituminous material and concrete for street openings; Directs the tapping of mains for extension of consumer water services; Directs cleaning of mains, valves, hydrants and other fixtures; Requisitions tools and equipment; Directs the investigation of' complaints of water stoppages or breaks in mains; Responds to emergency repair calls.

**REQUIRED KNOWLEDGES, SKILLS AND ABILITIES:**
Thorough knowledge of tools, materials, equipment and terminology used in water distribution systems; good knowledge of hydraulics as related to water distribution; good knowledge of installation, repair and maintenance of water distribution fixtures; ability to plan and supervise the work of others; ability to make routine laboratory and field tests far control of plant operation; ability to understand and follow complex oral and written directions; ability to work from plans and blueprints; reliability; mental alertness; god physical condition.

**ACCEPTABLE TRAINING AND EXPERIENCE:**
Four years of responsible experience in the installation, maintenance and repair of a water distribution .system and graduation from a standard high school, or equivalent diploma; or any equivalent combination of training and experience as described above.

**SPECIAL REQUIREMENT FOR ACCEPANCE OF APPLICATION:**
Eligibility for a New York State operator's license. Possession of the license is required for appointment and throughout the employment of the incumbent.

Municipal Service Division
December 1975

APPENDIX A

PAGE 5

SALARY TITLES AND GRADE ALLOCATIONS (CONT'D)

| TITLE | GRADE |
|---|---|
| STENOGRAPHER | 2 |
| SUPERVISING CASHIER | 14 |
| TRAFFIC EQUIPMENT SERVICER | 11 |
| TRAFFIC EQUIPMENT SUPERVISOR | 21 |
| TREE TRIMMER | 15 |
| TYPIST | 1 |
| WATER MAINTENANCE MECHANIC | 14 |
| WATER MAINTENANCE WORKER | 4 |
| WATER MAINTENANCE SUPERVISOR | 19 |
| WATER METER READER | 4 |
| WATER METER REPAIR SERVICER | 4 |
| WATER TREATMENT PLANT OPERATOR | 20 |
| WATER TREATMENT PLANT OPERATOR TRAINEE | 10 |
| WORKING SUPERVISOR | 15 |
| YOUTH SERVICES COORDINATOR | 19 |
| YOUTH SERVICES SPECIALIST | 4 |

APPENDIX A



SALARY TITLES AND GRADE ALLOCATIONS (CONT'D)

| TITLE | GRADE |
|---|---|
| STENOGRAPHER | 2 |
| SUPERVISING CASHIER | 14 |
| TRAFFIC EQUIPMENT SERVICER | 11 |
| TRAFFIC EQUIPMENT SUPERVISOR | 21 |
| TREE TRIMMER | 15 |
| TYPIST | 1 |
| WATER MAINTENANCE MECHANIC | 14 |
| WATER MAINTENANCE WORKER | 4 |
| WATER MAINTENANCE SUPERVISOR | 19 |
| WATER METER READER | 4 |
| WATER METER REPAIR SERVICER | 4 |
| WATER TREATMENT PLANT OPERATOR | 20 |
| WATER TREATMENT PLANT OPERATOR TRAINEE | 10 |
| WORKING SUPERVISOR | 15 |
| YOUTH SERVICES COORDINATOR | 19 |
| YOUTH SERVICES SPECIALIST | 4 |

RESOLUTION NO.: 198______-2018

OF

AUGUST 13, 2018

RESOLUTION AMENDING RESOLUTION NO: 333-2017, THE 2018 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO ADJUST THE WATER FUND FOR FUNDS RECEIVED FROM THE SALE OF A SURPLUS WATER METER

WHEREAS, by Resolution No. 342-2017 of December 11, 2017, the City Council declared as surplus a SENSUS 6 inch OMNI C2 water meter and authorized the sale of said water meter to a water supply customer for the amount of $5,443.61; and

WHEREAS, the sales price for the water fund has been received and allocated to miscellaneous revenue; and

WHEREAS, it is necessary to adjust the 2018 Budget to reflect the receipt of the of the water meter sale revenue; 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:

| | Increase |
|---|---|
| Revenue F.0000.2700 – Miscellaneous Revenue | $5,443.61 |
| Expense F.8310.0205 - Other Equipment | $5,443.61 |
| TOTAL: | $5,443.61 |

198-18

RESOLUTION NO.: 342 - 2017

OF

DECEMBER 11, 2017

A RESOLUTION DECLARING A SENSUS 6 INCH OMNI C2 WATER METER AS SURPLUS AND AUTHORIZING DISPOSITION TO A CITY OF NEWBURGH WATER SUPPLY CUSTOMER FOR THE AMOUNT OF $5,443.61

WHEREAS, the City of Newburgh Water Department has reported that it is in possession of one SENSUS 6 inch OMNI C2 water meter bearing serial no. 74908396 and register ID no. 71697581 which is of no use by the City of Newburgh; and

WHEREAS, it has been determined that said water meter cannot be used by any other department but can be used to replace a meter of an existing City of Newburgh water supply customer; and

WHEREAS, selling said water meter to the existing customer for the amount of $5,443.61 will avoid a 4-week wait for a meter directly from SENSUS and this Council has determined that disposing of the surplus meter to the 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 one SENSUS 6 inch OMNI C2 water meter bearing serial no. 74908396 and register ID no. 71697581 be and is hereby declared to be surplus and of no further use to the City of Newburgh; and

BE IT FURTHER RESOLVED, that said water meter shall be sold to a City of Newburgh water supply customer for the amount of $5,443.61.

RESOLUTION NO.: ___199___ - 2018

OF

AUGUST 13, 2018

RESOLUTION AMENDING RESOLUTION NO: 333-2017,
THE 2018 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO TRANSFER
$130,000.00 FROM AVAILABLE PERSONNEL SAVINGS BASED ON THE
COMPTROLLER'S ANALYSIS FROM THE WATER DEPARTMENT FUND(S)
AND AMENDING THE 2018 WATER BUDGET BY INCREASING APPROPRIATED
WATER FUND BALANCE AND PFOS LIGITATION BY $670,000 TO COVER
ANTICIPATED PFOS EXPENSES THROUGH 2018

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:

ADJUSTMENT ENTRY

| | | Decrease | Increase |
|---|---|---|---|
| F.8310.0100 | Salary | $26,794.52 | |
| F.8310.0830 | ER Tax | $ 3,881.02 | |
| F.8310.0860 | Health Insurance | $ 2,870.20 | |
| F.8310.0870 | Life Insurance | $ 331.84 | |
| F.8310.0880 | Eye and Dental | $ 1,376.90 | |
| F.8320.0830 | ER Tax | $ 640.89 | |
| F.8320.0860 | Health Insurance | $11,508.22 | |
| F.8320.0880 | Eye and Dental | $ 0.36 | |
| F.8320.0891 | EAP | $ 11.98 | |
| F.8330.0100 | Salary | $82,584.07 | |
| F.1420.0448.0001 | PFOS Litigation | | $130,000.00 |
| | TOTAL: | $130,000.00 | $130,000.00 |

AMENDMENT ENTRY

| | | |
|---|---|---|
| F.0000.0599.0100 | Appropriated Fund Balance | $670,000.00 |
| F.0000.1420.0448.0001 | PFOS Litigation | $670,000.00 |

RESOLUTION NO.: 200 - 2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH PRUDENTIAL INSURANCE COMPANY TO PROVIDE LIFE INSURANCE COVERAGE FOR EMPLOYEES CURRENTLY COVERED FOR A TWO YEAR RENEWAL PERIOD

WHEREAS, the City of Newburgh provides life insurance coverage to its non-bargaining unit employees, sworn police officers and firefighters; and

WHEREAS, by Resolution No. 68-2008 of April 28, 2008, the City Council determined to consolidate life insurance coverage with one company and authorized the City Manager to enter into a contract with Prudential Insurance Company to provide coverage to those City employees as required by collective bargaining agreement and/or resolution; and

WHEREAS, by Resolution No. 50-2016 of March 14, 2016, the City Council authorized a renewal agreement with Prudential Insurance Company the renewal period beginning June 1, 2016 and ending May 31, 2018 with no increase in premium cost; and

WHEREAS, Prudential Insurance Company has provided the City with contract for the renewal period beginning June 1, 2018 and ending May 31, 2020 with no increase in premium cost; and

WHEREAS, it is in the best interests of the City of Newburgh to enter into an agreement for the renewal period with Prudential Insurance Company to provide such coverage and appropriate and necessary related services;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager is hereby authorized to enter into a contract with Prudential Insurance Company to provide life insurance coverage for the renewal period beginning June 1, 2018 and ending May 31, 2020 with no increase in premium cost.

RESOLUTION NO.: 201 - 2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A LEASE AGREEMENT WITH RICOH USA, INC.
FOR COPIERS IN THE POLICE DEPARTMENT, FIRE DEPARTMENT AND CODE
COMPLIANCE BUREAU AT A COST OF $972.56 PER MONTH
FOR A PERIOD OF 36 MONTHS

WHEREAS, the City of Newburgh's Police Department, Fire Department and Code Compliance Bureau are in need of new lease agreements for copiers to perform their statutory duties, assigned tasks and day-to-day operations; and

WHEREAS, a review of available equipment and systems has identified RICOH copiers to be the most appropriate and cost-effective alternative; and

WHEREAS, the total monthly cost of the copiers is $972.56 and the lease period is for 36 months; and

WHEREAS, such funds are established and shall be derived from Budget Line A.1670.0400; and

WHEREAS, a copy of said Lease is attached hereto; and

WHEREAS, this Council has reviewed the Lease and determined that it is in the best interests of the City of Newburgh to enter into such Lease;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to execute a Lease in substantially the same form as annexed hereto so as to acquire RICOH copiers and related services from RICOH USA, Inc. according to the terms therein stated at the cost of $972.56 per month for 36 months.

201-18

# RICOH

# City of Newburgh

## U.S. Communities Program Contract # 4400003732

Schedule B to Ricoh Master Pricing Agreement

Terms & Conditions to reference Ricoh Master Agreement.

**Pricing Approved on December 15th, 2017**

| Copies Prints Developments Per Minute | Ricoh Equipment and Options | R12 VPN Number | MSRP List Price | (36) Month Monthly Cost (Excludedes Lease Finance Cost) |
|---|---|---|---|---|
| 1 **22 Grand St. - Fire Department** | | | | |
| 40 | **MP 4055SP** | **417756** | **$3,675.00** | |
| | Paper Feed Unit PB3220 | 417268 | $491.00 | |
| | Internal Finisher SR3130 | 417589 | $380.00 | |
| | Fax Option Type M29 | 417865 | $567.00 | |
| | ESP XG-PCS-15D (120 Volt, 15 Amp) | 006428MIU | $138.00 | |
| | | | **$5,251.00** | **$145.86** |

| Copies Prints Developments Per Minute | Ricoh Equipment and Options | R12 VPN Number | MSRP List Price | (36) Month Monthly Cost (Excludedes Lease Finance Cost) |
|---|---|---|---|---|
| 2 **55 Broadway - 1st Floor (Police)** | | | | |
| 40 | **MP 4055SP** | **417756** | **$3,675.00** | |
| | Paper Feed Unit PB3220 | 417268 | $491.00 | |
| | Internal Finisher SR3130 | 417589 | $380.00 | |
| | Fax Option Type M29 | 417865 | $567.00 | |
| | ESP XG-PCS-15D (120 Volt, 15 Amp) | 006428MIU | $138.00 | |
| | | | **$5,251.00** | **$145.86** |

| Copies Prints Developments Per Minute | Ricoh Equipment and Options | R12 VPN Number | MSRP List Price | (36) Month Monthly Cost (Excludedes Lease Finance Cost) |
|---|---|---|---|---|
| 3 **55 Broadway - 2nd Floor (Police)** | | | | |
| B&W: 35<br>Color: 35 | **MP C3504EX** | **417989** | **$5,907.00** | |
| | Paper Feed Unit PB3240 | 408112 | $542.00 | |
| | Internal Finisher SR3130 | 417589 | $380.00 | |
| | Fax Option Type M19 | 417510 | $734.00 | |
| | ESP XG-PCS-15D (120 Volt, 15 Amp) | 006428MIU | $138.00 | |
| | | | **$7,701.00** | **$213.92** |

| Copies Prints Developments Per Minute | Ricoh Equipment and Options | R12 VPN Number | MSRP List Price | (36) Month Monthly Cost (Excludedes Lease Finance Cost) |
|---|---|---|---|---|
| 4 **123 Grand St. - 1st Floor** | | | | |
| 40 | **MP 4055SP** | **417756** | **$3,675.00** | |
| | Paper Feed Unit PB3220 | 417268 | $491.00 | |
| | Finisher SR3210 | 41783 | $708.00 | |
| | Bridge Unit BU3070 | 417587 | $136.00 | |
| | Fax Option Type M29 | 417865 | $567.00 | |
| | ESP XG-PCS-15D (120 Volt, 15 Amp) | 006428MIU | $138.00 | |
| | | | **$5,715.00** | **$158.75** |

| Copies Prints Developments Per Minute | Ricoh Equipment and Options | R12 VPN Number | MSRP List Price | (36) Month Monthly Cost (Excludedes Lease Finance Cost) |
|---|---|---|---|---|
| 5 **129 South Robinson Ave. - NARCO** | | | | |
| **B&W: 35**<br>**Color: 35** | **MP C3504EX** | **417989** | **$5,907.00** | |
| | Paper Feed Unit PB3240 | 408112 | $542.00 | |
| | Internal Finisher SR3130 | 417589 | $380.00 | |
| | Fax Option Type M19 | 417510 | $734.00 | |
| | ESP XG-PCS-15D (120 Volt, 15 Amp) | 006428MIU | $138.00 | |
| | | | **$7,701.00** | **$213.92** |

| Equipment Purchase Price | (36) Month Monthly Cost (Excludedes Lease Finance Cost) |
|---|---|
| **$31,619.00** | **$878.31** |

| (48) Month Monthly Cost (Excludedes Lease Finance Cost) |
|---|
| |
| $109.40 |

| Ricoh Month All-Inclusive CPC Service Plan (Excludes Paper) | Committed B&W Prints Per Month | Committed Monthly Per Print Cost |
|---|---|---|
| B&W $.0080 | 5,000 | $40.00 |
| | | $40.00 |

| (48) Month Monthly Cost (Excludedes Lease Finance Cost) |
|---|
| |
| $109.40 |

| Ricoh Month All-Inclusive CPC Service Plan (Excludes Paper) | Committed B&W Prints Per Month | Committed Monthly Per Print Cost |
|---|---|---|
| B&W $.0080 | 5,000 | $40.00 |
| | | $40.00 |

| (48) Month Monthly Cost (Excludedes Lease Finance Cost) |
|---|
| |
| $160.44 |

| Ricoh Month All-Inclusive CPC Service Plan (Excludes Paper) | | Committed B&W Prints Per Month | Committed Monthly Per Print Cost |
|---|---|---|---|
| B&W<br>Color | $0.0080<br>$0.0500 | 5,000 | $40.00 |
| | | | $40.00 |

Ricoh Month All-Inclusive

| (48) Month Monthly Cost (Excludedes Lease Finance Cost) |
|---|
| |
| $119.06 |

| Ricoh Month All-Inclusive CPC Service Plan (Excludes Paper) | Committed B&W Prints Per Month | Committed Monthly Per Print Cost |
|---|---|---|
| B&W $.0080 | 5,000 | $40.00 |
| | | $40.00 |

| (48) Month Monthly Cost (Excludedes Lease Finance Cost) |
|---|
| |
| $160.44 |

| Ricoh Month All-Inclusive CPC Service Plan (Excludes Paper) | | Committed B&W Prints Per Month | Committed Monthly Per Print Cost |
|---|---|---|---|
| B&W | $0.0080 | 5,000 | $40.00 |
| Color | $0.0500 | 0 | |
| | | | $40.00 |

| (48) Month Monthly Cost (Excludedes Lease Finance Cost) |
|---|
| $658.73 |

| Committed B&W Prints Per Month | Committed Monthly Per Print Cost |
|---|---|
| 25,000 | $200.00 |

RICOH

Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

# U.S. Communities Product Schedule

**Product Schedule Number:** ____________________

**Master Lease Agreement Number:** ____________

This U.S. Communities Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and CITY OF NEWBURGH, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the U.S. Communities Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and ______________________. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

## CUSTOMER INFORMATION

| | |
|---|---|
| Customer (Bill To): CITY OF NEWBURGH | Billing Contact Name: Nicholas Crispino |
| Product Location Address: 55 BROADWAY | Billing Address *(if different from location address)*: 83 BROADWAY FL 2 |
| City: NEWBURGH; County: ; State: NY; Zip: 12550-5613 | City: NEWBURGH; County: ; State: NY; Zip: 12550-5617 |

| Billing Contact Telephone Number | Billing Contact Facsimile Number | Billing Contact E-Mail Address |
|---|---|---|
| (845) 569-7326 | | OSC.Default@Ricoh-USA.Com |

## PRODUCT/EQUIPMENT DESCRIPTION ("Product")

| Qty | Product Description: Make & Model |
|---|---|
| 1 | RICOH MP4055SP BRANDING SET |
| 1 | RICOH MPC3504EX BRANDING SET |
| | |
| | |
| | |
| | |
| | |

| Qty | Product Description: Make & Model |
|---|---|
| | |
| | |
| | |
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| | |
| | |

## PAYMENT SCHEDULE

| Minimum Term *(months)* | Minimum Payment *(Without Tax)* | Minimum Payment Billing Frequency | Advance Payment |
|---|---|---|---|
| 36 | $ 972.56 | ☑ Monthly<br>☐ Quarterly<br>☐ Other: ________ | ☐ 1st Payment<br>☐ 1st & Last Payment<br>☐ Other: ________ |

Sales Tax Exempt: ☑ YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) ____________

Addendum(s) attached: ☑ YES (check if yes and indicate total number of pages: 1 )

## TERMS AND CONDITIONS

1. The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."

2. You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE,** except as otherwise expressly provided in any provision of the Lease Agreement. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**

3. Additional Provisions (if any) are: ____________________________________________

**THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.**

| **CUSTOMER** | **Accepted by: RICOH USA, INC.** |
|---|---|
| By: **X** ____________________ | By: ____________________ |
| *Authorized Signer Signature* | *Authorized Signer Signature* |
| Printed Name: ____________________ | Printed Name: ____________________ |
| Title: ______________ Date: ________ | Title: ______________ Date: ________ |

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RICOH

Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

# Additional Equipment/Product and/or Multiple Location Addendum

This ADDITIONAL EQUIPMENT/PRODUCT and/or MULTIPLE LOCATION ADDENDUM (this "Addendum"), dated as of the 18 day of July, 2018, is to that certain agreement/product schedule no. ________ - ________ (the "Agreement"), between Ricoh USA, Inc. ("we" or us") and CITY OF NEWBURGH as customer ("Customer" or "you").

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. The equipment/product description and location set forth in the Agreement shall refer to, and/or include, the equipment/product and locations listed below:

**EQUIPMENT/PRODUCT DESCRIPTION & LOCATION**

| Qty | Description: Make& Model | Street Address/City/State/Zip (complete only if address is different from Equipment/Product Location Address on Agreement) | | |
|---|---|---|---|---|
| 1 | RICOH MP4055SP BRANDING SET | 123 GRAND ST | | |
| | | NEWBURGH | NY | 12550-4678 |
| 1 | RICOH MPC3504EX BRANDING SET | 129 S ROBINSON AVE | | |
| | | NEWBURGH | NY | 12550-5821 |
| 1 | RICOH MP4055SP BRANDING SET | 22 GRAND ST | | |
| | | NEWBURGH | NY | 12550-5626 |
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2. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

| **CUSTOMER** | | **Ricoh USA, Inc.** | |
|---|---|---|---|
| X | | | |
| *Authorized Signature* | Date | *Authorized Signature* | Date |
| | | | |
| Print Authorized Signer Name | Title | Print Authorized Signer Name | Title |

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RICOH

Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

# U.S. Communities Master Lease Agreement

**Number:** ____________________

**CUSTOMER INFORMATION**

| | | | | |
|---|---|---|---|---|
| Full Legal Name<br>CITY OF NEWBURGH | | | | |
| Address<br>83 BROADWAY FL 2 | | | | |
| City<br>NEWBURGH | State<br>NY | Zip<br>12550-5617 | Contact<br>Nicholas Crispino | Telephone Number<br>(845) 569-7326 |
| Federal Tax ID Number<br>*(Do Not Insert Social Security Number)* | Facsimile Number | | E-mail Address<br>OSC.Default@Ricoh-USA.Com | |

This U.S. Communities Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 70 Valley Stream Parkway, Malvern, Pennsylvania 19355.

1. Agreement. This Lease Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. (successor-in-interest to Ricoh Americas Corporation) and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2019, with the option to renew for no more than three (3) years (the "Contract Period"), one year at a time, or any combination thereof (the "Contract"). Notwithstanding the foregoing, any Schedule entered into during the Contract Period shall continue in full force and effect for the entire lease term set forth in the Schedule. We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."
2. Schedules; Delivery and Acceptance. This Lease Agreement shall consist of the terms and conditions of the Contract and this Lease Agreement and any Schedule issued pursuant thereto. As it pertains to this Lease Agreement, the order of precedence of the component parts of the Lease Agreement shall be as follows: (a) the terms and conditions of this Lease Agreement and Schedule issued pursuant thereto, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Lease Agreement in cases of conflict or inconsistency therein. Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement and the Contract, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product and it is installed, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on or after the Product acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which may be done electronically) within five (5) business days after any Product is installed confirming that the Product has been delivered, installed, and is in good condition and accepted for all purposes under the Lease Agreement.
3. Term; Payments.

(a) The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. To the extent not prohibited by applicable law, if any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). To the extent not prohibited by applicable law, you agree to pay $25.00 for each check returned for insufficient funds or for any other reason.

(b) In the event that Customer terminates the Maintenance Agreement (as hereunder defined) between Customer and the Servicer relating to the Product provided hereunder due to a material breach by Servicer of its service obligations, including any Product service levels specified therein, which remained uncured for thirty (30) days following written notice of breach (in the manner expressly permitted by and in accordance with such Maintenance Agreement), Ricoh shall use reasonable efforts to assist Customer in selecting a replacement Servicer. This Section 3(b) shall not alter, restrict, diminish or waive the rights, remedies or benefits that Customer may have against Servicer under the Maintenance Agreement.

(c) A Schedule may be terminated in whole or in part by the Customer in accordance with this Section 3(c) whenever the Customer shall determine that such a termination is in the best interest of the Customer. Any such termination shall be effected by delivery to Ricoh, at least thirty (30) working days prior to the effective date of such termination date, of a notice of termination specifying the extent to which performance shall be terminated. In the event of such termination, Customer agrees to return the Product to us in the manner required under Section 14 of this Lease Agreement and to pay to us (as compensation for loss of our bargain and not as a penalty), with respect to such terminated Product, financed Software and any Software Licenses, an amount which shall be equal to the monthly Payment for such Product, financed Software and/or Software License, as applicable, times the number of months remaining in the term of such Schedule (or any renewal of such Schedule) and/or any financing agreement with respect to the financed Software and/or Software License, plus any other amounts then due and payable under this Lease Agreement, Schedule and/or financing agreement with respect to such Product, Software and/or Software License, including, but not limited to, any lease payments and maintenance payments. Ricoh shall supply the Customer with the actual number of Payments remaining and the total amount due, and the Customer shall be relieved of all unpaid amounts for anticipated profit on unperformed services under any Maintenance Agreement (including any amount included in the monthly Payment that is attributable to maintenance, supplies, or any other service cost).

(d) You also agree that, except (a) as set forth in Section 18 below entitled "State and Local Government Provisions" and (b) for the best interest of the Customer as set forth in Section 3(c), THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.

4. Product Location; Use and Repair. You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You may make alterations, additions or replacements (collectively, "Additions") and add Software to the Product provided that such Additions and Software do not impair the value or originally intended function or purpose of the Product and is not subject to any lien or security interest in favor of any other party; provided, further, that you remove such Additions and Software at your own cost and expense at the expiration or termination of the applicable Schedule. All Additions and Software which are not removed at the expiration or termination of the applicable Schedule will become part of the Product and our property at no cost or expense to us. We may inspect the Product upon proper notice to the customer at any reasonable time during normal working hours.

5. Taxes and Fees. To the extent not prohibited by applicable law and unless and to the extent you are exempt and provide a valid exemption certificate to us, in addition to the payments under this Lease Agreement, you agree to pay all taxes (other than property taxes), assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year, to be included as part of the Payment. A valid sales and use tax exemption certificate must be provided to us within ninety (90) days of the first invoice to receive a credit/waiver of sales tax.

6. Warranties. We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.

7. Loss or Damage. You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product acceptance by you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, you shall be responsible to either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity.

8. Liability and Insurance. You agree to maintain insurance, through self-insurance or otherwise, to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.

9. Title; Recording. We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.

10. Software or Intangibles. To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date; provided, however, if you do not enter into the Software License, then we may choose not to lease such Software to you under this Lease Agreement.

11. Default. Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.

12. Remedies. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) to the extent not prohibited by applicable law, we or our representative may peacefully repossess the Product without a court order (it being agreed that we will provide you with written notice of Default prior to initiating recovery of the Product and will endeavor to contact you telephonically to schedule a convenient time to recover the Product); (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any

Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, ten (10) days notice shall constitute reasonable notice. If applicable, you will remain responsible for any deficiency that is due after we have applied any such net proceeds. To the extent permitted by applicable law, in the event an action is brought to enforce or interpret this Lease Agreement, the prevailing party shall be entitled to reimbursement of all costs including, but not limited to, reasonable attorney fees and court costs incurred.

13. Ownership of Product; Assignment. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests, but not our obligations, in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In the event the remit to address for Payments is changed during the term of this Lease Agreement or any Schedule, then Ricoh or the Assignee will provide notice to you. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.

14. Renewal; Return of Product. UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE, AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT THE PRODUCT BE RETURNED TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you shall immediately make arrangements to have the Product subject to such expired Schedule picked up by us (or our designee), in as good condition as when you received it, except for ordinary wear and tear. Ricoh (or our designee) shall bear shipping charges. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until (i) you provide notice to us prior to the expiration of the minimum term or extension of any Schedule and (ii) the Product is picked up by us or our designees and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing contracted rates pursuant to your Maintenance Agreement or other agreement with Ricoh. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility

15. Miscellaneous. It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THE CONTRACT, THIS LEASE AGREEMENT, AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. ANY CHANGE IN ANY OF THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT OR ANY SCHEDULE MUST BE IN WRITING AND SIGNED BY BOTH PARTIES. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail, return receipt requested, or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date received. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. To the fullest extent permitted by applicable law, you authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product.

16. Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code. YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY SECTIONS 508-522 OF ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE

MANUFACTURER OF THE PRODUCT).TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

17. Counterparts; Facsimiles. Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.

18. State and Local Government Provisions. If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:

(a) Essentiality. During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.

(b) Non-Appropriation/Non-Substitution. (i) If your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall make available to us (or our designee) all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to make available to us (or our designee) the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.

(c) Funding Intent. You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.

(d) Authority and Authorization. (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.

(e) Assignment. You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

**THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.**

| **CUSTOMER** | **Accepted by: RICOH USA, INC.** |
| --- | --- |
| By: X ______________________ | By: ______________________ |
| *Authorized Signer Signature* | *Authorized Signer Signature* |
| Printed Name: ______________________ | Printed Name: ______________________ |
| Title: ______________ Date: ________ | Title: ______________ Date: ________ |
| Facsimile Number: ______________________ | Facsimile Number: ______________________ |

RICOH

**U.S. COMMUNITIES**
**EQUIPMENT SALE AND MAINTENANCE AGREEMENT**
**(EQUIPMENT SALES, BREAK-FIX SERVICES)**

| CUSTOMER INFORMATION | | | | | |
|---|---|---|---|---|---|
| Legal Name | CITY OF NEWBURGH | | | | |
| Bill To Address | 83 BROADWAY FL 2 | | | | |
| City | NEWBURGH | State | NY | Zip Code | 12550-5617 |

This Equipment Sale and Maintenance Agreement ("Maintenance Agreement") sets forth the terms pursuant to which Customer may acquire equipment, software, and/or hardware products and maintenance services identified on an Order (defined below) from Ricoh USA, Inc. ("Ricoh"). This Maintenance Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. (successor-in-interest to Ricoh Americas Corporation) and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2019, with the option to renew for no more than three (3) years (the "Contract Period"), one year at a time, or any combination thereof (the "Contract"). Notwithstanding the foregoing, any Maintenance Agreement and Order entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the Order. To the extent that Customer purchases or leases Equipment from Ricoh under the Contract and also desires for Ricoh to provide maintenance services for such Equipment under the order (the "Order"), then the terms and conditions of this Maintenance Agreement shall apply. This Maintenance Agreement shall consist of the terms and conditions of the Contract and this Maintenance Agreement. As it pertains to this Maintenance Agreement, the order of precedence of the component parts of the Maintenance Agreement shall be as follows: (a) the terms and conditions of this Maintenance Agreement and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Maintenance Agreement in cases of conflict or inconsistency therein.

**1. MAINTENANCE SERVICES COVERAGE.** Ricoh shall provide to Customer maintenance services under an Order, during Ricoh business hours, 8:00am to 5:00pm Monday through Friday excluding holidays ((i) New Year's Day; (ii) Memorial Day; (iii) 4th of July; (iv) Labor Day; (v) Thanksgiving; (vi) Day after Thanksgiving; and (vii) Christmas Day) ("Normal Business Hours"), as follows (collectively, the "Maintenance Services"):

(a) During the term of the Order, Ricoh will provide the Maintenance Services necessary to keep the covered Equipment in, or restore the covered Equipment to, good working order. Maintenance Services will include lubrication, cleaning, adjustments and replacement of maintenance parts deemed necessary by Ricoh due to normal usage (other than consumable parts). In the event the Equipment becomes unserviceable as a result of normal usage, replacement parts will be furnished and installed on an exchange basis and will be new OEM; provided, however, if such OEM part is not available and in order to restore the functionality of the Equipment, Ricoh shall be permitted to use a reconditioned or used part until such time as the new OEM part becomes available and is installed in the Equipment. All parts removed due to replacement will become the property of Ricoh. The provision of Maintenance Services does not assure uninterrupted operation of the covered Equipment.

(b) If available, Maintenance Services requested and performed outside Normal Business Hours will be charged to Customer at applicable time and material rates set forth in the Contract.

(c) The Maintenance Services provided by Ricoh will not include the following: (i) Repairs resulting from misuse (including without limitation to improper voltage or the use of supplies that do not conform to Ricoh's specifications); (ii) Repairs made necessary by service performed by persons other than authorized Ricoh representatives; (iii) Replacement of consumable parts which are consumed in normal Equipment operation, unless specifically included in the Order; (iv) Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Equipment: (v) Unless

RICOH

otherwise agreed, consumable supplies such as toner, developer, paper or supplies that are consumed in the normal operation of the Equipment; (vi) Repairs and/or service calls resulting from attachments or accessories not acquired from Ricoh; (vii) Any Software, system support or related connectivity unless otherwise agreed in the Order; (viii) Electrical work external to the Equipment, including problems resulting from overloaded or improper circuits; (ix) Charges for installation of the Equipment or de-installation and/or movement of the Equipment from one location to another; or (x) Repair of damage or increase in service time caused by: accident, disaster (which shall include but not be limited to fire, flood, water, wind and lightning), transportation, neglect, power transients, abuse or misuse, failure of the Customer to follow Ricoh's published operating instructions, and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Ricoh.

(d) In the absence of a separate maintenance agreement for any software, if Ricoh is engaged to provide software support under an Order, during Normal Business Hours, Ricoh will provide advice by telephone, email or via the Ricoh or developer's website following receipt of a request from Customer to diagnose faults in the software and advice to rectify such faults. Such support may be provided remotely.

(e) Damage to the Equipment or its parts arising out of, or other causes beyond, the control of Ricoh are not covered by an Order and may subject Customer to a surcharge or to cancellation of the Maintenance Services by Ricoh. In addition, Ricoh may terminate an Order if the Equipment is modified, damaged, altered or serviced by personnel other than those employed by Ricoh or are authorized by Ricoh to provide service and maintenance for the Equipment.

(f) Service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in service being rendered on a time-and-material basis in addition to the Maintenance Charges (as defined in Section 5).

2. **MAINTENANCE SERVICE CALLS.** Maintenance service calls under an Order will be made during Normal Business Hours at the installation address shown on the Order. Travel and labor-time for the service calls after Normal Business Hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. Ricoh representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer hereby indemnifies and holds Ricoh and its employees and representatives harmless for claims for damages to any unauthorized parts, components or accessories resulting from service performed on Equipment covered by an Order.

3. **RECONDITIONING.** Rebuilding, reconditioning or major overhauls necessitated by usage not in accordance with manufacturer's published specifications, which shall be provided upon Customer's request, are not covered by an Order. In addition, if Ricoh determines that a reconditioning is necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Equipment in working condition, Ricoh will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under this Maintenance Agreement). If the Customer does not authorize such reconditioning, Ricoh may, at its option: (a) discontinue service of the Equipment under an Order and refund any unused portion of the Maintenance Charges, or (b) refuse to renew an Order upon its expiration. After any such termination, Ricoh will make service available on a "Time and Material Rate" basis at Ricoh's then prevailing rates at the time of service.

4. **TERM.** Each Order shall become effective on the delivery and Customer acceptance of the Equipment and/or solution and shall continue for the term specified therein (the "Initial Term") so long as no ongoing default exists on Customer's part. At the expiration of the Initial Term or any renewal term, unless Customer provides written notice of its intention not to renew within thirty (30) days of the expiration of the Initial Term or any renewal term, the Order shall automatically renew on a month-to-month basis. In addition to any other rights or remedies which either party may have under this Maintenance Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Maintenance Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Maintenance Agreement when due and payable, and

such failure continues for a period of thirty (30) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Maintenance Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach.

**5. MAINTENANCE CHARGES.**

(a) Maintenance service charges ("Maintenance Charges") will be payable by the Customer in accordance with the terms set forth in the Order.

(b) Customer acknowledges and agrees that: (i) the transfer of the Equipment from the location indicated on the face hereof may result in an increase of Maintenance Charges or the termination of an Order; (ii) if an Order includes toner, toner usage is based on manufacturer supply consumption rates. Ricoh will determine and deliver supplies in accordance with agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies, or as otherwise agreed to by the parties. Maintenance Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images.

**6. USE OF RICOH RECOMMENDED SUPPLIES.** Ricoh products are designed to give excellent performance with Ricoh recommended supplies, including paper, developer, toner, and fuser oil. If the Customer uses other than Ricoh recommended supplies, and if such supplies are defective or not acceptable for use with the Equipment and cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate an Order. If so terminated, Customer will be offered service on a time and materials basis at Ricoh's then prevailing rates. It is not a condition of an Order that the Customer use only Ricoh brand supplies.

**7. METER READINGS.** As part of its Services, Ricoh may, at its discretion and dependent upon device capabilities, provide remote meter reading and equipment monitoring services using its @Remote solution. If @Remote is not selected by the Customer, Customer shall be responsible and agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh. If accurate meter readings are not provided, Ricoh reserves the right to estimate the meter readings from previous meter readings.

**8. CUSTOMER OBLIGATIONS.** Customer agrees to provide a proper place for the use of the Equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the maintenance of the Equipment hereunder within a reasonable distance of the Equipment. Customer agrees to provide "360 degree" service access to the Equipment, subject to Customer's usual security procedures. Customer will provide a key operator for the Equipment and will make operators available for instruction in use and care of the Equipment. All supplies for use with the Equipment will be provided by the Customer and will meet manufacturer specifications. It is the responsibility of the Customer to have the supplies available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive maintenance programs. If any software, system support or related connectivity services are included as part of the Order as determined by Ricoh, Ricoh shall provide any such services at Customer's location set forth in the Order as applicable, or on a remote basis. Customer shall provide Ricoh with such access to Customer's facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services.

**9. WARRANTY DISCLAIMER.** OTHER THAN THE OBLIGATIONS SET FORTH EXPRESSLY IN THIS MAINTENANCE AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT. RICOH'S TOTAL AGGREGATE LIABILITY TO CUSTOMER UNDER THE MAINTENANCE AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH IN CONNECTION WITH THE

MAINTENANCE SERVICES.

**10. SERVICE LEVELS.**

(a) Response Time. Ricoh will provide a one hour (1) phone response to service calls measured from receipt of the Customer's call. Ricoh service technicians will meet a four (4) business hour response time for all Customer service calls located within a major metropolitan area and eight (8) hour average response time for all Customer service calls located fifty (50) miles or greater from a Ricoh service center. Response time is measured in aggregate for all Equipment covered by the Order.

(b) Uptime. Ricoh will service the Equipment provided under an Order to be operational with a quarterly uptime average of 95% (based on manufacturer's performance standards and an 8-hour day, during Normal Business Hours), excluding preventative and interim maintenance time. Downtime will begin at the time Customer places a service call to Ricoh. Customer agrees to make the Equipment available to Ricoh for scheduled preventative and interim maintenance. Customer further agrees to give Ricoh advance notice of any critical and specific uptime needs Customer may have so that Ricoh can schedule with Customer interim and preventative maintenance in advance of such needs.

(c) Replacement of Equipment. Should a unit of Equipment or an accessory not be able to be maintained in conformance with manufacturer's specifications, Ricoh shall, at its own expense, replace such Equipment with another unit of the same product designation as that Equipment and Ricoh shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Equipment it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities.

**11. DATA MANAGEMENT SERVICES.** The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Equipment serviced and maintained by Ricoh, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform Data Management Services at then-prevailing Contract rates. Customer acknowledges that Customer is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Ricoh does not provide legal advice or represent that the Equipment and Services will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of Customer. If desired, Customer may engage Ricoh to perform the following Data Management Services, and the parties shall enter into a written work order setting the details of any such engagement:

- **Hard Drive Surrender Service.** Under this option, a Ricoh service technician can remove the hard drive from the applicable equipment (set forth on a work order) and provide Customer with custody of the hard drive before the equipment is removed from the Customer's location, moved to another department or any other disposition of the equipment. The cost for the Hard Drive Surrender Services shall be as set forth in the Contract.

- **DataOverwriteSecurity System (DOSS).** DOSS is a Ricoh product designed to overwrite the sector of the hard drive used for data processing to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine (9) times.

**12. PURCHASES OF EQUIPMENT FOR CASH.** In the event that Customer desires to purchase equipment or products from Ricoh from time to time, it may do so by issuing a Purchase Order/Sales Order to Ricoh for that purpose. In connection with any equipment purchase from Ricoh, Ricoh shall transfer to Customer any equipment warranties made by the equipment manufacturer, to the extent transferable and without recourse. Customer agrees to confirm delivery and acceptance of all equipment purchased under this Agreement within ten (10) business days after any equipment is delivered and installed (if installation has been agreed to by the parties) by signing a delivery and acceptance certificate (in a form to be provided by Ricoh) or written delivery acknowledgement. Ricoh reserves the right to make equipment deliveries in installments. All claims for damaged equipment shall be deemed waived unless made in writing, delivered to Ricoh within ten (10) business days after delivery of equipment to Customer; provided, however, Ricoh shall not be responsible for damage to equipment caused by the Customer, its employees, agents or contractors. Ricoh warrants to Customer that at the time of delivery and for a period of ninety (90) days thereafter the Ricoh-manufactured equipment will be free from any defects in material and workmanship; provided, however, the foregoing warranty shall not apply in the event (i) the Ricoh-manufactured equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (ii) the Ricoh-manufactured equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (iii) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh-manufactured equipment. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the equipment purchased hereunder, other than income taxes of Ricoh.

**13. MISCELLANEOUS.** This Maintenance Agreement shall be governed by the laws of the State where the Customer's principal place of business or residence is located both as to interpretation and performance, without regard to its choice of law requirements. This Maintenance Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original. In order to expedite the ordering and delivery process, and for the convenience of the Customer, this Maintenance Agreement establishes the terms and conditions between the parties governing all services. Any documents issued by Customer to procure services at any time for any reason, even if they do not expressly reference or incorporate this Maintenance Agreement, will not modify or affect this Maintenance Agreement notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the services ordered and shall be subject to the terms and conditions of this Maintenance Agreement.

IN WITNESS WHEREOF, the parties have executed this Maintenance Agreement as of the date first written above.

| **CUSTOMER** | | **RICOH USA, INC.** | |
|---|---|---|---|
| By: | ______________________ | By: | ______________________ |
| Name: | ______________________ | Name: | ______________________ |
| Title: | ______________________ | Title: | ______________________ |
| Date: | ______________________ | Date: | ______________________ |

RICOH

# ORDER AGREEMENT

Sale Type :LEASE

| Master Maintenance and Sale Agreement Date: | NEW | Sale Type : | LEASE |
|---|---|---|---|

| BILL TO INFORMATION | | | |
|---|---|---|---|
| Customer Legal Name: CITY OF NEWBURGH | | | |
| Address Line 1: 83 BROADWAY FL 2 | | Contact: | |
| Address Line 2: | | Phone: | |
| City: NEWBURGH | | E-mail: | |
| ST / Zip: NY/12550-5617 | County: ORANGE | Fax: | |

## ADDITIONAL ORDER INFORMATION

Check All That Apply:

- ◇ Sales Tax Exempt (Attach Valid Exemption Certificate)
- ◇ PO Included PO#__________
- ◇ Syndication
- ◇ Fixed Service Charge
- ◇ Add to Existing Service Contract # __________
- ◇ PS Service (Subject to and governed by separate Statement of Work)
- ◇ IT Service (Subject to and governed by separate Statement of Work)

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including by not limited to the terms set forth in the Master Agreement(s) and any Exhibit A thereto, all of which are incorporated herein by reference and made part of this Order. Each party agrees that electronic signatures of the parties on this Order will have the same force and effect as manual signature. Ricoh may accept this Order by either its signature or by commencing performance (e.g. Product delivery, initiating Services, etc.).

## SERVICE INFORMATION

| Service Term *(Months)* | Base Billing Frequency | Overage Billing Frequency |
|---|---|---|
| 36 Months | MONTHLY | QUARTERLY |

| SHIP TO INFORMATION | | | |
|---|---|---|---|
| Customer Name: NEWBURGH CITY OF | | | |
| Address Line 1: 123 GRAND ST | | Contact: | Crispino,Nicholas |
| Address Line 2: | | Phone: | (845) 569-7326 |
| City: NEWBURGH | | E-mail: | OSC.Default@Ricoh-USA.Com |
| ST / Zip: NY/12550-4678 | County: ORANGE | Fax: | |

## PRODUCT INFORMATION

| Product Description | Qty | Service Type | B/W Allowance (Per Base Billing Frequency) | B/W Ovg | Color Allowance (Per Base Billing Frequency) | Color Ovg | Service Base (Per Base Billing Frequency ) |
|---|---|---|---|---|---|---|---|
| RICOH MP4055SP BRANDING SET | 1 | Gold | 5,000 | $0.0068 | N/A | N/A | $34.00 |

## BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION

| BASIC CONNECTIVITY / PS / IT Services Description | Quantity |
|---|---|
| TS NETWORK & SCAN CONNECT - SEG 3 | 1 |

RICOH

| SHIP TO INFORMATION | | | |
|---|---|---|---|
| **Customer Name:** NEWBURGH CITY OF | | | |
| **Address Line 1:** 22 GRAND ST | | **Contact:** | Crispino,Nicholas |
| **Address Line 2:** | | **Phone:** | (845) 569-7326 |
| **City:** NEWBURGH | | **E-mail:** | OSC.Default@Ricoh-USA.Com |
| **ST / Zip:** NY/12550-5626 | **County:** ORANGE | **Fax:** | |

**PRODUCT INFORMATION**

| Product Description | Qty | Service Type | B/W Allowance *(Per Base Billing Frequency)* | B/W Ovg | Color Allowance *(Per Base Billing Frequency)* | Color Ovg | Service Base *(Per Base Billing Frequency )* |
|---|---|---|---|---|---|---|---|
| RICOH MP4055SP BRANDING SET | 1 | Gold | 5,000 | $0.0068 | N/A | N/A | $34.00 |

**BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION**

| BASIC CONNECTIVITY / PS / IT Services Description | Quantity |
|---|---|
| TS NETWORK & SCAN CONNECT - SEG 3 | 1 |

| SHIP TO INFORMATION | | | |
|---|---|---|---|
| **Customer Name:** NEWBURGH CITY OF | | | |
| **Address Line 1:** 55 BROADWAY | | **Contact:** | Crispino,Nicholas |
| **Address Line 2:** | | **Phone:** | (845) 569-7326 |
| **City:** NEWBURGH | | **E-mail:** | OSC.Default@Ricoh-USA.Com |
| **ST / Zip:** NY/12550-5613 | **County:** ORANGE | **Fax:** | |

**PRODUCT INFORMATION**

| Product Description | Qty | Service Type | B/W Allowance *(Per Base Billing Frequency)* | B/W Ovg | Color Allowance *(Per Base Billing Frequency)* | Color Ovg | Service Base *(Per Base Billing Frequency )* |
|---|---|---|---|---|---|---|---|
| RICOH MP4055SP BRANDING SET | 1 | Gold | 5,000 | $0.0068 | N/A | N/A | $34.00 |
| RICOH MPC3504EX BRANDING SET | 1 | Gold | 5,000 | $0.0080 | 0 | $0.0500 | $40.00 |

**BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION**

| BASIC CONNECTIVITY / PS / IT Services Description | Quantity |
|---|---|
| TS NETWORK & SCAN CONNECT - SEG 3 | 1 |
| TS NETWORK & SCAN CONNECT - SEG BC3 | 1 |

RICOH

| SHIP TO INFORMATION | | | |
|---|---|---|---|
| **Customer Name:** NEWBURGH CITY OF | | | |
| **Address Line 1:** 129 S ROBINSON AVE | | **Contact:** | Crispino,Nicholas |
| **Address Line 2:** | | **Phone:** | (845) 569-7326 |
| **City:** NEWBURGH | | **E-mail:** | OSC.Default@Ricoh-USA.Com |
| **ST / Zip:** NY/12550-5821 | **County:** ORANGE | **Fax:** | |

| PRODUCT INFORMATION | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Product Description** | **Qty** | **Service Type** | **B/W Allowance** *(Per Base Billing Frequency)* | **B/W Ovg** | **Color Allowance** *(Per Base Billing Frequency)* | **Color Ovg** | **Service Base** *(Per Base Billing Frequency )* |
| RICOH MPC3504EX BRANDING SET | 1 | Gold | 5,000 | $0.0080 | 0 | $0.0500 | $40.00 |

| BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION | |
|---|---|
| **BASIC CONNECTIVITY / PS / IT Services Description** | **Quantity** |
| TS NETWORK & SCAN CONNECT - SEG BC3 | 1 |

| ORDER TOTALS | | |
|---|---|---|
| ***Service Type Offerings:*** | **Product Total:** | |
| **Gold:** Includes all supplies and staples. Excludes paper. | **BASIC CONNECTIVITY / PS / IT Services:** | |
| **Silver:** Includes all supplies. Excludes paper and staples. | **Buyout:** | |
| **Bronze:** Parts and labor only. Excludes paper, staples and supplies. | **Grand Total: (Excludes Tax)** | |
| **Additional Provisions:**<br><br>Per US Communities Contract 4400003732 | | |

| ***Accepted by Customer*** | ***Accepted: Ricoh USA, Inc.*** |
|---|---|
| Authorized Signature:______________________ | Authorized Signature:______________________ |
| Printed Name: ______________________ | Printed Name: ______________________ |
| Title:______________________ | Title: ______________________ |
| Date:______________________ | Date: ______________________ |

RESOLUTION NO.: 202 - 2018

OF

AUGUST 13, 2018

A RESOLUTION ESTABLISHING A STANDARD WORK DAY
FOR ELECTED AND APPOINTED OFFICIALS WHICH WILL BE REPORTED
TO THE NEW YORK STATE AND LOCAL EMPLOYEES' RETIREMENT SYSTEM

**BE IT RESOLVED,** by the Council of the City of Newburgh, New York, that the City of Newburgh hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked on the attached Schedule A to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials to the clerk of this body.

202-18

Office of the New York State Comptroller
New York State and Local Retirement System
Employees' Retirement System
Police and Fire Retirement System
110 State Street, Albany, New York 12244-0001

# Standard Work Day and Reporting Resolution for Elected and Appointed Officials

**RS 2417-A**
(Rev. 8/15)

BE IT RESOLVED, that the City of Newburgh (Name of Employer) / 20032 (Location Code) hereby establishes the following standard work days for these titles and will report the officials to the New York State and Local Retirement System based on their record of activities:

| Title | Standard Work Day (Hrs/day) Min. 6 hrs Max. 8 hrs | Name (First and Last) | Social Security Number (Last 4 digits) | Registration Number | Tier 1 (Check only if member is in Tier 1) | Current Term Begin & End Dates (mm/dd/yy-mm/dd/yy) | Record of Activities Result* | Not Submitted (Check only if official did not submit their Record of Activities) |
|---|---|---|---|---|---|---|---|---|
| **Elected Officials** | | | | | | | | |
| Mayor | 6 | Torrance Harvey | | 6131567-7 | ☐ | 4/23/18-12/31/18 | No | ☑ |
| Council Member | 6 | Anthony Grice | | 6237506-8 | ☐ | 4/23/18-12/31/18 | No | ☑ |
| Council Member | 6 | Karen Mejia | | 6054338-6 | ☐ | 1/1/18 - 12/31/21 | 13.11 | ☐ |
| **Appointed Officials** | | | | | | | | |
| | | | | | ☐ | | | ☐ |
| | | | | | ☐ | | | ☐ |
| | | | | | ☐ | | | ☐ |

1666

**SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE**

I, Lori Vitek (Name of secretary or clerk), secretary/clerk (Circle one) of the governing board of the City of Newburgh (Name of Employer), of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the ______ day of ______________, 20___ on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the City of Newburgh (Name of Employer) on this _____ day of ____________, 20___, ______________________ (Signature of the secretary or clerk).

(seal)

**Affidavit of Posting: I,** Lori Vitek (Name of secretary or clerk), being duly sworn, deposes and says that the posting of the Resolution began on ______________ (Date) and continued for at least 30 days. That the Resolution was available to the public on the

☐ Employer's website at ______________________

☐ Official sign board at ______________________

☐ Main entrance secretary or clerk's office at ______________________

# Instructions for completing the Standard Work Day and Reporting Resolution

| A. | B. | C. | D. | E. | F. | G. | H. | I. |
|---|---|---|---|---|---|---|---|---|
| *Title* | *Standard Work Day (Hrs/day) Min. 6 hrs Max. 8 hrs* | *Name (First and Last)* | *Social Security Number (Last 4 digits)* | *Registration Number* | *Tier 1 (Check only if member is in Tier 1)* | *Current Term Begin & End Dates (mm/dd/yy-mm/dd/yy)* | *Record of Activities Result** | *Not Submitted (Check only if official did not submit their Record of Activities)* |
| **Elected Officials** | | | | | | | | |
| Highway Superitendent | 8.00 | John Smith | 0000 | 0101010-1 | | 1/1/2010-12/31/2013 | 32.79 | |
| Receiver of Taxes | 6.00 | Michelle Jones | 1111 | 0202020-2 | X | 1/1/2010-12/31/2014 | NA | |
| Town Justice | 6.25 | Michael Hall | 2222 | 0303030-3 | | 1/1/2010-12/31/2011 | | X |
| **Appointed Officials** | | | | | | | | |
| Planning Board Member | 7.00 | Joseph Gray | 3333 | 0404040-4 | | 1/1/2010-12/31/2010 | 17.54 | |

A. **Title:** All paid elected and appointed officials (who are active members of the Retirement System) and are not paid hourly and do not participate in a employer's time keeping system that consists of a daily record of actual time worked and time charged to accruals must be listed. For the purpose of the regulation, an "appointed official" is someone who is appointed by an elected official, an appointed official or governing board. They hold an office in an organization or government and participate in the exercise of authority. This also includes appointees of elected and appointed officials such as deputies, assistants or confidential secretaries.

B. **Standard Work Day:** The minimum number of hours that can be established for a standard work day (SWD) is **six**, while the maximum is **eight.** A SWD is the denominator to be used for the days worked calculation; it is not necessarily always the number of hours a person works. For example, if a board member only attends one three-hour board meeting per month, you must still establish a SWD between six and eight hours as the denominator for their record of activities (ROA) calculation.

C. **Name:** The official's complete first and last name must be included for identification purposes.

D. **Social Security Number:** The last four digits of the official's Social Security Number must be included for identification purposes. For security purposes, the last four digits of the Social Security Number can be omitted from the publicly posted version.

E. **Registration Number:** The official's Registration Number must be included for identification purposes. For security purposes, the Registration Number can be omitted from the publicly posted version.

F. **Tier 1:** If the official is a Tier 1 member, this box should be checked. Tier 1 members are not required to keep a ROA.

G. **Current Term Begin & End Dates:** All officials listed on the Resolution must have a specified Term End date. Leaving this column blank or listing 'Tenure/At Pleasure' is not acceptable. If the official does not have a designated term, the current term for the official who appointed them to the position should be used. If they are appointed by the governing board, the chairman of the board's term should be used.

H. **Record of Activities Result*:** This column must be left blank if an official does not submit their required sample three-month ROA. To determine the average number of days worked per month, you must divide the total number of hours documented on the three-month ROA by three months to get a one-month average number of hours worked. Then, the one-month average number of hours worked must be divided by the SWD to get the average number of days worked per month.

I. **Not Submitted:** This column must be checked if an official has not submitted the required sample three-month ROA within the 150 day requirement, regardless of whether they are being reported by another employer for the same period. If the Retirement System receives such a Resolution, it will contact the official to notify them of the consequences of not submitting the ROA.

Once passed, the Resolution must be posted on your public website for a minimum of 30 days or, if a website isn't available to the public, on the official sign-board or at the main entrance to the clerk's office. A certified copy of the Resolution and Affidavit of Posting must be filed with the Office of the State Comptroller within 45 days of the adoption. The Resolution and Affidavit can be submitted online via the Elected and Appointed Officials Reporting (EAOR) program.

*To determine the number of days worked to include on the monthly report for the various payroll frequencies, please refer to the Calculating Days Worked instructions available in the 'Reporting Elected & Appointed Officials' section of our website: http://www.osc.state.ny.us/retire/employers/elected_appointed_officials/index.php

Office of the New York State Comptroller
New York State and Local Retirement System
Employees' Retirement System
Police and Fire Retirement System
110 State Street, Albany, New York 12244-0001

# Standard Work Day and Reporting Resolution for Elected and Appointed Officials Continuation Form

## RS 2417-B

(Rev. 8/15)

| Title | Standard Work Day (Hrs/day) Min. 6 hrs, Max. 8 hrs | Name (First & Last) | Social Security Number (Last 4 digits) | Registration Number | Tier 1 (Check only if member is in Tier 1) | Current Term Begin & End Dates (mm/dd/yy-mm/dd/yy) | Record of Activities Result* | Not Submitted (Check only if official did not submit their Record of Activities) |
|---|---|---|---|---|---|---|---|---|
| **Elected Officials** | | | | | | | | |
| Council Member | 6 | Ramona Monteverde | | 6223607-0 | ☐ | 1/1/18 - 12/31/21 | 5.10 | ☐ |
| Council Member | 6 | Hillary Rayford | | 6135057-5 | ☐ | 1/1/16- 12/31/19 | 23.51 | ☐ |
| Council Member | 6 | Patty Sofokles | | 6223528-8 | ☐ | 1/1/18 - 12/31/21 | | ✔ |
| Council Member | 6 | Jonathan Jacobson | | 3169604-0 | ☐ | 1/1/18 - 12/31/21 | | ✔ |
| Council Member | 6 | Torrance Harvey | | 6131567-7 | ☐ | 1/1/16-4/23/18 | 2.77 | ☐ |
| | | | | | ☐ | | | ☐ |
| | | | | | ☐ | | | ☐ |
| | | | | | ☐ | | | ☐ |
| | | | | | ☐ | | | ☐ |
| | | | | | ☐ | | | ☐ |
| | | | | | ☐ | | | ☐ |
| | | | | | ☐ | | | ☐ |
| **Appointed Officials** | | | | | | | | |
| | | | | | ☐ | | | ☐ |
| | | | | | ☐ | | | ☐ |
| | | | | | ☐ | | | ☐ |
| | | | | | ☐ | | | ☐ |
| | | | | | ☐ | | | ☐ |
| | | | | | ☐ | | | ☐ |
| | | | | | ☐ | | | ☐ |
| | | | | | ☐ | | | ☐ |
| | | | | | ☐ | | | ☐ |
| | | | | | ☐ | | | ☐ |
| | | | | | ☐ | | | ☐ |
| | | | | | ☐ | | | ☐ |

1668

Employer City of Newburgh Location Code 20032 Page 2 of 2 (use with form RS 2417-A)

# A Step-by-Step Guide for Appointed/Elected Officials

Regulation 315.4 outlines additional reporting requirements for elected or appointed officials and more clearly defines the process for reporting time worked by those officials. The regulation became effective August 12, 2009.

Whether you are an elected or appointed official, member of a governing board or secretary or clerk, we think you'll find this step-by-step guide a helpful resource.

| Responsible Party | Responsibility | Deadlines & Details |
|---|---|---|
| Elected or Appointed Official* | Keeps three-month record of work activities. | Starts record when term or appointment begins. Record must be complete within 150 days of taking office. |
| Elected or Appointed Official* | Submits record to secretary or clerk of the governing board. | Record must be submitted within 180 days of taking office. |
| Governing Board | Adopts the Standard Work Day and Reporting Resolution.** | At first regular meeting held after 180 days of term's beginning. |
| Governing Board | Posts resolution on the employer's website or, if no website is available to the public, on the official sign-board or at the main entrance to the clerk's office or similar office. | Resolution must be posted for a minimum of 30 days. |
| Secretary or Clerk | Files a certified copy of the resolution and affidavit of posting with the Office of the State Comptroller. | Certified copy and affidavit of posting must be filed within 45 days of resolution's adoption. |
| Secretary or Clerk | Retains records of work activities for 10 years. | |
| Secretary or Clerk | Provides complete copies to the Comptroller upon his or her request. | |

* Elected and appointed officials are required to keep a record of work activities if:

- They are members of the Retirement System and
- They do not participate in an employer's time keeping system that shows hours worked. (This includes systems that keep track of accruals used and attest that, other than time charged to accruals, full hours were worked.)

Officials who are not Retirement System members do not need to prepare a record.

** The Standard Work Day and Reporting Resolution ensures days worked reported to the Retirement System are correct. It establishes the number of hours in a standard work day for each elected or appointed office and must also state:

- The term expiration;
- That the employer maintains daily records of time worked or the official has submitted a record of work activities to the clerk or secretary;
- The total number of days per month to be reported for each official.

If the governing board does not adopt a resolution, the official's service credit and membership benefits are suspended until the resolution is adopted, posted and filed.

Work Schedule For the Month of August

| Date | Day | Hors Worked | Description of Work Performed |
|---|---|---|---|
| 8/1/2018 | Wednesday | | |
| 8/2/2018 | Thursday | | |
| 8/3/2018 | Friday | | |
| 8/4/2018 | Saturday | | |
| 8/5/2018 | Sunday | | |
| 8/6/2018 | Monday | | |
| 8/7/2018 | Tuesday | | |
| 8/8/2018 | Wednesday | | |
| 8/9/2018 | Thursday | | |
| 8/10/2018 | Friday | | |
| 8/11/2018 | Saturday | | |
| 8/12/2018 | Sunday | | |
| 8/13/2018 | Monday | | |
| 8/14/2018 | Tuesday | | |
| 8/15/2018 | Wednesday | | |
| 8/16/2018 | Thursday | | |
| 8/17/2018 | Friday | | |
| 8/18/2018 | Saturday | | |
| 8/19/2018 | Sunday | | |
| 8/20/2018 | Monday | | |
| 8/21/2018 | Tuesday | | |
| 8/22/2018 | Wednesday | | |
| 8/23/2018 | Thursday | | |
| 8/24/2018 | Friday | | |
| 8/25/2018 | Saturday | | |
| 8/26/2018 | Sunday | | |
| 8/27/2018 | Monday | | |
| 8/28/2018 | Tuesday | | |
| 8/29/2018 | Wednesday | | |
| 8/30/2018 | Thursday | | |
| 8/31/2018 | Friday | | |
| **Total Hours August** | | 0 | |

Work Schedule For the Month of September

| Date | Day | Hors Worked | Description of Work Performed |
|---|---|---|---|
| 9/1/2018 | Saturday | | |
| 9/2/2018 | Sunday | | |
| 9/3/2018 | Monday | | |
| 9/4/2018 | Tuesday | | |
| 9/5/2018 | Wednesday | | |
| 9/6/2018 | Thursday | | |
| 9/7/2018 | Friday | | |
| 9/8/2018 | Saturday | | |
| 9/9/2018 | Sunday | | |
| 9/10/2018 | Monday | | |
| 9/11/2018 | Tuesday | | |
| 9/12/2018 | Wednesday | | |
| 9/13/2018 | Thursday | | |
| 9/14/2018 | Friday | | |
| 9/15/2018 | Saturday | | |
| 9/16/2018 | Sunday | | |
| 9/17/2018 | Monday | | |
| 9/18/2018 | Tuesday | | |
| 9/19/2018 | Wednesday | | |
| 9/20/2018 | Thursday | | |
| 9/21/2018 | Friday | | |
| 9/22/2018 | Saturday | | |
| 9/23/2018 | Sunday | | |
| 9/24/2018 | Monday | | |
| 9/25/2018 | Tuesday | | |
| 9/26/2018 | Wednesday | | |
| 9/27/2018 | Thursday | | |
| 9/28/2018 | Friday | | |
| 9/29/2018 | Saturday | | |
| 9/30/2018 | Sunday | | |
| **Total Hours September** | | 0 | |

Work Schedule For the Month of October

| Date | Day | Hors Worked | Description of Work Performed |
|---|---|---|---|
| 10/1/2018 | Monday | | |
| 10/2/2018 | Tuesday | | |
| 10/3/2018 | Wednesday | | |
| 10/4/2018 | Thursday | | |
| 10/5/2018 | Friday | | |
| 10/6/2018 | Saturday | | |
| 10/7/2018 | Sunday | | |
| 10/8/2018 | Monday | | |
| 10/9/2018 | Tuesday | | |
| 10/10/2018 | Wednesday | | |
| 10/11/2018 | Thursday | | |
| 10/12/2018 | Friday | | |
| 10/13/2018 | Saturday | | |
| 10/14/2018 | Sunday | | |
| 10/15/2018 | Monday | | |
| 10/16/2018 | Tuesday | | |
| 10/17/2018 | Wednesday | | |
| 10/18/2018 | Thursday | | |
| 10/19/2018 | Friday | | |
| 10/20/2018 | Saturday | | |
| 10/21/2018 | Sunday | | |
| 10/22/2018 | Monday | | |
| 10/23/2018 | Tuesday | | |
| 10/24/2018 | Wednesday | | |
| 10/25/2018 | Thursday | | |
| 10/26/2018 | Friday | | |
| 10/27/2018 | Saturday | | |
| 10/28/2018 | Sunday | | |
| 10/29/2018 | Monday | | |
| 10/30/2018 | Tuesday | | |
| 10/31/2018 | Wednesday | | |
| **Total Hours October** | | 0 | |

Work Schedule For the Month of November

| Date | Day | Hors Worked | Description of Work Performed |
|---|---|---|---|
| 11/1/2018 | Thursday | | |
| 11/2/2018 | Friday | | |
| 11/3/2018 | Saturday | | |
| 11/4/2018 | Sunday | | |
| 11/5/2018 | Monday | | |
| 11/6/2018 | Tuesday | | |
| 11/7/2018 | Wednesday | | |
| 11/8/2018 | Thursday | | |
| 11/9/2018 | Friday | | |
| 11/10/2018 | Saturday | | |
| 11/11/2018 | Sunday | | |
| 11/12/2018 | Monday | | |
| 11/13/2018 | Tuesday | | |
| 11/14/2018 | Wednesday | | |
| 11/15/2018 | Thursday | | |
| 11/16/2018 | Friday | | |
| 11/17/2018 | Saturday | | |
| 11/18/2018 | Sunday | | |
| 11/19/2018 | Monday | | |
| 11/20/2018 | Tuesday | | |
| 11/21/2018 | Wednesday | | |
| 11/22/2018 | Thursday | | |
| 11/23/2018 | Friday | | |
| 11/24/2018 | Saturday | | |
| 11/25/2018 | Sunday | | |
| 11/26/2018 | Monday | | |
| 11/27/2018 | Tuesday | | |
| 11/28/2018 | Wednesday | | |
| 11/29/2018 | Thursday | | |
| 11/30/2018 | Friday | | |
| **Total Hours November** | | 0 | |

**Total Hours Recorded August-November 2018**

| Month | Hours Worked |
|---|---|
| August | 0 |
| September | 0 |
| October | 0 |
| November | 0 |
| **Total** | **0** |

RESOLUTION NO.: 203 - 2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING THE AWARD OF A BID AND EXECUTION OF A CONTRACT WITH SHAMROCK SHOWS, INC. FOR AMUSEMENT RIDES, ATTRACTIONS AND CONCESSIONS AT THE CITY OF NEWBURGH 30TH INTERNATIONAL FESTIVAL

WHEREAS, the City of Newburgh's 30th Annual International Festival is scheduled for Friday, August 31, 2018 through Monday, September 3, 2018, respectively, and will be held at the Delano-Hitch Recreation Park; and

WHEREAS, the City of Newburgh issued a Request for Proposals for Carnival Rides, Concessions and Amusements for the City of Newburgh's 30th Annual International Festival; and

WHEREAS, one (1) proposal was duly received and opened; and

WHEREAS, Shamrock Shows, Inc. was the only bidder; and

WHEREAS, the City of Newburgh wishes to enter into a contract with Shamrock Shows, Inc. to provide Carnival Rides, Concessions and Amusements for the City of Newburgh's 30th Annual International Festival; and

WHEREAS, the City Council has determined it to be in the best interests of the City of Newburgh to enter into a contract with Shamrock Shows, Inc.;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the bid for Carnival Rides, Concessions and Amusements be and is hereby awarded to Shamrock Shows, Inc.; and

**BE IT FURTHER RESOLVED**, that the City Manager be and he is hereby authorized to execute and enter into a contract, in substantially the same form as attached hereto with such other terms and conditions as Corporation Counsel may require, on behalf of the City of Newburgh with Shamrock Shows, Inc.

103-18



# REQUEST FOR PROPOSALS

## RFP #9.1

## CARNIVAL RIDES, CONCESSIONS AND AMUSEMENTS FOR THE 30TH ANNUAL INTERNATIONAL FESTIVAL

**Overview:** The City of Newburgh, New York is seeking proposals from qualified carnival ride and amusement companies (hereinafter referred to as "Ride Company") to provide carnival rides, concessions and amusement services for the 30th Annual International Festival. This year, the International Festival will be held over the Labor Day weekend at the Delano-Hitch Recreation Park on Washington Street in the City of Newburgh. With numerous vendors and live entertainment scheduled, this festival typically draws several thousand people over the weekend. An overview of the Park is referenced on page 8 of this RFP indicating the two fields where the festival will operate.

The 2018 festival runs for four (4) consecutive days from Friday, August 31, 2018 through Monday, September 3, 2018. The festival will kick off Friday, August 31, 2018 beginning at 5:00 P.M. (Eastern Time) and ending its operation at 10:00 P.M. on Labor Day, Monday, September 3, 2018.

1.0 GENERAL

A. Taxes. The City of Newburgh is exempt from Federal Excise Taxes and the New York State Sales Tax.

B. Iran Divestment Act. By submission of a Proposal in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, Respondent (or any assignee hereinafter referred to as "Bidder" or "Vendor") certifies that it is not listed on the "Entities Determined To Be Non-Responsive Bidders/Offerors Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf and further certifies that it will not utilize on such contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Respondent is advised that should it seek to renew or extend a contract awarded in response to the solicitation, it must provide the same certification at the time the contract is renewed or extended.

The City of Newburgh reserves the right to reject any Proposal from an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

***The signature on the Proposal Information Form will be considered certification that the Respondent is in compliance with all aspects of this regulation.***

C. Non-Collusion Bidding Affidavit. The City requires that a Non-Collusive Bidding Affidavit be submitted with all bids pursuant to its authority according to the Section 103-d of the State of New York Finance Law. This Non-Collusive Bidding Affidavit, made part of the Proposer Information Form, must be executed in ***blue ink*** by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the bid.

Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of the bid.

If a bid is submitted by a joint venture, each party to the venture must be identified in the bid documents, and a Non-Collusive Bidding Affidavit must be submitted separately on behalf of each party.

Failure to provide a Non-Collusive Bidding Affidavit in compliance with these instructions will result in disqualification of the bid.

## 2.0 SUBMISSION OF PROPOSALS

A. Qualified individuals and/or Ride Companies shall submit their original Proposal, *plus one copy*, to City Comptroller Kathryn Mack City of Newburgh, 83 Broadway- 4th Floor, Newburgh, New York, 12550, ***on or before*** 4:00 P.M., (*Eastern Time*), Wednesday, August 8, 2018. Late submissions will not be accepted.

B. Proposals shall be delivered to the City Comptroller at his office located in City Hall, 83 Broadway, 4th Floor, Newburgh, New York, 12550 by hand, mail or the other courier type services. Facsimile or electronic mail submittals will not be accepted.

C. Proposals must be in a sealed envelope indicating both the company name and the words "**RFP for International Festival**" ***clearly marked*** on the outer envelope.

D. The front cover of the Proposal shall clearly indicate firm name, address, telephone number(s), email address, if available, and the designated contact person's name.

E. All signatures, with the exception of a Notary Public, must be signed in ***blue ink***.

F. Forms provided must be completed and submitted with Proposal in original form.

G. Respondents shall submit one (1) original *plus* one (1) copy of their Proposal to the City Comptroller as indicated in the aforementioned, *Section 2.0*.

## 3.0 CONTENTS OF PROPOSALS

Proposals must contain and indicate compliance of the following information which shall be outlined in the order read below:

A. The Ride Company shall provide the City with a Proposal outlining the number and type of carnival rides, amusements and concessions to be provided during the 2018 International Festival.

B. The Ride Company must secure and maintain all proper policies of insurance coverage, co-insuring the City of Newburgh, NY, in scope and amount satisfactory to City, and must be properly permitted by the Orange County Health Department and otherwise as required by law.

C. The Ride Company shall provide amusements, concessions and carnival rides at no cost to the City of Newburgh.

D. The Ride Company shall propose to pay the City of Newburgh a set percentage of their entire proceeds over the total and complete duration of the Festival in said Proposal.

E. The Ride Company shall provide such amusements, concessions and carnival rides with their own source of power and electricity.

F. The Ride Company shall provide a set number of advertising posters at no cost to the City which shall be distributed by the City of Newburgh. The Ride Company shall propose the set number of posters in said Proposal.

G. The Ride Company must supply tickets at no cost to the City of Newburgh.

H. The Ride Company shall be fully responsible to provide all personnel.

I. The Ride Company shall be responsible for maintenance and cleanliness of the immediate concession and amusement ride areas at all times.

J. The successful Ride Company ***must*** provide a written accounting of the daily proceeds earned to the designated City of Newburgh representative *(To Be Determined)* at the conclusion of festival operations ***each and every evening***.

K. The successful Ride Company shall pay the City of Newburgh *at the end of each festival evening* the amount due to the City based on the accounting of proceeds earned and on the percentage proposed and awarded there from.

L. Completed forms signed in ***blue ink*** by an officer of the Ride Company as provided in this RFP on pages 6 and 7 - *Proposer Information Form* and *Non-Collusion Bidding Affidavit*. These two (2) original documents ***must be included*** in the original Proposal when submitted. Proposals shall be appropriately marked *original* and *copy* prior to submission.

M. Failure to comply with any of the stipulations specified in this RFP shall remove the Ride Company from consideration of any or all future City of Newburgh events.

## 4.0 TIME OF PERFORMANCE

A. Festival Setup and Tear-Down Period. The successful Ride Company must begin setup at the Newburgh Recreation designated field, no earlier than Wednesday, August 29, 2018 at 12:00 P.M. The successful Ride Company must have all equipment removed from said location no later than 12:00 P.M. on Wednesday, September 5, 2018.

B. Hours of Festival Operations. The successful Ride Company must have all personnel, rides and concessions ready to operate on the first day no later than 5:00 P.M. (Eastern Time) on Friday, August 31, 2018 and shall cease operations promptly at 11:00 P.M. that night.

Ride Company is responsible for all personnel, rides and concessions ready for carnival operations commencing at 12:00 P.M. for each of the remaining days: Saturday, September 1, 2018; Sunday, September 2, 2018; and, Monday, September 3, 2018.

Ride Company shall cease operations promptly at 11:00 P.M. on Friday, August 31, 2018; Saturday, September 1, 2018; and, Sunday, September 2, 2018.

Ride Company shall cease operations at end of Festival on Monday, September 3, 2018 promptly at 10:00 P.M., unless otherwise directed by a City of Newburgh official or designated representative.

## 5.0 QUESTIONS

Questions regarding this Request for Proposal (RFP) must be submitted in writing electronically to the attention of City Comptroller Kathryn Mack no later than 4:00 P.M., (Eastern Time), Wednesday, August 8, 2018 to: kmack@cityofnewburgh-ny.gov

## 6.0 WITHDRAWAL OF PROPOSAL

Proposals shall not be withdrawn for a period of forty-five (45) days subsequent to the submission deadline without the consent of the City of Newburgh Comptroller.

## 7.0 RIGHT TO REJECT/AWARD PROPOSAL

The City of Newburgh reserves the right to reject any and all Proposals. Contract award may be subject to approval by the Council of the City of Newburgh.

"AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER"

# PROPOSER INFORMATION FORM

## REQUEST FOR PROPOSALS

## RFP #9.18

OPERATION OF CARNIVAL RIDES, CONCESSIONS AND AMUSEMENTS
FOR THE
30TH ANNUAL INTERNATIONAL FESTIVAL
CITY OF NEWBURGH, NEW YORK

I (We) hereby propose services for the operations of carnival rides, concessions and amusements for the City of Newburgh, New York as requested by the City in accordance with the RFP solicitation. By signing and submitting this Proposer Information Form for consideration by the City of Newburgh, I (We) acknowledge that I (We) have read, understand and agree to all aspects of the requirements of this RFP as presented without reservation or alteration.

COMPANY NAME ______________________________

ADDRESS ______________________________

PHONE NO. ______________ FAX NO. ______________

EMERGENCY TEL: ______________ CONTACT: ______________

EMAIL ADDRESS ______________________________

TAX I.D. NUMBER ______________________________

SUBMITTED BY ______________________________
Signature in ***BLUE*** *Ink*

NAME/TITLE ______________________________

DATED ______________

***BIDS RECEIVED WITHOUT NON-COLLUSION BIDDING AFFIDAVIT WILL NOT BE ACCEPTED***

# NON-COLLUSION BIDDING AFFIDAVIT

City of Newburgh, New York

STATE OF )
)SS
COUNTY OF )

I, ______________________________ of the (City, Town, Village) of ____________________
in the County of __________________________ in the State of ____________________________,
of full age, being duly sworn according to law on my oath dispose and say that:

I am _____________________, an officer of the firm of ________________________________
the vendor making the Proposal for the above named work, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the City of Newburgh as Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona file employees or bona fide established commercial or selling agencies maintained by ________________________________________________. (Name of Agency)

Subscribed and sworn to by: ______________________________________________
(Signature – in **Blue** Ink)

______________________________________________
(Print or type name and title of individual that signed above)

Before me this ____________________ day

of ______________________________, 20___

______________________________________
(Notary Public Signature)

Notary Public of ______________________

My commission expires ___________ 20___

Affix Notary Stamp/Seal

**THIS AFFIDAVIT MUST BE COMPLETED BY ALL BIDDERS**

RESOLUTION NO.: 204 - 2018

OF

AUGUST 13, 2018

RESOLUTION AMENDING RESOLUTION NO: 333-2017,
THE 2018 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO ADJUST FOR INSURANCE RECOVERY FUNDS ALLOCATED TO
INSURANCE RECOVERIES TO BE APPLIED TO FIRE DEPARTMENT
MOTOR VEHICLE REPAIRS

WHEREAS, the Fire Department received an insurance recovery in the amount of $8,425.03 for damage to a Department vehicle which funds were allocated to Insurance Recoveries; and

WHEREAS, the Department vehicle is being repaired; and

WHEREAS, it is necessary to adjust the 2018 Budget to reflect the allocation of the funds allocated to Insurance Recoveries to Fire Department Repairs of Motor Vehicles; 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:

| | | Increase |
|---|---|---|
| A.0000.2680 | Insurance Recoveries | $8,425.03 |
| A.3412.048 | Repairs/Motor Vehicles | $8,425.03 |
| TOTAL: | | $8,425.03 |

18

CITY OF NEWBURGH, NY (JTAYLOR) - [GR1040A/V1/L1 Daily Receipts Collection] (Not Responding)

File Edit Query Record Field Setup Window Help

ENTRY MODE

Year: 2018
Period: 7
Trans Date: 07/26/2018
Status: Batch
Roll Type: GR GENERAL RECEIPTS
Batch No: JT
Entered By: JTAYLOR 07/26/2018
Trans No: 195907
Source:
Description: PYMNT FOM PROGRESSIVE FOR FIRE DEPT PROPERT DAMAGE ON TWO CLAIMS

Template

Reverse

Attachments

| Receipt Type | Description | Amount | GL |
|---|---|---|---|
| A2680 | INSURANCE RECOVERIES | 8,425.03 | |

Payor Name: PROGRESSIVE

Customer: Address

Reference: SETTLEMENT OF CLAIM

Receipt Printer:

Subtotal: 8,425.03

Tax: 0.00

Total: 8,425.03

Amt Paid: 8,425.03

Change: 0.00

Payment Breakdown

Pay Type: CHECK

Check/Ref No: VARIOUS

Receipt No: 188460

— Select —

Enter value for Trans Date

Record: 1/1 <OSC> <DBG>

Progressive
P.O. Box 512926
Los Angeles, CA 90051

PROGRESSIVE®



CITY OF NEWBURGH FIRE DEPT
22 GRAND ST
NEWBURGH, NY 12550

| ADVICE FOR PAYMENT 2776616443 | | |
|---|---|---|
| **Payee:** CITY OF NEWBURGH FIRE DEPT | **Payment Date** | 07/12/2018 |
| | **Total Payment Amount** | $6,740.02 |
| | **Total Number of Invoices** | 1 |

If you have any questions regarding this payment, please call us at 1-800-274-4499.

**Details**

| Claim Number: | Name: | Date of Loss: | Invoice Number: | Company: |
|---|---|---|---|---|
| 182913805 | CITY OF NEWBURGH FIR, E DEPT | 03/12/2018 | 48701579 | Progressive Specialty Insurance Company |

| Type | Description | *Coverage | Reference | Identifier | Service Dates | Deductible | Payment Amount |
|---|---|---|---|---|---|---|---|
| Repair | Estimate | PD | N/A | 15 SPARTAN FIRE TRUCK 078865 | N/A | $0.00 | $6,740.02 |

| Total Payment Amount | $6,740.02 |
|---|---|

***Full Description of Coverage:**

PD - Property Damage Liability

Progressive
P.O. Box 512926
Los Angeles, CA 90051

PROGRESSIVE®



CITY OF NEWBURGH FIRE DEPT
22 GRAND ST
NEWBURGH, NY 12550

## ADVICE FOR PAYMENT 2776616488

| Payee: | | |
|---|---|---|
| CITY OF NEWBURGH FIRE DEPT | Payment Date | 07/12/2018 |
| | Total Payment Amount | $1,685.01 |
| | Total Number of Invoices | 1 |

If you have any questions regarding this payment, please call us at 1-800-274-4499.

### Details

| Claim Number: | Name: | Date of Loss: | Invoice Number: | Company: |
|---|---|---|---|---|
| 182517315 | CITY OF NEWBURGH FIR, E DEPT | 03/12/2018 | 48702067 | Progressive Max Insurance Company |

| Type | Description | *Coverage | Reference | Identifier | Service Dates | Deductible | Payment Amount |
|---|---|---|---|---|---|---|---|
| Repair | Estimate | PD | N/A | 13 SPARTAN FIRE TRUCK 078865 | N/A | $0.00 | $1,685.01 |

| Total Payment Amount | $1,685.01 |
|---|---|

***Full Description of Coverage:**

PD - Property Damage Liability

# CITY OF NEWBURGH

FIRE DEPARTMENT

22 Grand Street
Newburgh, New York 12550
Phone: 845.562.1212 Fax: 845.569.7435

MEMORANDUM TO: KATHRYN MACK
COMPTROLLER

FROM: TERRY AHLERS
ACTING FIRE CHIEF

SUBJECT: CHECKS RECEIVED -
CHECK #2776616443 – Claim #18-2913805
(15 SPARTAN FIRE TRUCK)
CHECK #2776616488 – Claim #18-2517315
(~~13~~ 15 SPARTAN FIRE TRUCK)

DATE: JULY 18, 2018

Please find herewith attached two checks; namely, check number 2776616443 in the amount of $6740.02 and check number 2776616488 in the amount of $1685.01 from Progressive Insurance payable to City of Newburgh Fire Department regarding two claims.

Terry Ahlers

TERRY AHLERS
ACTING FIRE CHIEF

Attachments

PROGRESSIVE®

PAYABLE THROUGH
PNC BANK, N.A. 070
ASHLAND,OH
1-877-448-9544

VOID IF NOT PRESENTED WITHIN 90 DAYS

CLAIM NUMBER: 18-2517315
NAME: CITY OF NEWBURGH FIR ,
E DEPT

DRAFT NUMBER:
2776616488

July 12, 2018

56-389
412

1687

PAY EXACTLY $************1,685.01

ONE THOUSAND, SIX HUNDRED EIGHTY-FIVE AND 01/100 ******************************************

PAY TO THE ORDER OF: CITY OF NEWBURGH FIRE DEPT
22 GRAND ST
NEWBURGH, NY 12550

Progressive Max Insurance Company

BY: AUTHORIZED SIGNATURE

2776616488 041203895 4239694516

DO NOT WRITE OR STAMP BELOW THIS LINE

PROGRESSIVE

PAYABLE THROUGH
PNC BANK, N.A. 070
ASHLAND,OH
1-877-448-9544

VOID IF NOT PRESENTED WITHIN 90 DAYS

CLAIM NUMBER: 18-2913805
NAME: CITY OF NEWBURGH FIR
E DEPT

DRAFT NUMBER:
**2776616443**

**July 12, 2018**

56-389
412

1689

PAY EXACTLY **$************6,740.02**

**SIX THOUSAND, SEVEN HUNDRED FORTY AND 02/100 *************************************************

PAY TO THE ORDER OF:
CITY OF NEWBURGH FIRE DEPT
22 GRAND ST
NEWBURGH, NY 12550

Progressive Specialty Insurance Company

BY: AUTHORIZED SIGNATURE

⑈2776616443⑈ ⑆041203895⑆ 4239694516⑈

DO NOT WRITE OR STAMP BELOW THIS LINE

RESOLUTION NO.: 205-2018

OF

AUGUST 13, 2018

A RESOLUTION AMENDING THE 2018 PERSONNEL ANALYSIS BOOK TO ADD ONE (1) FIREFIGHTER POSITION ON A TEMPORARY BASIS IN THE CITY OF NEWBURGH FIRE DEPARTMENT

WHEREAS, the retirement of a Fire Captain has created a vacancy in the Fire Department; and

WHEREAS, the costs savings from the vacant Fire Captain position can be utilized to fund one (1) Firefighter position on a temporary basis through December 31, 2018 as the City continues to review Fire Department staffing; and

WHEREAS, adding one (1) temporary Firefighter position in the Fire Department requires an amendment to the 2018 Personnel Analysis Book; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2018 be amended, and that there be and hereby is created (1) temporary position in the job title of "Firefighter" effective July 30, 2018 through December 31, 2018.

RESOLUTION NO.: 206 - 2018

OF

AUGUST 13, 2018

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 36 HASBROUCK STREET (SECTION 38, BLOCK 3, LOT 46) AT PRIVATE SALE TO MICHAEL CONNERS FOR THE AMOUNT OF $5,000.00

**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 36 Hasbrouck Street, being more accurately described as Section 38, Block 3, Lot 46 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 purchaser 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 November 16, 2018, being approximately ninety (90) days from the date of this resolution; and

| Property address | Section, Block, Lot | Purchaser | Purchase Price |
|---|---|---|---|
| 36 Hasbrouck Street | 38 - 3 - 46 | Michael Conners | $5,000.00 |

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

206-18

# Terms and Conditions Sale
# 36 Hasbrouck Street, City of Newburgh (38-3-46)

**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 2018-2019, 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 2018-2019, 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 City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. 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.

8. 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 purchaser following the closing of sale.

9. 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.

10. 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 November 16, 2018 ("Closing Deadline"). 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. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.

11. 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 from the Closing Deadline. 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 its consideration.

12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall <u>not</u> 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.

13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. 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.

14. 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, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**

15. 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.

16. 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. Any survey description shall be 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.

17. 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 Closing Deadline date. If such conveyance occurs, 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.: 207 - 2018

OF

AUGUST 13, 2018

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 89 WEST VAN NESS STREET (SECTION 26, BLOCK 5, LOT 5) AT PRIVATE SALE TO LORENA SANTOS, MARCO TORRES AND RICARDO SANTOS FOR THE AMOUNT OF $20,000.00

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 89 West Van Ness Street, being more accurately described as Section 26, Block 5, Lot 5 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 purchaser 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 November 16, 2018, being approximately ninety (90) days from the date of this resolution; and

| Property address | Section, Block, Lot | Purchaser | Purchase Price |
|---|---|---|---|
| 89 West Van Ness Street | 26 - 5 - 5 | Lorena Santos<br>Marco Torres<br>Ricardo Santos | $20,000.00 |

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

207-18

# Terms and Conditions Sale
# 89 West Van Ness Street, City of Newburgh (26-5-5)

**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 2018-2019, 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 2018-2019, 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. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.

8. 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.

9. 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 purchaser following the closing of sale.

10. 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.

11. 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 November 16, 2018 ("Closing Deadline"). 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. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.

12. 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 from the Closing Deadline. 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 its consideration.

13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall <u>not</u> 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 is conveyed on the actual day of closing. 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, tax reimbursements, buyer's

premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance 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. Any survey description shall be 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. 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 Closing Deadline date. If such conveyance occurs, 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.: 208 - 2018

OF

AUGUST 13, 2018

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 40 WILLIAM STREET (SECTION 38, BLOCK 2, LOT 33) AT PRIVATE SALE TO DAWN M. LIBERI FOR THE AMOUNT OF $11,000.00

**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 40 William Street, being more accurately described as Section 38, Block 2, Lot 33 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 purchaser 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 November 16, 2018, being approximately ninety (90) days from the date of this resolution; and

| Property address | Section, Block, Lot | Purchaser | Purchase Price |
|---|---|---|---|
| 40 William Street | 38 - 2 - 33 | Dawn M. Liberi | $11,000.00 |

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

108-18

# Terms and Conditions Sale
# 40 William Street, City of Newburgh (38-2-33)

**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 2018-2019, 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 2018-2019, 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. 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.
7. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.

8. 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.

9. 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 purchaser following the closing of sale.

10. 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.

11. 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 November 16, 2018 ("Closing Deadline"). 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. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.

12. 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 from the Closing Deadline. 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 its consideration.

13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall <u>not</u> 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 is conveyed on the actual day of closing. 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, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance 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. Any survey description shall be 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. 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 Closing Deadline date. If such conveyance occurs, 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.: 209 - 2018

OF

AUGUST 13, 2018

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 152 SOUTH STREET (SECTION 11, BLOCK 3, LOT 16) AT PRIVATE SALE TO JU YOUNG OH AND MIN SUNG KANG FOR THE AMOUNT OF $5,070.00

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 152 South Street, being more accurately described as Section 11, Block 3, Lot 16 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 purchaser 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 November 16, 2018, being approximately ninety (90) days from the date of this resolution; and

| Property address | Section, Block, Lot | Purchaser | Purchase Price |
|---|---|---|---|
| 152 South Street | 11 - 3 - 16 | Ju Young Oh<br>Min Sung Kang | $5,070.00 |

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

9-18

# Terms and Conditions Sale
# 152 South Street, City of Newburgh (11-3-16)

**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 2018-2019, 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 2018-2019, 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. 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.
7. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.

8. 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.

9. 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 purchaser following the closing of sale.

10. 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.

11. 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 November 16, 2018 ("Closing Deadline"). 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. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.

12. 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 from the Closing Deadline. 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 its consideration.

13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall <u>not</u> 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 is conveyed on the actual day of closing. 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, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance 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. Any survey description shall be 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. 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 Closing Deadline date. If such conveyance occurs, 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.: 210 - 2018

OF

AUGUST 13, 2018

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 112 JOHNSTON STREET (SECTION 18, BLOCK 10, LOT 12) AT PRIVATE SALE TO ERIC HILTNER FOR THE AMOUNT OF $7,500.00

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 112 Johnston Street, being more accurately described as Section 18, Block 10, Lot 12 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 purchaser 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 November 16, 2018, being approximately ninety (90) days from the date of this resolution; and

| Property address | Section, Block, Lot | Purchaser | Purchase Price |
|---|---|---|---|
| 112 Johnston Street | 18 - 10 - 12 | Eric Hiltner | $7,500.00 |

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

110-18

# Terms and Conditions Sale
# 112 Johnston Street, City of Newburgh (18-10-12)

**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 2018-2019, 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 2018-2019, 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. 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.
7. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.

8. 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.

9. 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 purchaser following the closing of sale.

10. 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.

11. 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 November 16, 2018 ("Closing Deadline"). 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. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.

12. 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 from the Closing Deadline. 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 its consideration.

13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall <u>not</u> 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 is conveyed on the actual day of closing. 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, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance 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. Any survey description shall be 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. 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 Closing Deadline date. If such conveyance occurs, 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.: 211 - 2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SITE DEVELOPMENT AGREEMENT WITH BOM NEWBURGH, LLC FOR THE TRANSFER AND REDEVELOPMMENT OF PROPERTY LOCATED AT 109 SOUTH WILLIAM STREET (SECTION 45, BLOCK 5, LOT 5)

WHEREAS, by Resolution No. 93-2018 of April 9, 2018, the Council of the City of Newburgh authorized the City Manager to negotiate on behalf of the City a development agreement with R.L. Baxter Building Corp. for the redevelopment of the property at 109 South William Street, more accurately described as Section 45, Block 5, Lot 5 on the official tax map of the City of Newburgh (the "Property"); and

WHEREAS, R.L. Baxter Building Corp. has formed a new entity, BOM Newburgh, LLC, and requested that the City of Newburgh allow them access to the Property prior to finalizing a development agreement for the purposes of and to perform certain pre-development activities; and

WHEREAS, by Resolution No. 118-2018 of May 14, 2018, the City Council authorized the City Manager to enter into a license agreement with BOM Newburgh, LLC, and its contracted agents to allow access to 109 South William Street for the purposes of and to perform site investigations and other pre-development activities; and

WHEREAS, the parties have negotiated a site development agreement for the transfer and redevelopment of the Property, which is annexed hereto;

WHEREAS, this Council the Property is not required for public and that approving such site development agreement is necessary, appropriate and in the best interests of the City;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh that the City Manager be and he is hereby authorized to executed on behalf of the City of Newburgh the site development agreement with BOM Newburgh, LLC, in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, for the transfer and redevelopment of the property at 109 South William Street.

11-18

NAW COMMENTS - 080118

DRAFT FOR COUNCIL REVIEW
8/9/18

SITE DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF NEWBURGH

AND

BOM NEWBURGH LLC

DATED AS OF ____________________, 2018

Regarding:
109 South William Street, Tax ID 45-5-5
City of Newburgh, Orange County, New York

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SITE DEVELOPMENT AGREEMENT

SITE DEVELOPMENT AGREEMENT ("Contract") dated _____________, 2018 between the City of Newburgh, a municipality of the State of New York, having a principal office at City Hall, 83 Broadway, Newburgh, NY 12550 ("Seller" or "City") and BOM Newburgh LLC, a New York limited liability company having an address at ____________________, NY ("Developer").

WITNESSETH:

WHEREAS, the City is the owner of the property located at 109 South William Street in the City of Newburgh, more accurately described as Section 45, Block 5, Lot 5 on the official tax map of the City of Newburgh, described in Section 3.01 hereof (the "Property"); and

WHEREAS, the Seller desires to provide for the redevelopment of the Property for mixed commercial and residential uses; and

WHEREAS, pursuant to a request for proposals, based on their representations as to qualifications, experience and financial capacity, the Seller selected the Developer to redevelop the Property; and

WHEREAS, the Developer has proposed to acquire the Property from the Seller for the purposes of developing the Property, and Seller desires to convey the Property to the Developer pursuant to the terms set forth in this Contract; and

WHEREAS, the Developer acknowledges that the Seller is conveying the Property subject to the terms and conditions set forth herein for the purpose of providing for the redevelopment of the Property in accordance with this Contract;

NOW THEREFORE, in consideration of mutual covenants herein contained and the payment of the sum of on dollar by the Developer to Seller, the receipt of which is hereby acknowledged, the parties agree as follows:

## ARTICLE 1
## DEFINITIONS

SECTION 1.01 Definitions. The terms set forth in this Section shall have the meanings ascribed to them for all purposes of this Contract, unless the context clearly requires otherwise.

"Approvals and Permits" shall mean, collectively, all approvals and permits from all governmental or administrative agencies or regulatory bodies having jurisdiction for the construction and operation of the redevelopment of the Property, including, without limitation, all site plan approvals, zoning variances, easement and franchise agreements, building permits, certificate of occupancy, certificate of appropriateness, and all applications for licenses, permits and permission to construct and maintain all on-site and off-site improvements, curbcuts, roadway, mediate cuts and utility lines and services.

"Architect" shall mean a professional architect or professional engineer or firm of professional architects or professional engineers licensed by the State of New York, and reasonably acceptable to Seller. [NAW - NOT SURE WHY THE ARCHITECT NEEDS TO BE SPECIFIED HERE AS LONG AS THE CITY RETAINS THE RIGHT TO APPROVE.]

"Business Day" shall mean a day other than i) any Saturday, Sunday, or other day on which banks located in the City of Newburgh are authorized or required to be closed, or ii) any day on which the offices of the City of Newburgh are closed.

"Certificate of Occupancy" shall mean a permanent certificate of occupancy issued by the City of Newburgh Code Compliance Bureau.

"City" shall mean the City of Newburgh, a municipal corporation of the State of New York having a place of business at 83 Broadway, Newburgh, NY 12550, its successors and assigns.

"Claims" shall mean any and all claims (whether in tort, contract or otherwise), demands, liabilities, obligations, damages, penalties, costs, charges and expenses, for losses, damage, injury and liability of every kind and nature and however caused, and taxes, including, without limitation, reasonable fees of architects, engineers and attorneys, administrative or judicial actions, suits, orders, liens, notices, notice of violations, investigations, complaints, requests for information, proceedings, or other communication (written or oral), whether criminal or civil.

"Closing Date" shall mean the date of closing of title pursuant to Section 3.03.

"Closing Deadline" shall mean the date which is set forth in Schedule "C" as the closing deadline.

"Completion Deadline" shall mean the date which is set forth in Schedule "C" as the completion deadline.

"Developer" shall mean BOM Newburgh LLC or its successors and assigns to the extent permitted under Section 12.01 of this Contract.

"Earnest Money" shall mean the amount payable pursuant to Section 4.01(a).

"Force Majeure" shall mean acts of God, strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the United States or any civil or military authority in the exercise of its police powers; insurrection, civil disturbances, or riots; or impossibility of procuring materials.

"Governmental Authority" shall mean the United States, State of New York, and any political subdivision thereof, and any agency, department, commission, board, bureau or instrumentality of any of them having jurisdiction over the Property including, but not limited to the United States, the U.S. Environmental Protection Agency, or any state or local environmental protection agency.

"Housing Units" shall mean apartment units intended to be occupied by a single person or family other than on a transient basis.

"Improvements" shall mean any buildings, structures, or other improvements, now or hereafter constructed or place upon, under or affixed to the Property, including without limitation any fixtures.

"Lending Institution" shall mean any insurance company, bank or trust company, college, university charitable institution or union, pension, profit or retirement fund or trust, governmental agency or fund, real estate investment trust, or other financial or lending institution whose loans on real estate or respect thereto are regulated by state or federal law, and which is not a Related Party to the Developer.

"Liens" shall mean any interest in real or personal property securing an obligation owed to a Person, whether such interest is based on the common law, statute or contract, and including, but not limited to, a security interest arising from a mortgage, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term "Lien" includes reservations, exceptions, encroachments, projection, easements, right of way, including but not limited to, mechanics', materialman's, warehousemen's and carriers' liens and other similar encumbrances affecting real property. For purposes hereof, a Person shall be deemed to be the owner of real or personal property which it has acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the property has been retained by or vested in some other Person for security purposes.

"Net Proceeds" shall mean so much of the proceeds with respect to which that term is used as remain after payment of all fess for the costs of adjustment and collection, services, expenses, and taxes (including reasonable attorneys' fees) incurred in obtaining such proceeds.

"Person" shall mean an individual, partnership, corporation, trust, unincorporated organization or Government Authority.

"Plans and Specifications" shall mean the plans, specifications, drawings and related documents for the Improvements which shall be prepared by a New York Stated Licensed Architect or Professional Engineer, and shall be as detailed as the plans required to be submitted to the building inspector of the City for purposes of obtaining a building permit, including at least a site plan, landscaping plan, drainage plan, pedestrian and vehicle ingress and egress, floor plan, utilities, water, sewer, exterior materials, colors and elevations, parking plan, and signage, including all amendments and modifications thereof made in accordance with the terms hereof.

"Project" shall mean the development project which shall include a mixed use redevelopment of the existing building located on the Property consisting of ____ square feet of retail/restaurant/office uses on the ground floor, _____ square feet of office use on the second floor, and Housing Units for residential use on the third floor. The square footages for each floor being derived from the records of the City Assessor with no guarantee of accuracy.

"Project Lender" shall mean a Lending Institution that is the mortgagee of a Project Mortgage financing construction of the Project.

"Project Mortgage" shall mean one or more mortgages on Developer's interest in the Property and Improvements obtained from a Lending Institution, the proceeds of which are used for the development of the Project including, without limitation, soft costs, hard costs and financing costs related thereto and any refinancing by a Lending Institution.

"Property" shall mean the property described at Section 3.01 to be conveyed pursuant to this Contract.

"Purchase Price" shall mean the purchase price set forth in Section 4.01.

"Related Party" shall mean, with respect to any Person, any other Person if such other Person controls or is controlled by or under common control with the Person.

"Required Guarantee" shall mean an unconditional letter of credit issued by a New York or U.S. federal bank whose unsecured obligations are rated at least "A/IX", in form and substance satisfactory to the Seller or a surety bond in form and substance satisfactory to the Seller.

"Taxes" shall mean all taxes, assessments, water and sewer rents, rates and charges, vault license fees or rentals, levies license and permit fees and all other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, foreseen and unforeseen, which shall be charged, levied, laid, assessed, imposed upon, become due and payable out of or in respect of, or become liens upon the whole or any part of the Property or Improvements, together with all interest and penalties, under all present or future laws, ordinances, requirements, orders, directives, rules or regulations or the federal, state, county, school and city governments and of all other Governmental Authorities whatsoever.

"Title Insurer" shall mean such title insurance company as shall be mutually acceptable to the Seller and the Developer for the issuance of the policies of title insurance referred to in Section 3.02.

SECTION 1.02 <u>Interpretation</u>. As used in this Contract, the masculine shall include the feminine and neuter and vice versa, the singular shall include the plural and the plural shall include the singular, as the context may require. References to sections or subsections herein shall mean the applicable section of subsection of this Contract, unless the context clearly requires otherwise.

## ARTICLE 2
## DEVELOPER'S REPRESENTATIONS

SECTION 2.01 Developer's Representations. Developer makes the following representations and warranties to Seller in conjunction with the conveyance of the Property:

(a) Developer is a limited liability company duly formed and in good standing under the laws of the State of New York; is duly qualified to transact business in the State of New York; and has the requisite corporate power and authority to enter into this Contract, a Project Mortgage, and the closing documents to be signed by Developer. The execution, delivery and performance by Developer of such documents does not conflict with or result in a violation of Developer's organizing documents or any judgment, order or decree of any court or arbiter to which Developer is a party or by which it is bound. Such documents are valid and binding obligations of Developer, enforceable in accordance with their terms. There is no suit, action, proceeding or litigation pending or, to the best of Developer's knowledge, threatened, against or affecting the Developer by or before any court, arbitrator, administrative agency or other Governmental Authority which might have material effect on the validity of the transaction contemplated hereby or the ability of the Developer to perform its obligations under this Contract.

(b) Developer intends to proceed to seek the Approvals and Permits for the construction of the Project promptly following the execution of this Contract.

(c) Developer has the requisite financial capacity and technical expertise and is in all respects capable of constructing the Project prior to the Completion Deadline.

(d) The Project will be constructed to meet all requirements of Permits and Approvals and applicable requirements of any Governmental Authority having jurisdiction over the Developer, the Property, the Improvements or their use or operation.

(e) All certificates or statements furnished to the Seller by or on behalf of the Developer in connection with the transaction contemplated hereby are true and complete.

## ARTICLE 3
## CONVEYANCE OF PROPERTY AND ACCEPTABLE TITLE

SECTION 3.01 Conveyance of Property. Upon satisfaction of the conditions precedent to conveyance set forth in Article 5 of this Contract, and subject to the further terms of this Contract, Seller shall convey to Developer and Developer shall purchase, at the price and upon the terms and conditions set forth in this Contract, the Property in the City of Newburgh, Orange County, which "Property" includes:

(a) the real property located in Orange County and described in Schedule "A" attached hereto and made part hereof (the "Land");
(b) all buildings and other improvements constructed or situated on the Land (collectively the "Improvements");
(c) all right, title and interest currently held by the Seller, if any, in and to any and all strips and gores of land adjacent to or adjoining the Land, and all of the Land lying in the bed of any street or highway in front of or adjoining the Land to the center line thereof and to any unpaid award for any taking by condemnation or any damages to the Land by reason of a change of grade of any street or highway;
(d) the appurtenances and all the estate and rights currently held by the Seller in and to the Land and Improvements;
(e) all right, title and interest currently held by the Seller, if any, in and to the furniture, machinery, fixtures, equipment attached to or located on the Land or the Improvements (collectively referred to in the Contract as the "Equipment")

SUBJECT TO the further easements and rights of reverter reserved herein.

SECTION 3.02. Title; Permitted Exceptions. Seller shall convey fee simple title to the Property in accordance with the terms of this Contract, subject only to the following (collectively referred to as the "Permitted Exceptions"):

(a) the matters set forth in Schedule "B" attached hereto;
(b) the City's right of reverter set forth in Section 11.04 ; and
(c) such other matters as the Title Insurer shall be willing, without special premium, to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Property.

SECTION 3.03 Closing. Except as otherwise provided in this Contract, the closing of title pursuant to this Contract (the "Closing") shall take place at 10:00 am on the date determined by the parties but in any event not later than thirty (30) days from the date that the Developer is issued a building permit for the Project, or more than thirty (30) days from the date of expiration of any appeal periods for Project Approvals and Permits, whichever is later, at the offices of the Corporation Counsel at City Hall, 83 Broadway, Newburgh, NY, or at such other date or location as may be agreed to by the parties (the actual date of the Closing being herein referred to as the "Closing Date").

## ARTICLE 4
## PURCHASE PRICE; ACCEPTABLE FUNDS

SECTION 4.01 Purchase Price; Down Payment. The purchase price (the "Purchase Price") to be paid by Developer for the Property shall be $75,000.00, payable as follows:

(a) The Developer shall pay to the Seller a down payment of $1,000.00 (the "Earnest Money") upon the execution of this Contract, which Earnest Money shall be non-refundable, except to the extent provided in Section 7.02.
(b) The Earnest Money shall be applied as a credit toward the Purchase Price at Closing.
(c) The balance of the Purchase Price shall be paid to the Seller at Closing.

SECTION 4.02 Acceptable Moneys. All monies payable under this Contract, unless otherwise specified in this Contract shall be paid by:

(a) Certified checks of the Developer on behalf of the Developer or any person making a purchase money loan to the Developer drawn on any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York, payable to the order of the Seller; or
(b) Official bank checks drawn by any such banking institution, payable to the order of the Seller.

## ARTICLE 5
## CONDITIONS PRECEDENT

SECTION 5.01 Conditions to Developer's Obligation; Right to Terminate. In addition to the conditions otherwise set forth herein, the Developer's obligations to purchase shall be contingent upon the following conditions:

(a) Prior to conveyance of the Property, the Developer shall have the option to terminate this Contract, but without the right to receive a refund of the Earnest Money, on or before the Closing Date if despite Developer's best efforts, Developer is unable to obtain final Approvals and Permits for the Project

(b) Developer shall be deemed to have waived all contingencies if written notice is not given to Seller on or prior to the Closing Date.

SECTION 5.02 Conditions to Seller's Obligations. In addition to the conditions otherwise set forth herein, Seller's obligations to convey the Property shall be contingent upon the following conditions:

(a) Developer shall have paid the Purchase Price as provided in Article 3 of this Contract.
(b) Developer shall have deposited all Required Guarantees, if any, required by this Contract.
(c) Developer shall have furnished the Seller with a certified statement of the total development cost of the Project and evidence reasonably satisfactory to the Seller that the Developer has adequate financing to complete the Project. The Developer shall have obtained all required Approvals and Permits for the Project.
(d) The Developer shall have submitted Plans and Specifications prepared by a New York State Licensed Architect and/or Professional Engineer together with a certificate from such

licensed Architect or Professional Engineer that such Plans and Specifications are consistent with all Approvals and Permits.

(e) The Developer shall not be in default under this Contract.

SECTION 5.03 Seller's Right to Terminate. Seller shall have the right to terminate this Contract by written notice to the Developer, but without any obligation to refund the Earnest Money, if all of the conditions precedent to conveyance set forth in Section 5.01 have not been satisfied by the Closing Deadline.

SECTION 5.04 Termination of Contract. Upon termination by either party pursuant to this Contract, this Contract shall be null and void, and no action, claim or demand may be based on any term or provision of this Contract, other than Sections 6.03 (Indemnity) and 9.05(e) (Environmental Indemnity).

## ARTICLE 6
## COVENANTS

SECTION 6.01 Developer's Covenants. In addition to the agreements otherwise set forth herein, Developer makes the following covenants for the benefit of Seller.

(a) Design and Approvals:

i. Developer will cause to be prepared by an Architect a project design for the Project and submit Plans and Specifications to the Seller's land use boards in sufficient time for review and approval prior to the Closing Deadline.

ii. Developer will use its best efforts to obtain site plan and architectural review approval for the Project at least 60 days prior to the Closing Deadline and obtain Approvals and Permits for the Project at least 30 days prior to the Closing Deadline.

(b) Completion Deadline:

i. Developer will complete the construction of the Project not later than the Completion Deadline.

(c) Construction. In construction of the Project, Developer:

i. Shall at its own cost and expense obtain all Approvals and Permits;

ii. Shall comply with all requirements of Governmental Authorities applicable to the construction and installation of the Improvements;

iii. Shall have received Seller's prior written approval, not to be unreasonably withheld, of all architects, engineers and general contractors to be engaged in the planning, design, and construction of the Public Improvements [NAW – need to define "Public Improvement"], which prior written approval of Seller will not be given, apart from any other considerations, unless such architects, engineers, and contractors specifically agree to complete their work for Seller, at Seller's request, in the event of

Developer's default. [NAW – we will need to ensure that all consultant and contractor agreements include this provision.]

iv. Shall perform the construction and installation of the Project expeditiously, in compliance with the Plans and Specifications, in a good and workmanlike manner and in accordance with the provisions of this Contract.

v. Shall pay all proper accounts for work done or materials furnished under all contracts to which it has entered into relating to the construction of the Project.

vi. If any Lien is filed or asserted, including, without limitation, any Lien for the performance of any labor or services or the furnishing of materials, whether or not valid, is made against the Property or any part thereof in the interest therein of the Seller, or the interest therein of a Party under this Contract, other than Liens for Taxes not yet payable, or payable without the addition of any fine, penalty, interest or cost for non-payment, Permitted Encumbrances, or Liens being contested as permitted by this Section, the Developer forthwith upon receipt of notice of the filing, assertion, entry or issuance of such Lien (regardless of the source of such notice) shall give written notice thereof to Seller and, except where the validity of such Lien is being contested in accordance with the provisions of this Section, take all action (including the payment of money and/or the securing of a bond) at its own expense as may be necessary or appropriate to obtain the discharge in full thereof and to remove or nullify the basis therefor. Nothing contained in this Contract shall be construed as constituting the express or implied consent to or permission of the seller for the performance of any labor or services or the furnishing of any materials that would give rise to any Lien against Seller's interest in the Property. The Developer may at its sole expense contest, after prior written notice to the Seller, by appropriate action conducted in good faith and with due diligence in the amount or validity or application, in whole or in part, of any Lien, if (i) such proceeding shall suspend the execution or enforcement of such Lien against the Property or Improvements or any part thereof or any interest therein, or in this Contract, of the Seller or Developer or against any of the rentals or other amounts payable under this Contract, (ii) neither the Property or Improvements nor any part thereof or interest therein would be in any danger of being sold, forfeited or lost, (iii) the Seller would not be in any reasonable danger of any civil or any criminal liability, other than normal accrual of interest, for failure to comply therewith, and (iv) the Developer shall have furnished such security, if any, as may be required in such proceedings; if such proceeding could result in the Seller being in any reasonable danger of civil liability, including accrual of interest, fines and/or penalties, the Developer shall deliver a written confirmation to the Seller that the Developer shall indemnify and hold the Seller harmless from any claims, liabilities, costs or expenses as may derive with respect thereto, and the Developer shall provide to the Seller such security as the Seller may reasonably require.

vii. At the written request of the Seller, the Developer shall provide all reasonable information as may be requested with respect to any Lien, the status thereof, the amount in dispute, and the action taken or proposed to be taken by the Developer in connection therewith.

SECTION 6.02 Seller's Covenants. Seller covenants that it will comply with the following covenants between the date of this Contract and the Closing, unless this Contract is earlier terminated in accordance with its terms:

(a) The Seller shall not encumber the Property or enter into any lease or other occupancy agreement therefor, without the prior written consent of the Developer.
(b) The Seller shall allow for Developer or Developer's representatives access to the Property upon reasonable prior notice pursuant to Section 9.05 of this Contract.
(c) Seller hereby agrees that it will consent in its capacity as owner when reasonably requested by Developer, at Developer's expense, to any application for planning or other regulatory approvals necessary in connection with the contemplated use of the Property for the Project consistent with this Contract, subject to Section 9.04.

SECTION 6.03 Indemnity. Developer shall at all times indemnify and hold the Seller harmless from and against and all Claims, including reasonable attorneys' fees, which may be imposed upon, incurred by or asserted against the Seller, its officers, employees, and agents (the "Indemnified Parties"), arising during the term of this Contract upon or about the Property or resulting from, arising out of, or in any way connected with (1) breach of the representations and warranties set forth in Section 2.01, whether prior to or after the Closing; (2) the funding of the costs of the Project; (3) the planning, design, acquisition, site preparation, construction, renovation, equipping, installation, or completion of the Project or any part thereof or the effecting of any work done in or about the Property; (4) any defects, whether latent or patent, in the Improvements; (5) the maintenance, repair, replacement, restoration, rebuilding, upkeep, use, occupancy, ownership, leasing, subletting or operation of the Improvements or any portion thereof; or (6) any act or omission of Developer or any of its agents, concessionaires, contractors, servants, employees, tenants, or invitees ("Permittees"), including without limitation any failure by Developer to perform or comply with any of the covenants, agreements, terms, conditions or limitations of this Contract, but excluding liability caused by the negligence or intentional misconduct of the Indemnified Parties. The Developer shall require any of its Permittees who perform construction work on the Property to agree to indemnify the Indemnified Parties and Developer for Claims with respect to the Permittee's scope of work, excluding negligence or willful misconduct of the party to be indemnified. If any action or proceeding is brought against Seller because of any one or more of the Claims, Developer, at its sole cost and expense, upon written notice from Seller, shall defend that action or proceeding by competent counsel acceptable to Seller.

## ARTICLE 7

## OBJECTION TO TITLE, FAILURE TO PERFORM

SECTION 7.01 Developer to Deliver Title Report. Developer shall cause a copy of an updated title report from the Title Insurer to be forwarded to Seller within thirty (30) days of the date hereof. Seller shall be entitled to a reasonable period of time of not less than one hundred eighty (180) days to remove any defects in or objections to title noted in such title report and any other defects or objection which may be disclosed on or prior to the Closing Date. Developer shall be deemed to have waived any objections to title if not made within twenty (20) days after receiving the title report.

SECTION 7.02 Developer's Right to Terminate. If Seller is unable to cause title to the Project to be conveyed at the Closing in accordance with the provisions of this Contract, Developer may elect to accept such title as Seller may be able to cause to be conveyed. If Developer shall not so elect, Developer may terminate this Contract upon thirty (30) days' notice to Seller and Seller shall be obligated to return the Earnest Money to Developer. Upon such termination, the Contract shall be null and void and the parties hereto shall be relieved of all further obligations and liability except that the provisions of Section 9.05(e) and Section 6.03 shall survive the closing.

## ARTICLE 8
## DESTRUCTION, DAMAGE OR CONDEMNATION

SECTION 8.01 General Obligations Law to Control. The provisions of Section 5-1311 of the General Obligations Law shall apply to the sale and purchase provided for in this Contract.

## ARTICLE 9
## SITE CONDITIONS; INVESTIGATIONS; APPROVALS

SECTION 9.01 As-Is Condition. The Seller is conveying the Property in "as is" condition. The Seller expressly disclaims any warranties or representations whatsoever including without limitation soil conditions, the existence of below-grade foundations (whether or not concealed), environmental conditions, air-quality, or the location of existing underground utilities. Any costs related to abnormal conditions or quality of the subsoil, or to the improvement of the subsoil, or to demotion and removal of any abandoned utilities or improvements, or to the construction of new utilities, or related to hazardous soil conditions in any way whatsoever, will be the responsibility of the Developer.

SECTION 9.02 No Representations. No representation, statement or warranty, express or implied, has been made by Seller as to the condition of the Property, or its permitted use under applicable zoning, building, land use and similar laws, ordinances and regulations. Developer assumes all responsibility for compliance with such use regulations, and Seller shall have no liability or responsibility for any defect in the Property or for any limitations upon the use of the Property.

SECTION 9.03 Developer to Obtain Approvals. Developer, at its sole expense, shall take all actions that it reasonably deems necessary to obtain, and shall make and diligently prosecute all applications for Approvals and Permits. Nothing in this Contract shall be construed as the consent, request, approval, or agreement of Seller, express or implied, by inference or otherwise, to any applications for Approvals and Permits made by Developer to any agency or body of the City, nor any agreement or contract to change, amend, modify, or alter any local law, code, or ordinance of the City or any agency or body of the City.

SECTION 9.04 Zoning and Planning Approvals. The Developer anticipates that the development of the Project as presently contemplated will not require an amendment to the zoning code and/or variances. In the event of any proposed modifications by the Developer to the proposed Project, the Developer understands that the granting of such requests is within the discretion of the applicable governmental body and that nothing in this Contract obligates the City, the Seller, or any other governmental body to provide for such approvals. The Project are to be in conformance with all applicable zoning requirements as they may be so amended.

SECTION 9.05 Environmental and Soil Investigation and Testing.

(a) Seller grants to Developer the right to conduct an examination to obtain an report or reports by a qualified consultant or consultants (the "Consultants") concerning the presence of any (i) contamination of the Property by hazardous materials; (ii) apparent violation of environmental requirements upon or associated with activities upon the Property; (iii) potential incurrence of environmental damages by the prior or current owner(s) or operator(s) of the Property; or (iv) such other survey, soil, subsoil, geological and engineering investigations as Developer may desire or as may be required by an Governmental Authority which must approve any aspect of the development of the Project.

(b) Developer may terminate this Contract on or before 180 days after the date of this Contract (but without the right to receive a refund of the Earnest Money) in the event such report indicates the presence of any such matters. Developer shall provide a copy of any such report to Seller.

(c) Such investigation and testing may include, without limitation, (i) site inspection; (ii) drilling, core sampling, taking of samples for analysis, installing, monitoring and testing devices; (iii) interviews of present occupants of the Property; (iv) a review of public records concerning the Property and other properties in the vicinity of the Property; and (v) a review of aerial photographs of the Property and other evidence of historic land uses.

(d) The investigation and testing any be performed at any time or times, except that entry upon the Property shall be on reasonable notice, and under reasonable conditions. The Consultants are hereby authorized to enter upon the Property for such purposes and to perform such testing, including drilling, core sampling, and the taking of such other samples as may be necessary to conduct the investigation and testing as required in the opinion of the Consultants. The Consultants may install, and monitor such testing and sampling devices as in their opinion are reasonable and necessary. Seller shall have the right to be present during all testing and sampling and survey work.

(e) Developer shall pay all costs and expenses of such investigation and testing, and Developer shall indemnify and hold Seller harmless from and against all costs and liabilities relating to Developer's activities. Developer shall further repair and restore any damage to the Property caused by or occurring during Developer's investigation and testing and return the Property to substantially the same condition as existed prior to such entry. Developer and Consultants shall provide evidence of insurance satisfactory to Seller prior to having access to the site.

## ARTICLE 10
## CLOSING OBLIGATIONS; APPORTIONMENTS

SECTION 10.01 Seller's Closing Obligations. At the Closing, the Seller shall deliver the following to the Developer:

(a) A quitclaim deed, including the covenant required by Section 13 of the Lien Law, properly executed and in proper form for recording so as to convey the title required by this Contract (including without limitation the right of reverter set forth in Section 11.04).
(b) A bill of sale conveying, transferring and selling to Developer all right, title and interest of the Seller in and to any Equipment.
(c) A non-foreign affidavit, properly executed and in recordable form, containing such information as shall be required by Section 1445 of the Internal Revenue Code of 1986, as amended and the regulations issued therefor.
(d) Such affidavits as Developer's title company shall reasonably require in order to omit from its title insurance policy all exceptions for judgments, bankruptcies or other returns against persons or entities whose names are the same as or similar to the Seller's name.
(e) A designation agreement designating the "reporting person" for purposes of completing IRS Form 1099-S
(f) Subject to Permitted Exceptions, possession of the property in the condition required by this Contract.

SECTION 10.02 Developer's Closing Obligations. At the Closing, Developer shall do the following:

(a) Developer shall deliver to Seller the portion of Purchase Price payable at Closing.
(b) Developer shall cause the deed to be recorded, duly complete all required real property transfer tax returns and cause all such returned and check in payment of such taxes to be delivered to the appropriate officers promptly after Closing.
(c) Developer shall deliver a designation agreement designated the "reporting person" for purposes of completing IRS Form 1099-S.

SECTION 10.03 Apportionments. All real estate taxes, school taxes, and utilities with respect to the Property will be apportioned as of the date of Closing Date. Water and sewer charges and sanitation fees will be paid by the Seller to the Closing Date.

## ARTICLE 11
## DEFAULTS AND REMEDIES

SECTION 11.01 Remedies on Default.

(a) Termination of Contract by Seller. Upon the occurrence of any default under this Contract by Developer Seller may, at its option, or any time thereafter, give written notice to Developer specifying the default and stating that this Contract shall terminate on the date specified in such notice, which shall be not less than ten (10) days after the date of such notice. Upon the date specified in the notice, this Contract and all rights of Developer under this Contract shall terminate. The termination of this Contract does not relieve Developer of its liability and obligations under Section 9.05(e) and Section 6.03 of this Contract, which shall survive. Upon such termination Seller will retain the Earnest Money as liquidated damages, time being of the essence of this Contract. The termination of this Contract and the retention of the Earnest Money will be the sole remedy available to Seller for such default by Developer and Developer will not be liable for damages or specific performance.

(b) Termination by Developer. Upon the occurrence of any default by Seller, Developer may, at its option, at any time thereafter, give written notice to Seller specifying the default and stating that this Contract shall terminate on the date specified in such notice, which shall not be less than ten (10) days after the date of such notice. Upon the date specified in the notice, this Contract shall terminate. The termination of this Contract shall not relieve the Developer of its liability and obligations under Section 9.05(e) and Section 6.03 of this Contract, which shall survive. If Seller defaults under this Contract, this provision does not preclude Developer from seeking specific performance of this Contract but Developer shall have no right to seek damages from Seller for Seller's defaults hereunder.

SECTON 11.02 Force Majure. If Seller or Developer shall be delayed, hindered in or prevented from the performance of any act required under this Contract by reason of Force Majure, performance of that act shall be excused for the period of the delay (but not exceeding ninety (90) days) and the period for the performance of the act shall be extended for a period equivalent to the excusable period of the delay (but not to exceed ninety (90) days), provided the party delayed shall give the other party notice and full particulars of the Force Majure within a reasonable time after the event occurs. The provisions of this Section shall not excuse Developer from the prompt payment of amounts due under this Contract.

SECTION 11.03 Cumulative Rights and Remedies. Each right and remedy under this Contract shall be cumulative and shall be in addition to every other right or remedy provided for in this Contract or not or hereafter existing at law or in equity or by statute or otherwise, and the exercise by Seller of any one or more of those rights or remedies shall not preclude simultaneous or later exercise by Seller or any or all other rights or remedies Seller may have.

SECTION 11.04 City's Right of Reverter. The Property shall be developed and used solely for the Project in conformity with the laws, ordinances, codes, rules and regulations of the City of Newburgh and State of New York. The deed will contain provisions stating that the Developer is required to rehabilitate any building on the Property for the Project and bring it into compliance with all State, County and Local standards for occupancy within twenty-four (24) months of the date of the deed. Within such twenty-four (24) month time period the Developer must obtain a Certificate of Occupancy for all buildings on the property for the use stated in the definition of the Project in this Contract. The deed shall require the Developer to schedule an inspection by City officials at or before the end of the twenty-four (24) month period for compliance with the terms of this Contract. If the Developer 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 or entity before a Certificate of Occupancy or Certificate of Compliance is issued for such purposes.

## ARTICLE 12
## MISCELLANEOUS PROVISIONS

SECTION 12.01 Assignment and Subletting. The Developer and Seller agree that the Developer has been selected by the Seller based on unique and specific qualifications relating to the development of the Project. Prior to the Closing Date, the Developer shall not sell, assign, mortgage or transfer any interest in the Property or this Contract without the prior written consent of the Seller, which shall be at the discretion of the Seller. Notwithstanding, any such assignment, Developer shall remain responsible for the covenants set forth in Article 6. Developer shall be the managing partner or controlling shareholder of any transferee. Any transferee shall have the qualifications and financial responsibility necessary in the determination of the Seller to assure compliance with the obligations of the Developer herein. Any transferee, by instrument in writing satisfactory to the Seller and in recordable form, shall, for itself and its successors and assigns, have assumed all of the obligations of the Developer under this Contract and agreed to be subject to all conditions and restrictions herein.

SECTION 12.02 Entire Agreement; Amendment. This Contract embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Contract. Neither this Contract nor any provision hereof may be waived, modified, amended, discharged or termination except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

SECTION 12.03 No Waiver. No waiver by either party hereto of any failure or refusal by the other party hereto to comply with its obligations hereunder shall be deemed a waiver ofay other or subsequent failure or refusal by such party to so comply.

SECTION 12.04 Governing Law. This Contract shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 12.05 Recording. Either party shall have the right to record, at its own expense, a memorandum of this Contract.

SECTION 12.06 Captions. The captions in this Contract are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Contract or any of the provisions hereof.

SECTION 12.07 Binding Effect. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns.

SECTION 12.08 Severability. In the event that any of the provisions, or portions, or applications thereof, of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, Seller and Developer shall negotiate an equitable adjustment in the provision of this contract with a view toward effecting the purpose of this contract, and the validity and enforceability of the remaining provisions or portions, or applications thereof, shall not be affected thereby.

SECTION 12.09 Notices. All notices required or permitted under this Contract shall be in writing and shall be delivered personally, sent by a nationally recognized reputable overnight delivery service, or sent by U.S. First Class certified mail, postage prepaid, return receipt requested, addressed to the following addresses. Notices shall be deemed effective on the earlier of the date of receipt or three business days after the date of mailing. Any party may change its address for the service of notice to the other parties as provided herein.

Developer as follows:

BOM Newburgh LLC

with a copy to:

Seller as follows:

City of Newburgh

Attn: City Manager
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7301

With a copy to

Corporation Counsel
Attn: Michelle Kelson
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7335

or as Developer or Seller shall otherwise have given notice as herein provided.

SECTION 12.10 No Broker. The parties warrant and represent to each other that no broker brought about, or participated in, this Contract or transaction. Seller and Developer shall indemnify and hold one another harmless against all liabilities and expenses (including, without limitation, reasonable attorneys' fees) arising from any claims for brokerage on this transaction.

SECTION 12.11 Project Mortgage. Following the Closing, the Developer intends to obtain a Project Mortgage on the Property provided by a Lending Institution for the construction of the Project.

SECTION 12.12 No Partnership or Joint Venture. This Contract does not create any obligation or relationship such as a partnership, joint venture or other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship between the parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities and obligations of the parties as a to new, specifically defined legal relationship.

SECTION 12.13 Obligations of Governmental Agencies. Notwithstanding any statement or representation to the contrary contained herein or in any of the other implementing agreements, the obligations and agreements of the Seller contained herein and in the other implementing agreements and in any other instrument or document executed in connection therewith and any instrument or document supplemental thereto shall be deemed the obligations and agreements of the Seller, and not of any member, officer, agent or employee of the Seller in her or her individual capacity, and the members, officers, agents and employees of the Seller shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

SECTION 12.14 Withdrawal of Offer. This Contract shall be deemed withdrawn unless accepted by Seller and a fully executed counterpart of this Contract returned to Developer on or before ____________ (30 days from City Council approval).

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

Seller: CITY OF NEWBURGH

By:

Its: City Manager
Per Resolution No.

Developer:

By:

Its:

STATE OF NEW YORK )
) ss:
COUNTY OF ORANGE )

On the _______ day of _______________ in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_______________________________
Notary Public

STATE OF NEW YORK )
) ss:
COUNTY OF ORANGE )

On the ________ day of _________________ in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared ____________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

Notary Public

## SCHEDULE "A"
## DESCRIPTION OF THE PROPERTY

ALL THAT TRACT OR PARCEL OF LAND, with buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange and State of New York, known as 109 South William Street, being more accurately described as Section 45, Block 5, Lot 5 on the Official Tax Map of The City of Newburgh, bounded and described as follows:

SCHEDULE "B"
PERMITTED ENCUMBRANCES

1. Any and all easements for utilities, both public and private, sewers, water lines, streets, and rights-of-way are of record;

2. Such easements, covenants, reservations, encumbrances or restrictions as are of record;

3. All provisions of any zoning and subdivision laws and regulations, and landmark, historic or wetlands designation, and any and all other provisions of municipal ordinances, regulations or public laws;

4. Real estate taxes and assessments that are a lien but not yet due and payable;

5. Any state of facts a survey or personal inspection of the premises would disclose;

6. The rights of reverter described in Section 11.04 of this Contract.

SCHEDULE "C"
PROJECT AND DEVELOPMENT DEADLINES

1. Within thirty (30) days of the execution of this Contract, the Developer shall submit a site plan application to the City of Newburgh Planning Board for the Project meeting the requirements of this Contract.

2. Closing Deadline: No longer than nine (9) months from the execution of this Contract, the Developer shall have applied for and received from the City of Newburgh all Approvals and Permits from the all Government Authorities with jurisdiction and power of approval over the Property required to construct the Project.

3. Commencement Deadline: No longer than three (3) months from the Closing Date, the Developer shall have commenced construction of the Project.

4. Completion Deadline: No longer than eighteen (18) months from the Closing Date, Developer shall have completed construction of the Project and Developer shall have applied to the Building Inspector and Code Compliance Office of the City of Newburgh for a Certificate of Occupancy and no longer than twenty (20) months from the Closing Date shall have obtained a Certificate of Occupancy for the entire Project.

RESOLUTION NO.: 212 - 2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH THE NEWBURGH COMMUNITY LAND BANK FOR USE AND ACCESS TO 182 BROADWAY (SECTION 30, BLOCK 1, LOT 32) AS A DISPLAY SITE FOR ITS ARTIST IN VACANCY INITIATIVE

WHEREAS, The Newburgh Community Land Bank, a non-profit organization, has undertaken an Artist in Vacancy program which seeks to transform vacant properties located in its core neighborhood into temporary creative spaces to engage the community and promote the arts in the City of Newburgh;

WHEREAS, The New York and Mexico City-based artist collective, Suzuki Gonzalez, proposes to curate a multimedia installation inspired by retail windows and ethnographic displays and wishes to use the first floor of the building located at 182 Broadway, more accurately described as Section 30, Block 1, Lot 32 on the official Tax Map of the City of Newburgh, as a display location in the City of Newburgh; and

WHEREAS, the proposed art installation requires a license agreement, for use and access to 182 Broadway, a copy of which is attached hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such license and has determined that entering into the same would be in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with the Newburgh Community Land Bank to allow access to the first floor of City-owned property located at 182 Broadway (Section 30, Block 1, Lot 32) for the purpose of installing and displaying a temporary art exhibit for public viewing.

12-18

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of _____________, 2018, by and between:

THE CITY OF NEWBURGH, a New York municipal corporation with offices at 83 Broadway, City Hall, Newburgh, New York 12550 ("City" or "Licensor"); and

THE NEWBURGH COMMUNIYT LAND BANK a non-profit corporation with an address of P.O. Box 152, Newburgh, New York 12550 ("Licensee").

WHEREAS, the City is the owner of the property located at 182 Broadway in the City of Newburgh, and more accurately described as Section 30, Block 1, Lot 32 on the official tax map of the City of Newburgh (hereinafter referred to as "the Property"); and

WHEREAS, the Licensee has requested access to the Property for the purpose of undertaking the installation and exhibition of a temporary art exhibit and to sponsor related art and cultural events open to the public;

NOW, THEREFORE, it is hereby agreed between the parties as follows:

Section 1. Grant of License. The City hereby represents that it owns the Property, located at 182 Broadway in the City of Newburgh, and more accurately described as Section 30, Block 1, Lot 32 on the official tax map of the City of Newburgh, and that it has duly authorized this License Agreement. The City hereby grants Licensee a revocable license for Licensee and Licensee's employees, volunteers, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon the first floor of the Property, and taking thereupon such equipment, tools, machinery and other materials as may be necessary, for the purposes of and to install and display a temporary art exhibit for public display and to sponsor other related art and cultural events open to the public referred to herein as the "Work".

Section 2. Use of and Access to 182 Broadway. Entry to the Property is limited to the use of the first floor of the building and access necessary to install and display a temporary art exhibit for public viewing and to sponsor related art and cultural events open to the public. Licensee agrees to do the Work and perform such tasks, including but not limited to cleaning, routine maintenance and painting, in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby. Licensee shall give Licensor no less than forty-eight (48) hours advance notice of its commencement of the Work in or on the Property and shall have duly authorized representatives on-site during all art and cultural events which are open and available to the public. Prior to the expiration of the license, Licensee shall remove all materials related to the art installation and leave the Property in broom clean condition. Licensor shall be responsible for establishing electric service during the term of this License Agreement for which Licensee shall reimburse Licensor for all costs and expenses related to the electric service during the term of this License Agreement.

Section 3. 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 and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

1. General Liability Insurance in an amount not less than $1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than $3,000,000.00 on account of any one occurrence.

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

The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this License Agreement.

C. Licensee may retain 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 additional insured under insurance coverage concerning Licensee's performance of the work referenced herein.

Section 4. Costs and expenses. It is expressly understood that Licensee will be responsible for all costs and expenses related to the Work.

Section 5. Damages. The relation of the Licensee to the City as to the Work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

Section 6. Defense and Indemnity. Licensee shall defend, indemnify and hold the City harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to the access and use of the Property under this License Agreement, excepting gross negligence or misconduct by the City.

Section 7. Term of License. The license or privilege hereby given shall commence August 20, 2018 and shall expire without further notice to either party to the other on October 2, 2018.

Section 8. Assignment of License; No Sub-Licensing. This License may not be assigned or sub-let to any other party.

Section 9. Termination of License. Either party may terminate this license prior to the expiration of the term specified in paragraph 6, with or without cause, on at least ten (10) days prior written notice to the other party. Upon termination by either party, Licensee shall not be entitled to reimbursement of any of its costs, and Licensee and its agents, employees and contractors will restore of the property to a clean and orderly state and in substantially the same condition as existed prior to the granting of this license. The City may terminate this license agreement by five (5) days' written notice when and if in its sole judgment it deems such termination is necessary in the City's sole reasonable discretion.

Section 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 Supreme Court, Orange County.

Section 11. Notices. Notices shall be in writing and shall be deemed properly served when deposited with the United States Postal Service, as certified mail, return receipt requested, bearing adequate postage or being deposited with a reputable overnight courier service for guaranteed next business day delivery and addressed as follows:

a. If to Licensor:
City of Newburgh
Attn: City Manager
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7301

With a copy to
Corporation Counsel
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7335

b. If to Licensee:
Newburgh Community Land Bank
Attn:

Section 12. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 13. 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.

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

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

NEWBURGH COMMUNITY LAND BANK
LICENSEE

By: ______________________________

Approved as to form:

______________________________
MICHELLE KELSON
Corporation Counsel

______________________________
KATHRYN MACK
City Comptroller

RESOLUTION NO. 213 - 2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING A SIX MONTH EXTENSION OF TIME TO REHABILITATE THE PREMISES KNOWN AS 31 LIBERTY STREET, W.H. (SECTION 45, BLOCK 7, LOT 21) IN THE CITY OF NEWBURGH

**WHEREAS,** the City of Newburgh did convey the premises located at 31 Liberty Street, W.H., more accurately described as Section 45, Block 7, Lot 21 on the Official Tax Map of the City of Newburgh, by deed dated October 6, 2016; and

**WHEREAS,** said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about April 6, 2018; and

**WHEREAS,** Barbara Hamilton, the owner of property located at 31 Liberty Street, W.H. in the City of Newburgh, has been unable to comply with the deadline, but has attempted a good faith effort and intent to complete the rehabilitation; and

**WHEREAS,** this Council has determined that it would be in the best interests of the City of Newburgh and its future development to grant said extension;

**NOW, THEREFORE, BE IT RESOLVED,** by the Council of the City of Newburgh, New York that Barbara Hamilton be granted a six (6) month extension to rehabilitate the premises known as 31 Liberty Street, W.H. in the City of Newburgh; and

**BE IT FURTHER RESOLVED;** that such rehabilitation must be completed on or before February 13, 2019, that being six (6) months from the date of this Resolution.

RESOLUTION NO. 214 - 2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING A ONE YEAR EXTENSION OF TIME TO REHABILITATE THE PREMISES KNOWN AS 28 COURTNEY AVENUE (SECTION 48, BLOCK 3, LOT 24) IN THE CITY OF NEWBURGH

WHEREAS, the City of Newburgh did convey the premises located at 28 Courtney Avenue, more accurately described as Section 48, Block 3, Lot 24 on the Official Tax Map of the City of Newburgh, by deed dated August 31, 2016; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about February 15, 2018; and

WHEREAS, Archie Logan, the owner of property located at 28 Courtney Avenue in the City of Newburgh, has been unable to comply with the deadline, but has attempted a good faith effort and intent to complete the rehabilitation; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its future development to grant said extension;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Archie Logan be granted a one (1) year extension to rehabilitate the premises known as 28 Courtney Avenue in the City of Newburgh; and

BE IT FURTHER RESOLVED; that such rehabilitation must be completed on or before August 13, 2019, that being one (1) year from the date of this Resolution.

RESOLUTION NO. 215 - 2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING AN EXTENSION OF TIME TO REHABILITATE THE PREMISES KNOWN AS 120 JOHNSTON STREET (SECTION 18, BLOCK 10, LOT 1) IN THE CITY OF NEWBURGH

WHEREAS, the City of Newburgh did convey the premises located at 120 Johnston Street, more accurately described as Section 18, Block 10, Lot 1 on the Official Tax Map of the City of Newburgh, by deed dated June 12, 2015; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about December 12, 2016; and

WHEREAS, Mark Epstein, Principal of 120 Johnston Street LLC, the owner of property located at 120 Johnston Street in the City of Newburgh, has been unable to comply with the deadline, but has attempted a good faith effort and intent to complete the rehabilitation; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its future development to grant said extension;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that 120 Johnston Street LLC be granted a seven (7) month extension to rehabilitate the premises known as 120 Johnston Street in the City of Newburgh, until March 31, 2019; and

BE IT FURTHER RESOLVED; that such rehabilitation must be completed on or before March 31, 2019.

RESOLUTION NO. 216 - 2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING AN EXTENSION OF TIME TO REHABILITATE THE PREMISES KNOWN AS 127 JOHNSTON STREET (SECTION 18, BLOCK 2, LOT 21) IN THE CITY OF NEWBURGH

WHEREAS, the City of Newburgh did convey the premises located at 127 Johnston Street, more accurately described as Section 18, Block 2, Lot 21 on the Official Tax Map of the City of Newburgh, by deed dated October 14, 2015; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about April 14, 2016; and

WHEREAS, Mark Epstein, Principal of 120 Johnston Street LLC, the owner of property located at 127 Johnston Street in the City of Newburgh, has been unable to comply with the deadline, but has attempted a good faith effort and intent to complete the rehabilitation; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its future development to grant said extension;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that 120 Johnston Street LLC be granted a seven (7) month extension to rehabilitate the premises known as 127 Johnston Street in the City of Newburgh, until March 31, 2019; and

BE IT FURTHER RESOLVED; that such rehabilitation must be completed on or before March 31, 2019.

RESOLUTION NO. 217 - 2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING EXTENSIONS OF TIME TO REHABILITATE THE PREMISES KNOWN AS 11 LUTHERAN STREET (SECTION 29, BLOCK 9, LOT 8), 41 LUTHERAN STREET (SECTION 29, BLOCK 3, LOT 12), 141 CHAMBERS STREET (SECTION 18, BLOCK 4, LOT 19) AND 66 JOHNSTON STREET (SECTION 23, BLOCK 7, LOT 21) IN THE CITY OF NEWBURGH

WHEREAS, the City of Newburgh did convey premises located at 11 Lutheran Street, 41 Lutheran Street, 141 Chambers Street and 66 Johnston Street, more accurately described as Section 29, Block 9, Lot 8, Section 29, Block 3, Lot 12, Section 18, Block 4, Lot 19 and Section 23, Block 7, Lot 21, respectively, on the Official Tax Map of the City of Newburgh, by deeds dated September 23, 2016; and

WHEREAS, said deeds included provisions requiring rehabilitation of the conveyed premises to be completed on or about March 23, 2018; and

WHEREAS, Bentley Meeker of M&N Newburgh Development LLC, the owner of said properties in the City of Newburgh, has been unable to comply with the deadline, but has attempted a good faith effort and intent to complete the rehabilitations; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its future development to grant said extensions;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Bentley Meeker of M&N Newburgh Development LLC be granted the extensions to rehabilitate the aforementioned premises in the City of Newburgh; and

BE IT FURTHER RESOLVED; that such rehabilitations must be completed as set forth below with each date being the respective date from the date of this Resolution:

11 Lutheran Street (6 months): on or before February 13, 2019;
41 Lutheran Street (8 months): on or before April 13, 2019;
141 Chambers Street (3 months): on or before November 13, 2018; and
66 Johnston Street (2 months): on or before October 13, 2018.

RESOLUTION NO.: 218 -2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO MAGALY AGUIRRE
TO THE PREMISES KNOWN AS 20 GROVE STREET
(SECTION 26, BLOCK 8, LOT 10)

WHEREAS, on January 4, 2017, the City of Newburgh conveyed property located at 20 Grove Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 26, Block 8, Lot 10, to Magaly Aguirre; and

WHEREAS, Ms. Aguirre has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, the appropriate departments have reviewed their files and advised that the covenants have been complied with, and recommend such release be granted; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 20 Grove Street, Section 26, Block 8, Lot 10 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated January 4, 2017, from THE CITY OF NEWBURGH to MAGALY AGUIRRE, recorded in the Orange County Clerk's Office on January 25, 2017 in Liber 14171 of Deeds at Page 1548 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _________________, 2018

THE CITY OF NEWBURGH

By: ______________________________
Michael G. Ciaravino, City Manager
Pursuant to Res. No.: _______-2018

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

On the ____ day of ___________ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

______________________________

RESOLUTION NO.: 219 - 2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SATISFACTION OF JUDGMENT AND RELEASES OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY IN CONNECTION WITH THE SALE OF THE PREMISES LOCATED AT 48 CITY TERRACE (SECTION 29, BLOCK 5, LOT 38) AND 50 CITY TERRACE (SECTION 29, BLOCK 5, LOT 39) TO JOSEPH W. ARIANO

WHEREAS, on May 14, 2018, the City of Newburgh authorized the sale of the premises known as 48 City Terrace (Section 29, Block 5, Lot 38) and 50 City Terrace (Section 29, Block 5, Lot 39) to Joseph W. Ariano; and

WHEREAS, in connection with that sale, a title report revealed an outstanding Judgment against JEMCO LLC, against a prior owner of 50 City Terrace, rendered by the City Court of the City of Newburgh, Index No. HC 2011-787, dated February 2, 2012, in favor of the City of Newburgh in the amount of $250.00, which Judgment was docketed on March 1, 2012 and the Transcript of Judgment was filed in the Office of the Orange County Clerk on March 16, 2012 in Liber 8117, Page 1395; and

WHEREAS, the title report further revealed unreleased covenants from a deed dated December 17, 2010 and filed in the Office of the Orange County Clerk on December 22, 2010 in Liber 13102, Page 1864 that conveyed 48 City Terrace from the City of Newburgh to Stardust Realty, LLC; and

WHEREAS, the title report further revealed unreleased covenants from a deed dated May 25, 2004 and filed in the Office of the Orange County Clerk on June 7, 2004 in Liber 11520, Page 353 that conveyed 50 City Terrace from the City of Newburgh to JEMCO, LLC; and

WHEREAS, Mr. Ariano, by his attorney, has requested a Release of the aforementioned restrictive covenants and a Satisfaction of the aforementioned Judgment; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh and its further development to grant such request;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute the attached Satisfaction and the attached Releases of Restrictive Covenants.

STATE OF NEW YORK : COUNTY OF ORANGE
CITY COURT : CITY OF NEWBURGH

---------------------------------------------------------------X

THE PEOPLE OF THE STATE OF NEW YORK,

SATISFACTION OF JUDGMENT
Docket No.: HC-2011-787

-against-

JEMCO, LLC
108 South Water Street, unit 4
Newburgh, NY 12550

Defendant.

---------------------------------------------------------------X

WHEREAS, a Judgment was rendered on the 29th day of February, 2012, recovered by the CITY OF NEWBURGH (for the People of the State of New York), against the defendant, JEMCO, LLC, in the above-entitled action for the sum of TWO HUNDRED FIFTY and 00/100 dollars ($250.00), which judgment was docketed on the 1st day of March, 2012, and duly docketed and entered in the judgment book in the office of the Clerk of the County of Orange on the 16th day of March, 2012 in Liber 8117, Page 1395; and

NOW, Satisfaction of said judgment is hereby authorized and acknowledged, and the Clerk of the County of Orange is hereby authorized and directed to cancel, satisfy, and discharge the same.

Dated: ____________________, 2018
Newburgh, New York

City of Newburgh

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

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN dollars ($10.00) lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 48 City Terrace, Section 29, Block 5, Lot 38, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a Deed dated December 17, 2010 from the CITY OF NEWBURGH to STARDUST REALTY, LLC, recorded in the Orange County Clerk's Office on December 22, 2010, in Liber 13102 of Deeds at Page 1864 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: ___________________, 2018

THE CITY OF NEWBURGH

By: ______________________________
Michael G. Ciaravino, City Manager
Per Resolution No.: ________-2018

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

On the ________ day of __________________ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

______________________________

RECORD & RETURN TO:

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN dollars ($10.00) lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 50 City Terrace, Section 29, Block 5, Lot 39, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a Deed dated May 25, 2004 from the CITY OF NEWBURGH to JEMCO, LLC, recorded in the Orange County Clerk's Office on June 7, 2004, in Liber 11520 of Deeds at Page 353 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _________________, 2018

THE CITY OF NEWBURGH

By: ______________________________
Michael G. Ciaravino, City Manager
Per Resolution No.: ________-2018

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

On the ________ day of ___________________ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

______________________________

RECORD & RETURN TO:

RESOLUTION NO.: 220 -2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO SALVATORE RANDAZZO
TO THE PREMISES KNOWN AS 162 FIRST STREET
(SECTION 23, BLOCK 7, LOT 16)

WHEREAS, on June 12, 1981, the City of Newburgh conveyed property located at 162 First Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 23, Block 7, Lot 16, to Salvatore Randazzo; and

WHEREAS, the premises has subsequently been conveyed multiple times; and

WHEREAS, the current owner is in the process of conveying the premises and the buyers, by their attorney, have requested a release of the restrictive covenants contained in the deed to Salvatore Randazzo; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh and its further development to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4 and 5 of the aforementioned deed.

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 162 First Street, Section 23, Block 7, Lot 16 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated June 12, 1981, from THE CITY OF NEWBURGH to SALVATORE RANDAZZO, recorded in the Orange County Clerk's Office on December 10, 1981, in Liber 2211 of Deeds at Page 447 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _________________, 2018

THE CITY OF NEWBURGH

By: ______________________________

Michael G. Ciaravino, City Manager
Pursuant to Res. No.: _______-2018

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

On the ____ day of ____________ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

__________________________________

RECORD & RETURN TO:

RESOLUTION NO.: 221 -2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO 144 TERCERA CORP.
TO THE PREMISES KNOWN AS 130 THIRD STREET
(SECTION 18, BLOCK 9, LOT 13)

WHEREAS, on November 4, 2016, the City of Newburgh conveyed property located at 130 Third Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 9, Lot 13, to 144 Tercera Corp.; and

WHEREAS, Mr. Gibbons, President of 144 Tercera Corp., has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, the appropriate departments have reviewed their files and advised that the covenants have been complied with, and recommend such release be granted; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 130 Third Street, Section 18, Block 9, Lot 13 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated November 4, 2016, from THE CITY OF NEWBURGH to 144 TERCERA CORP., recorded in the Orange County Clerk's Office on November 28, 2016, in Liber 14142 of Deeds at Page 1464 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: __________________, 2018

THE CITY OF NEWBURGH

By: ______________________________

Michael G. Ciaravino, City Manager
Pursuant to Res. No.: _______ -2018

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

On the ____ day of ___________ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

______________________________

231-18

# CITY OF NEWBURGH

## Building Department

123 Grand Street Newburgh, New York 12550
(845) 569-7400/Fax (845) 569-0096
www.cityofnewburgh-ny.gov

TO: Michele Kelson, Corporation Counsel

FROM: William F. Horton, Assistant Fire Chief/Building Inspector

MEETING DATE: June 20, 2018

SUBJECT: 130 Third Street, Release of Restrictive Covenants

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With regard to the request related to the release of the restrictive covenants for 130 Third Street owned by James A Gibbons of 144 Tercera Corp., I conducted an inspection of the property on 6/28/2018 and reviewed the building file in the office. Below are my findings:

There are no open code violations on file in the building record.

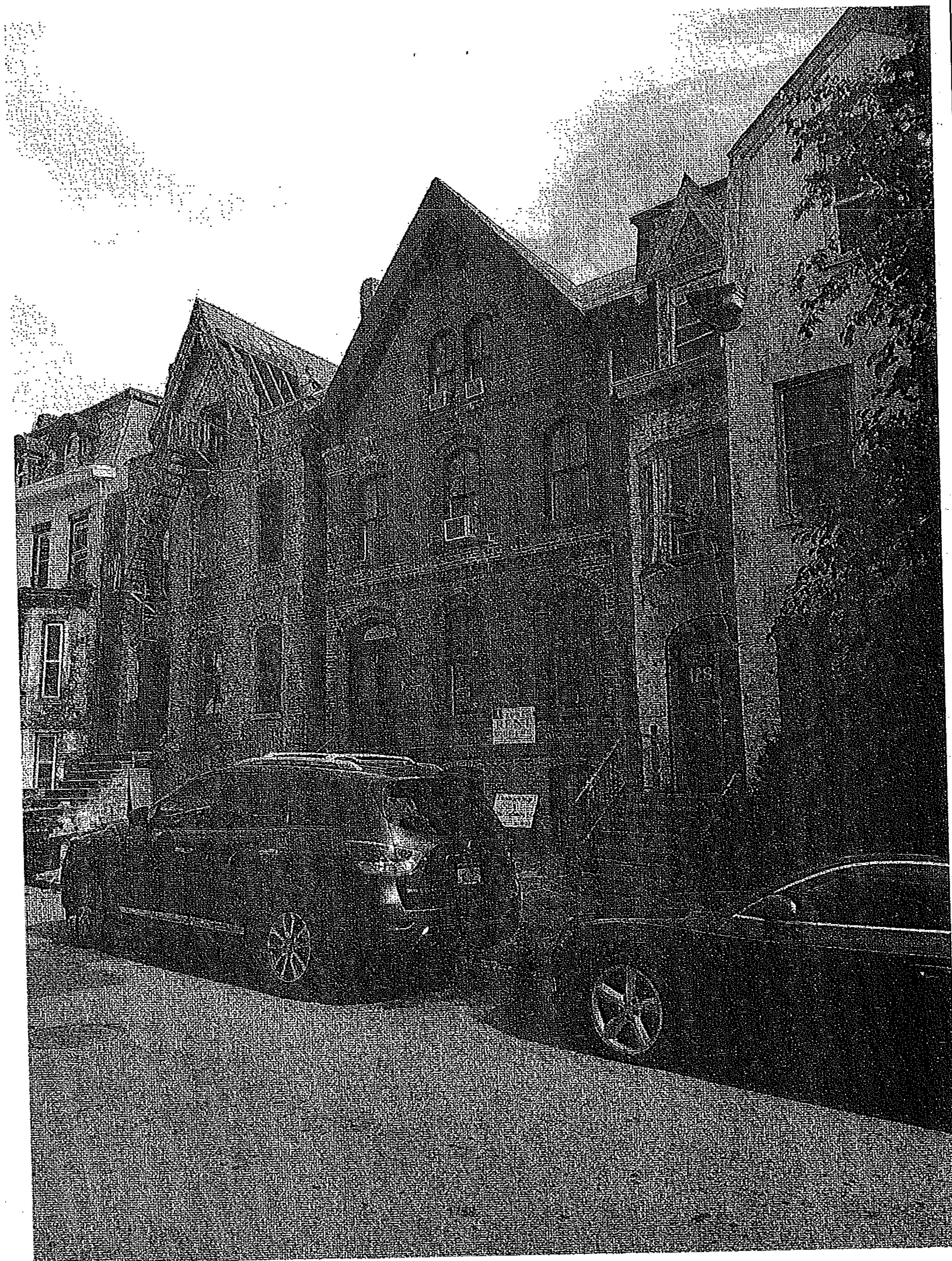
I observed no violations either on the property or in the building during my most current inspection of the property.

There are no open permits.

There is a valid Certificate of Occupancy on file dated 5/21/2018 for a Three Family Dwelling.

Thank you.

received
7/2/18
D.T.



RESOLUTION NO.: 222 -2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO MALINA NEALIS TO THE PREMISES KNOWN AS 152 THIRD STREET (SECTION 18, BLOCK 10, LOT 9)

WHEREAS, on December 5, 2002, the City of Newburgh conveyed property located at 152 Third Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 10, Lot 9, to Malina Nealis; and

WHEREAS, the attorney for Ms. Nealis has requested a release of the restrictive covenants contained in said deed in order to facilitate a sale of said property to a third party; and

WHEREAS, it has been determined that such release be granted; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

# RELEASE OF COVENANTS AND RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 152 Third Street, Section 18, Block 10, Lot 9 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated December 5, 2002, from THE CITY OF NEWBURGH to MALINA NEALIS, recorded in the Orange County Clerk's Office on March 28, 2003, in Liber 11005 of Deeds at Page 769 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: ________________, 2018

THE CITY OF NEWBURGH

By: ______________________________
Michael G. Ciaravino, City Manager
Pursuant to Res. No.: ________-2018

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

On the ____ day of ___________ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

______________________________

RESOLUTION NO.: 223 - 2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING THE SETTLEMENT OF A MORTGAGE FROM ELIZABETH OBIE TO THE CITY OF NEWBURGH AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SATISFACTION OF MORTGAGE IN CONNECTION WITH THE PREMISES LOCATED AT 121 THIRD STREET (SECTION 23, BLOCK 4, LOT 3)

WHEREAS, the City of Newburgh ("City") issued a mortgage to Elizabeth Obie in the principal sum of $5,500.00 for premises located at 121 Third Street (Section 23, Block 4, Lot 3) ("Premises"), dated September 6, 2013, and recorded in the Orange County Clerk's Office on September 24, 2013, in Liber 13652 of Deeds at Page 1446; and

WHEREAS, said mortgage converted into a grant over a period of time provided that, among other things, the owner did not sell, convey, or transfer title to the Premises within 5 years from the issuance of the mortgage; and

WHEREAS, Ms. Obie sold the Premises on or about July 30, 2018, said date being within 5 years from the date of the issuance of the mortgage; and

WHEREAS, the attorney for Ms. Obie has requested settlement of the mortgage in the amount of $1,100.00, said amount being twenty percent (20%) of the amount of the original mortgage; and

WHEREAS, this Council has determined that settling the mortgage for said amount and issuing and executing a Satisfaction of Mortgage, a copy of which is annexed hereto, is in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the mortgage issued by the City to Elizabeth Obie in the principal sum of $5,500.00 is hereby settled in the amount of $1,100.00, and the City Manager is hereby authorized to execute the attached Satisfaction in connection with said mortgage.

# SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550;

Does hereby consent that the following mortgage be discharged of record:

MORTGAGE bearing the date of September 6, 2013, made by Elizabeth Obie to the City of Newburgh, given to secure payment of the principal sum of $5,500.00, and duly recorded in the office of the Orange County Clerk's Office on September 24, 2013, in Liber 13652, Page 1446; and

which Mortgage has not been further assigned of record.

Dated: August ____, 2018

THE CITY OF NEWBURGH

By: ______________________________

Michael G. Ciaravino, City Manager
Pursuant to Res. No.: _____-2018

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

On the ____ day of ___________ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

________________________________

Notary Public

23-18



**THIS BOND AND MORTGAGE,** made the 6th day of September, ~~nineteen hundred and~~ Two thousand thirteen

**BETWEEN**

Elizabeth Obie having an address of 121 Third Street, Newburgh, NY

herein referred to as the mortgagor,

and the City of Newburgh, existing under the laws of the State of New York with its principal office for the transaction of business located at 83 Broadway, City of Newburgh, Orange County, New York.

herein referred to as the mortgagee,

**WITNESSETH,** that the mortgagor, does hereby acknowledge himself to be indebted to the mortgagee in the sum of Five Thousand Five Hundred---------------------------($ 5,500.00) Dollars lawful money of the United States, which the mortgagor does hereby agree and bind himself to repay to the mortgagee As follows:

a) If within 1 year from the date of this instrument-100% of the amount
b) If within 2 years from the date of this instrument-80% of the amount
c) If within 3 years from the date of this instrument-60% of the amount
d) If within 4 years from the date of this instrument-40% of the amount
e) If within 5 years from the date of this instrument-20% of the amount
f) After 5 years from the date of this instrument, if the mortgagor has otherwise complied with the terms hereof and has not sold, conveyed, loan herein shall become a grant and there shall be no obligation on the mortgagor to pay any part thereof...such percentage amount to be immediately due and payable within 5 years from the date of this instrument, upon the earliest to occur of the following events:

i) Default under term and condition of this bond and mortgage
ii) Sale or other conveyance of the mortgaged premises to a person other than a named mortgagor herein; and
iii) No mortgagor in domicile at the mortgaged premises

to secure the payment of which the mortgagor hereby mortgages to the mortgagee ALL

That certain plot, piece or parcel of land, with the building and improvements thereon erected, situate, lying and be in the City of Newburgh, County of Orange, and State of New York and described as follows:

SECTION 23 BLOCK 4 LOT 3

on the official tax map of the City of Newburgh.

RESOLUTION NO.: 224 - 2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING THE SETTLEMENT OF A MORTGAGE FROM LLOYD G. SANDIFORD AND JENNIFER E. LOEB TO THE CITY OF NEWBURGH AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SATISFACTION OF MORTGAGE IN CONNECTION WITH THE PREMISES LOCATED AT 33 CHAMBERS STREET (SECTION 30, BLOCK 4, LOT 17)

WHEREAS, the City of Newburgh ("City") issued a mortgage to Lloyd G. Sandiford and Jennifer E. Loeb in the principal sum of $20,300.00 for premises located at 33 Chambers Street (Section 30, Block 4, Lot 17) ("Premises"), dated December 7, 2011, and recorded in the Orange County Clerk's Office on February 16, 2012, in Liber 13292 of Deeds at Page 262; and

WHEREAS, said mortgage converted into a grant over a period of time provided that, among other things, the owner did not sell, convey, or transfer title to the Premises within 10 years from the issuance of the mortgage; and

WHEREAS, the attorney for Mr. Sandiford and Ms. Loeb has requested settlement of the mortgage in the amount of $10,150.00, said amount being fifty percent (50%) of the amount of the original mortgage; and

WHEREAS, this Council has determined that settling the mortgage for said amount and issuing and executing a Satisfaction of Mortgage, a copy of which is annexed hereto, is in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the mortgage issued by the City to Lloyd G. Sandiford and Jennifer E. Loeb in the principal sum of $20,300.00 is hereby settled in the amount of $10,150.00, and the City Manager is hereby authorized to execute the attached Satisfaction in connection with said mortgage.

# SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550;

Does hereby consent that the following mortgage be discharged of record:

MORTGAGE bearing the date of December 7, 2011, made by Lloyd G. Sandiford and Jennifer E. Loeb to the City of Newburgh, given to secure payment of the principal sum of $20,300.00, and duly recorded in the office of the Orange County Clerk's Office on February 16, 2012, in Liber 13292, Page 262; and

which Mortgage has not been further assigned of record.

Dated: August ____, 2018

THE CITY OF NEWBURGH

By: ______________________________

Michael G. Ciaravino, City Manager
Pursuant to Res. No.: _____-2018

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

On the ____ day of ___________ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

______________________________
Notary Public

24-18

# MORTGAGE SCHEDULE

Title# SUN18-O-802 Mortgage 1 of 1

| | |
|---|---|
| MORTGAGEE | Lloyd G. Sandiford and Jennifer E. Loeb |
| MORTGAGOR | City of Newburgh |
| DATED | 12/7/11 |
| RECORDED | 2/16/12 |
| AMOUNT | $20,300.00 |
| LIBER | 13292 |
| PAGE | 262 |

# ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

**THIS PAGE IS PART OF THE INSTRUMENT – DO NOT REMOVE**

TYPE IN BLACK INK:
NAME(S) OF PARTY(S) TO DOCUMENT

Lloyd G. Sandford
Jennifer E. Reeb

TO

City of Newburgh

SECTION 30 BLOCK 4 LOT 17

RECORD AND RETURN TO:
(name and address)

City of Newburgh
Department of Planning & Development
City Hall - 83 Broadway
Newburgh, NY 12550

*THIS IS PAGE ONE OF THE RECORDING*

**ATTACH THIS SHEET TO THE FIRST PAGE OF EACH RECORDED INSTRUMENT ONLY**

**DO NOT WRITE BELOW THIS LINE**

**INSTRUMENT TYPE:** DEED___ MORTGAGE ✓ SATISFACTION___ ASSIGNMENT___ OTHER___

**PROPERTY LOCATION**

| | | |
|---|---|---|
| ___2089 BLOOMING GROVE (TN) | ___4289 MONTGOMERY (TN) | NO PAGES 6 CROSS REF.___ |
| ___2001 WASHINGTONVILLE (VLG) | ___4201 MAYBROOK (VLG) | CERT.COPY___ ADD'L X-REF.___ |
| ___2289 CHESTER (TN) | ___4203 MONTGOMERY (VLG) | MAP#___ PGS.___ |
| ___2201 CHESTER (VLG) | ___4205 WALDEN (VLG) | |
| ___2489 CORNWALL (TN) | ___4489 MOUNT HOPE (TN) | PAYMENT TYPE: CHECK___ |
| ___2401 CORNWALL (VLG) | ___4401 OTISVILLE (VLG) | CASH___ |
| ___2600 CRAWFORD (TN) | ___4600 NEWBURGH (TN) | CHARGE ✓ |
| ___2800 DEERPARK (TN) | ___4800 NEW WINDSOR (TN) | NO FEE___ |
| ___3089 GOSHEN (TN) | ___5089 TUXEDO (TN) | Taxable |
| ___3001 GOSHEN (VLG) | ___5001 TUXEDO PARK (VLG) | CONSIDERATION $___ |
| ___3003 FLORIDA (VLG) | ___5200 WALLKILL (TN) | TAX EXEMPT___ |
| ___3005 CHESTER (VLG) | ___5489 WARWICK (TN) | Taxable |
| ___3200 GREENVILLE (TN) | ___5401 FLORIDA (VLG) | MORTGAGE AMT. $ 20,300 |
| ___3489 HAMPTONBURGH (TN) | ___5403 GREENWOOD LAKE (VLG) | DATE___ |
| ___3401 MAYBROOK (VLG) | ___5405 WARWICK (VLG) | |
| ___3689 HIGHLANDS (TN) | ___5600 WAWAYANDA (TN) | **MORTGAGE TAX TYPE:** |
| ___3601 HIGHLAND FALLS (VLG) | ___5889 WOODBURY (TN) | ___ (A) COMMERCIAL/FULL 1% |
| ___3889 MINISINK (TN) | ___5801 HARRIMAN (VLG) | ___ (B) 1 OR 2 FAMILY |
| ___3801 UNIONVILLE (VLG) | | ___ (C) UNDER $10,000 |
| ___4089 MONROE (TN) | **CITIES** | ✓ (E) EXEMPT |
| ___4001 MONROE (VLG) | ___0900 MIDDLETOWN | ___ (F) 3 TO 6 UNITS |
| ___4003 HARRIMAN (VLG) | ✓ 1100 NEWBURGH | ___ (I) NAT.PERSON/CR. UNION |
| ___4005 KIRYAS JOEL (VLG) | ___1300 PORT JERVIS | ___ (J) NAT.PER-CR.UN/1 OR 2 |
| | | ___ (K) CONDO |
| | ___9999 HOLD | |

Donna L. Benson
**DONNA L. BENSON**
ORANGE COUNTY CLERK

**RECEIVED FROM:** Newburgh

RECORDED/FILED
02/16/2012/ 14:33:44
County Clerk
DONNA L. BENSON
ORANGE COUNTY, NY
FILE # 20120016254
MORT/BK 13292 PG 0262
SER# DC007204 MTAX 0.00
BASIC 0.00
MTA 0.00
SPECIAL 0.00
SPECIAL ASST 0.00
RECORDING FEES 70.00
Receipt#1414052 dab

1767

Bond and Mortgage with additional clause—Individual or Corporation.

Two Thousand and Eleven

**THIS BOND AND MORTGAGE,** made the 7th day of December, nineteen hundred and

**BETWEEN** Lloyd G Sandiford and Jennifer E Loeb, residing at 33 Chambers Street, Newburgh, NY 12550

herein referred to as the mortgagor,

and City of Newburgh, existing under the laws of the state of New York with its principal office for the transaction of business located at 83 Broadway, City of Newburgh, Orange County, New York.

herein referred to as the mortgagee,

**WITNESSETH,** that the mortgagor, does hereby acknowledge himself to be indebted to the mortgagee in the sum of Twenty Thousand Three Hundred and 00/100------------ ($20,300.00) Dollars lawful money of the United States, which the mortgagor does hereby agree and bind himself to repay to the mortgagee

As follows:

a) If within 1 year from the date of this instrument-100% of the amount
b) If within 2 years from the date of this instrument-90% of the amount
c) If within 3 years from the date of this instrument-80% of this amount
d) If within 4 years from the date of this instrument-70% of the amount
e) If within 5 years from this date of this instrument-60% of the amount
f) If within 6 years from this date of this instrument-50% of the amount
g) If within 7 years from this date of this instrument-40% of the amount
h) If within 8 years from this date of this instrument-30% of the amount
i) If within 9 years from this date of this instrument-20% of the amount
j) If within 10 years from this date of this instrument-10% of the amount
k) After 10 years from date of this instrument, if the mortgagor has otherwise complied with the terms hereof and has not sold, conveyed, loan herein shall become a grant and there shall be no obligation on the mortgagor to pay any part thereof.

to secure the payment of which the mortgagor hereby mortgages to the mortgagee ALL

33 Chambers Street
S/30, B/4, L/17

that certain plot, piece or parcel of land, with the building and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange, and State of New York and described as follows:

Section 30, Block 4, Lot 17 on the Official Tax Map of the City of Newburgh.

RESOLUTION NO.: 225 - 2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SATISFACTION IN CONNECTION WITH A MORTGAGE ISSUED TO DENZIL ALEXANDER AND CELESTINE ALEXANDER AND PADDY M. ALEXANDER FOR PREMISES LOCATED AT 14 PALATINE AVENUE (SECTION 13, BLOCK 4, LOT 14)

WHEREAS, the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency issued a mortgage to Denzil Alexander, Celestine Alexander and Paddy M. Alexander in the principal sum of $5,000.00 for premises located at 14 Palatine Avenue (Section 13, Block 4, Lot 14), dated June 30, 1993, and recorded in the Orange County Clerk's Office on July 6, 1993, in Liber 4751 of Deeds at Page 117; and

WHEREAS, the mortgage was fully paid on April 3, 2009 and the mortgagors are entitled to a discharge of record; and

WHEREAS, this Council has determined that issuing and executing a Satisfaction of Mortgage, a copy of which is annexed hereto, as successor in interest to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency 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 attached Satisfaction in connection with a mortgage issued to Denzil Alexander, Celestine Alexander and Paddy M. Alexander for premises located at 14 Palatine Avenue (Section 13, Block 4, Lot 14).

# SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, as Successor in Interest to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550;

Does hereby certify that the following mortgage is paid, and does hereby consent that the same be discharged of record:

MORTGAGE bearing the date of June 30, 1993, made Denzil Alexander, Celestine Alexander and Paddy M. Alexander to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency, given to secure payment of the principal sum of $5,000.00, and duly recorded in the office of the Orange County Clerk's Office on July 6, 1993, in Liber 4751 of Deeds at Page 117; and

which mortgage has not been further assigned of record.

Dated: August ______, 2018

CITY OF NEWBURGH

_________________________________

By: Michael Ciaravino, City Manager
Pursuant to Resolution No.:

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

On the______ day of August, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

_________________________________

Notary Public

RECORD & RETURN TO:

CITY OF NEWBURGH, NY (ANNA) - [GR1040A/V1/L1 Daily Receipts Collection]

File Edit Query Record Field Window Help

QUERY ONLY MODE

Year: 2009 Period: 4 Trans Date: 04/03/2009 Status: Posted

Roll Type: GR GENERAL RECEIPTS Batch No: MAR #

Entered By: MARY 04/03/2009 Trans No: 24188 Source:

Description: LOAN PAYMENT, DENZIL ALEXANDER, ACT. #722, CHECK RECEIVED FROM FRISONI & HELLER, ATTORNEYS

Template

Reverse

Attachments

| Receipt Type | Description | Amount | GL |
|---|---|---|---|
| CD03900010 | ALEXANDER,DENZIL | 6,128.91 | * |
| CD2402 | INTEREST INCOME - NOTES RECVB | 2,421.96 | * |

Payor Name: LOAN PMT - D ALEXANDER

Customer: Address

Reference:

Receipt Printer: HP4200-AP

Subtotal: 8,550.87

Tax: 0.00

Total: 8,550.87

Amt Paid: 8,550.87

Change: 0.00

Payment Breakdown

Pay Type: CHECK

Check/Ref No: 2017

Receipt No: 21257

— Select —

Record: 7/? List of Values <OSC> <DBG>

(2) ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

THIS PAGE IS PART OF THE INSTRUMENT -- DO NOT REMOVE

PRINT OR TYPE BLACK INK ONLY

DENZIL ALEXANDER and
CELESTINE ALEXANDER and
PADDY H. ALEXANDER
TO
NEWBURGH COMMUNITY DEVELOPMENT AGENCY

SECTION 13 BLOCK 4 LOT 14

RECORD AND RETURN TO:
(Name and Address)

COMMUNITY DEVELOPMENT
CITY HALL, 83 BROADWAY
NEWBURGH, N.Y. 12550

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

CONTROL NO: 8398 DATE 6-30-93 AFFIDAVIT FILED ______ 19____

INSTRUMENT TYPE: DEED ____ MORTGAGE ✓ SATISFACTION ____ ASSIGNMENT ____ OTHER ____

| | | |
|---|---|---|
| BG20 Blooming Grove | | |
| CH22 Chester | | |
| CO24 Cornwall | | |
| CR26 Crawford | | |
| DP28 Deerpark | | |
| GO30 Goshen | | |
| GR32 Greenville | | |
| HA34 Hamptonburgh | | |
| HI31 Highlands | | |
| MK33 Minisink | | |
| ME40 Monroe | | |
| MY42 Montgomery | | |
| MH44 Mount Hope | | |
| NT46 Newburgh (T) | | |
| NW48 New Windsor | | |
| TU50 Tuxedo | | |
| WL52 Wallkill | | |
| WK54 Warwick | | |
| WA56 Wawayanda | | |
| WO58 Woodbury | | |
| MI09 Middletown | | |
| NC11 Newburgh | ✓ | |
| PJ13 Port Jervis | | |
| 9999 Hold | | |

SERIAL NO. CK3184

Mortgage Amount $ 5,000.00 CHECK ____ CASH ____ CHARGE ____

Exempt Yes ____ No ____ MORTGAGE TAX $ Exempt

3-6 Cooking Units Yes ____ No ____ TRANSFER TAX $ ____

Received Tax on above Mortgage

Basic $ ____ ED. FUND $ 5.00

MTA $ ____ RECORD. FEE $ 17-

Spec. Add. $ ____ REPORT FORMS $ ____

TOTAL $ ____ CERT. COPIES $ ____

MARION S. MURPHY
Orange County Clerk

by: MRL

Goshen Searchers

ORANGE COUNTY CLERK'S OFFICE S.S.
Recorded on JUL 6 1993
at 3:01 O'clock P. M.
In Liber/Film 4751 Mtg
at page 117 and examined.

Marion S. Murphy
County Clerk

RECEIVED
$ ____
REAL ESTATE
TRANSFER TAX
ORANGE COUNTY

GOSHEN SEARCHERS INC.
50 SCOTCHTOWN AVENUE
GOSHEN, NEW YORK 10924
POLICY WRITING AGENT FOR
TRW Title Insurance of New York Inc.
OFFICE: 914-294-5110
COUNTY BUILDING: 914-294-5913
NEWBURGH TIE LINE: 914-564-6153
FAX 914-294-2581

LIBER 4751 PAGE 117

ORG 07/06/93 03:01:28 32360 17.00
***** EDUCATION FUND: 5.00 *****
MORTGAGE CNTL NO: 8398 .00 *

****** SERIAL NUMBER: CK003184 ******

N 69—Standard Form NYBTU Bond and Mortgage, with additional clauses. Individual or Corporation.

606805

2

THIS BOND AND MORTGAGE, made the 20th day of June , nineteen hundred and ninety-three

BETWEEN Danzil Alexander and Celestira Alexander and Paddy H. Alexander
715 St. Marks Ave., Apt. 20
Brooklyn, NY 10216

herein referred to as the mortgagor,

and the NEWBURGH COMMUNITY DEVELOPMENT AGENCY, a public corporate body established under the laws of the State of New York, havings its principal office at 83 Broadway City of Newburgh, Orange County, State of New York.

herein referred to as the mortgagee,

WITNESSETH, that the mortgagor, does hereby acknowledge himself to be indebted to the mortgagee in the sum of Five thousand dollars ($5,000.00 ) Dollars

lawful money of the United States, which the mortgagor does hereby agree and bind himself to repay to the mortgagee

and to repay the interest on the unpaid amount of this instrument from the date hereof, at the rate of 6% per centum per annum until paid. Both the principal and interest on this instrument are payable on the first day of each month in 60 monthly installments, commencing with a payment of $112.13 on the first day of July 1998 to the mortgagor and a like sum of $112.13 on the first day of each and every month thereafter for 59 months when the entire balance of principal remaining due thereon shall become due and payable on July, 2003.

to secure the payment of which the mortgagor hereby mortgages to the mortgagee ALL

Section 13
Block 4
Lot 14

14 Palantine Ave.
a.k.a 11 Palantine Ave.

ALL that certain piece or parcel of land lying, situate and being in the City of Newburgh, County of Orange and State of New York, known and designated as Lot No. R14 and shown on a map titled, "Map of Portion of Englewood" dated April 1958, revised June 1959 and filed in Orange County Clerk's Office on 12 July 1959 as Map No. 1806 and being more particularly described as follows:

BEGINNING at a point at the ~~north~~easterly south intersection of the easterly line of Kennedy Place with the northerly line of Palantine Avenue; and running thence, along the said line of Kennedy Place, N 46° - 06' E 101.41' to a point at the corner of Lot No's R9 and said R14; thence leaving said line and along the division line of Lot No's R9, R10 and R14, S 53° - 27' E 108.32' to a point at the corner of Lot No's R14 and R15; thence along the division line of said Lot No's R14 and R15, S 36° - 33' W 100.0' to a point on the northerly line of aforesaid Palantine Avenue; thence along said line, N 53° - 27' W 125.15' to the point or place of beginning.

BEING the same premises described in that certain deed dated September 20, 1989 made by Orange Trading Realty Corp. to Andrew J. Damiano and Catherine L. E. Damiano, which was recorded in the Orange County Clerk's Office on September 22, 1989 in Liber 3192 of Deeds at page 39.

LIBER 4751 PAGE 118

TOGETHER with all right, title and interest, if any, of the mortgagor of, in and to any streets and roads abutting the above-described premises to the center lines thereof.

TOGETHER with all fixtures and articles of personal property now or hereafter attached to, or contained in and used in connection with, said premises, including but not limited to all apparatus, machinery, plumbing, heating, lighting and cooking fixtures, fittings, gas ranges, bathroom and kitchen cabinets, ice boxes, refrigerators, food freezers, air-conditioning fixtures and units, pumps, awnings, shades, screens, storm sashes, aerials, plants and shrubbery.

TOGETHER with any and all awards heretofore and hereafter made to the present and all subsequent owners of the mortgaged premises by any governmental or other lawful authorities for taking by eminent domain the whole or any part of said premises or any easement therein, including any awards for any changes of grade of streets, which said awards are hereby assigned to the holder of this bond and mortgage, who is hereby authorized to collect and receive the proceeds of any such awards from such authorities and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the amount owing on account of this bond and mortgage, notwithstanding the fact that the amount owing hereon may not then be due and payable; and the said mortgagor hereby covenants and agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid awards to the holder of this bond and mortgage, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

AND the mortgagor covenants with the mortgagee as follows:

1. That the mortgagor will pay the indebtedness as hereinbefore provided.
2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.
3. That no building on the premises shall be removed or demolished without the consent of the mortgagee.
4. That the whole of said principal sum and interest shall become due at the option of the mortgagee: after default in the payment of any installment of principal or of interest for twenty days; or after default in the payment of any tax, water rate, sewer rent or assessment for thirty days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on the bond and mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided.
5. That the holder of this bond and mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.
6. That the mortgagor will pay all taxes, assessments, sewer rents or water rates, and in default thereof, the mortgagee may pay the same.
7. That the mortgagor within six days upon request in person or within fifteen days upon request by mail will furnish a written statement duly acknowledged of the amount due on this bond and mortgage and whether any offsets or defenses exist against the mortgage debt.
8. That notice and demand or request may be in writing and may be served in person or by mail.
9. That the mortgagor warrants the title to the premises.
10. That the mortgagor will, in compliance with Section 13 of the Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
11. That fire insurance policies which are required by paragraph No. 2 above shall contain the usual extended coverage endorsement; in addition thereto the mortgagor, within thirty days after notice and demand will keep the buildings on the premises insured against loss by other insurable hazards for the benefit of the mortgagee, as may reasonably be required by the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring or in so assigning and delivering the policies. The provisions of subdivision 4, of Section 254 of the Real Property Law, with reference to the construction of the fire insurance clause, shall govern the construction of this clause so far as applicable.
12. That in case of a sale, said premises, or so much thereof as may be affected by this bond and mortgage, may be sold in one parcel.
13. That in the event of any default in the performance of any of the terms, covenants or agreements herein contained, it is agreed that the then owner of the mortgaged premises, if he is the occupant of said premises or any part thereof, shall immediately surrender possession of the premises so occupied to the holder of this bond and mortgage, and if such occupant is permitted to remain in possession, the possession shall be as tenant of the holder of this bond and mortgage and such occupant shall, on demand, pay monthly in advance to the holder of this bond and mortgage a reasonable rental for the space so occupied and in default thereof, such occupant may be dispossessed by the usual summary proceedings. In case of foreclosure and the appointment of a receiver of rents, the covenants herein contained may be enforced by such receiver.

LIBER 4751 PAGE 119

14. That the whole of said principal sum shall become due at the option of the mortgagee after default for thirty days after notice and demand, in the payment of any instalment of any assessment for local improvements heretofore or hereafter laid, which is or may become payable in annual instalments and which has affected, now affects or hereafter may affect the said premises, notwithstanding that such instalment be not due and payable at the time of such notice and demand, or upon the failure to exhibit to the mortgagee, within thirty days after demand, receipts showing payment of all taxes, assessments, water rates, sewer rents and any other charges which may have become a prior lien on the mortgaged premises.

15. That the whole of said principal sum shall become due at the option of the mortgagee, if the buildings on said premises are not maintained in reasonably good repair, or upon the failure of any owner of said premises to comply with the requirement of any governmental department claiming jurisdiction within three months after an order making such requirement has been issued by any such department.

16. That in the event of the passage after the date of this mortgage of any law of the State of New York, deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this bond and mortgage, the holder of this bond and mortgage and of the debt which it secures, shall have the right to give thirty days' written notice to the owner of the mortgaged premises requiring the payment of the mortgage debt. If such notice be given the said debt shall become due, payable and collectible at the expiration of said thirty days.

17. That the whole of said principal sum shall immediately become due at the option of the mortgagee, if the mortgagor shall assign the rents or any part of the rents of the mortgaged premises without first obtaining the written consent of the mortgagee to such assignment, or upon the actual or threatened demolition or removal of any building erected or to be erected upon said premises.

18. That if any action or proceeding be commenced (except an action to foreclose this bond and mortgage or to collect the debt secured thereby), to which action or proceeding the holder of this bond and mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the holder of this bond and mortgage for the expense of any litigation to prosecute or defend the rights and lien created by this bond and mortgage (including reasonable counsel fees), shall be paid by the mortgagor, together with interest thereon at the rate of six per cent. per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this bond and mortgage. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

19. That the whole of said principal sum shall immediately become due at the option of the mortgagee upon any default in keeping the buildings on said premises insured as required by paragraph No. 2 or paragraph No. 11 hereof, or if after application by any holder of this bond and mortgage to two or more fire insurance companies lawfully doing business in the State of New York and issuing policies of fire insurance upon buildings situate in the place where the mortgaged premises are situate, the companies to which such application has been made shall refuse to issue such policies, or upon default in complying with the provisions of paragraph No. 11 hereof, or upon default, for five days after notice and demand, either in assigning and delivering to the mortgagee the policies of fire insurance or in reimbursing the mortgagee for premiums paid on such fire insurance as hereinbefore provided in paragraph No. 2 hereof.

20. The mortgagor shall, upon the property being found in violation of any building, housing, plumbing, electrical, fire or other code of the City of Newburgh, immediately pay to the mortgagee the full principal amount of the note.

If more than one person joins in the execution of this instrument, and if any of the feminine sex, or if this instrument is executed by a corporation, the relative words herein shall be read as if written in the plural, or in the feminine or neuter gender, as the case may be, and the words "mortgagor" and "mortgagee" where used herein shall be construed to include their and each of their heirs, executors, administrators, successors and assigns.

This bond and mortgage may not be changed orally.

IN WITNESS WHEREOF, this bond and mortgage has been duly executed by the mortgagor.

IN PRESENCE OF:

Witness

Denzil Alexander

LIBER 4751 PAGE 120

Celestine Alexander

PADDY M. ALEXANDER

STATE OF NEW YORK
COUNTY OF Orange } ss.:

On the 30th day of June 1993, before me came Denzil Alexander and Paddy M. Alexander to me known to be the individuals described in, and who executed the foregoing instrument, and acknowledged that they executed the same.

ROBERT W KELSO
Notary Public, Orange County
Reg. No. 4920098
My Comm. Expires Dec. 31, 19 94

STATE OF NEW YORK
COUNTY OF Orange } ss.:

On the 30th day of June 1993, before me came Celestine Alexander to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that She executed the same.

ROBERT W KELSO
Notary Public, Orange County
Reg. No. 4920098
My Comm. Expires Dec. 31, 19 94

STATE OF NEW YORK
COUNTY OF } ss.:

On the day of 19 , before me came to me known, who, being by me duly sworn, did depose and say that he resides at No. in ; that he is the of the corporation described in and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of of said corporation; and that he signed h name thereto by like order.

STATE OF NEW YORK
COUNTY OF } ss.:

On the day of 19 , before me came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at in , that he knows to be the individual described in, and who executed, the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed name as witness thereto.

LIBER 4751 PAGE 121

No.

Denzil Alexander and Celestine Alexander and Paddy M. Alexander

TO

Newburgh Community Development Agency

**Bond and Mortgage**

Dated, June, 1993

Amount, $

Due, , 19

Int. Payable

The land affected by the within instrument lies in

Record and return to

Community Development
City Hall, 83 Broadway
Newburgh, NY 12550

RESOLUTION NO.: 226 - 2018

OF

AUGUST 13, 2018

RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A SFY 2018-2019 NEW YORK STATE SENATE INITIATIVE GRANT FROM SENATOR WILLIAM LARKIN IN THE AMOUNT OF $100,000.00 WITH NO CITY MATCH FOR POLICE-COMMUNITY RELATIONS

WHEREAS, the City of Newburgh received a Grant Award through the New York State Department of Criminal Justice Services in the amount of $100,000.00 from Senator Larkin under the SFY 2018-2019 New York State Senate Initiative; and

WHEREAS, the City of Newburgh will use the funding for police-community relations by supporting overtime and supplies for police-community events throughout the City; and

WHEREAS, such funding requires no City match; and

WHEREAS, this Council has determined that applying for such grant and accepting if awarded is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to accept a SFY 2018-2019 New York State Initiative Grant from Senator William Larkin in the amount of $100,000.00 with no City match required for police-community relations, with the appreciation and thanks of the City of Newburgh; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

RESOLUTION NO.: 227 - 2018

OF

AUGUST 13, 2018

# A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AMENDMENT NO. 2 TO THE AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION TO EXTEND THE TERM OF THE AGREEMENT FOR REIMBURSEMENT OF THE COST OF WATER PURCHASED FROM THE NEW YORK CITY CATSKILL AQUEDUCT

**WHEREAS**, perfluorooctane sulfonic acid (PFOS) has been detected in the City of Newburgh's water supply at levels in excess of the Environmental Protection Agency's recently released lifetime health advisory level; and

**WHEREAS**, there is a need to provide a temporary alternate source of drinking water to residents of the City of Newburgh, which has access to New York City's Catskill Aqueduct as a backup source of drinking water; and

**WHEREAS**, by Resolution No. 204-2016 of August 8, 2016, the City Council of the City of Newburgh authorized the City Manager to enter a Contract with the New York State Department of Environmental Conservation (the "Contract") for reimbursement for the actual cost of water purchased from the New York City Catskill Aqueduct; and

**WHEREAS** by Resolution No. 326-2017 of November 27, 2017, the City Council authorized Amendment No. 1 to the Contract because the need for the temporary alternate source of drinking water was anticipated to extend past the original end date of the Contract; and

**WHEREAS**, the need to for the temporary alternate source of drinking water is anticipated to extend past the amended end date of Amendment No. 1 to the Contract and the City Council of the City of Newburgh has determined that further extending the term of Contract with the Department of Environmental Conservation for reimbursement of the costs associated with providing a temporary alternate source of drinking water to City residents through the New York City Catskill Aqueduct is in the best interest of the City of Newburgh and its residents;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter Amendment No. 2 to the Contract with the New York State Department of Environmental Conservation to further extend the term of the Contract for reimbursement for the actual cost of water purchased from the New York City Catskill Aqueduct.

221-18

BUSINESS UNIT: DEC01
DEPARTMENT ID: 3350000

CONTRACT NO. C010219
AMENDMENT NO. 2

**CONTRACT AMENDMENT**
**between**
**STATE OF NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION**
**and**
**CITY OF NEWBURGH**

THIS AMENDMENT, entered into by and between the State of New York Department of Environmental Conservation (hereinafter referred to as the Department), having offices at 625 Broadway, Albany, New York 12233, and City of Newburgh (hereinafter referred to as the Newburgh), with offices at 83 Broadway, Newburgh, New York 12550 is hereby attached to and becomes incorporated into the above referenced contract.

WITNESSETH:

WHEREAS, the parties entered into a prior Contract which was duly assigned Contract Number C010219 (and amended on January 31, 2017) which said Contract the parties now desire to amend and extend;

WHEREAS, both parties originally agreed the Department would reimburse Newburgh for the costs of temporary alternative sources of drinking water for the residents of Newburgh; and

WHEREAS, the need for the temporary alternate source of drinking water will extend past the previously amended end date of the Contract; and

WHEREAS, the Contract provides for extending the Contract in Article 3: Term.

NOW THEREFORE, the parties hereto agree as follows:

1. Article 3 is revised by extending the end date of the Contract to October 31, 2019.
2. All other terms and conditions of Contract # C010219, as amended will remain in full force and effect.

## SIGNATURE PAGE

BUSINESS UNIT: DEC01
DEPARTMENT ID: 3350000

CONTRACT NO. C010219
AMENDMENT NO. 2

Department Certification "In addition to the acceptance of this Contract Amendment, I also certify that original copies of this signature page will be attached to all other exact copies of the subject Contract."

| CONTRACTOR SIGNATURE |
| --- |
| By: |
| Print Name: |
| Title: |
| Dated: |

| DEPARTMENT SIGNATURE |
| --- |
| By: |
| Print Name: |
| Title: |
| Dated: |

**Contractor Acknowledgement**

State of ______________________)

) ss.:

County of _____________________)

On the _______day of ___________ in the year_____, before me, the undersigned notary public, personally appeared ______________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

| ATTORNEY GENERAL'S SIGNATURE |
| --- |
| |
| Dated: |

| COMPTROLLER'S SIGNATURE |
| --- |
| Approved:<br>Thomas P. DiNapoli<br>State Comptroller |
| Dated: |

RESOLUTION NO.: 228 - 2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A CITIES FOR RESPONSIBLE INVESTMENT AND STRATEGIC ENFORCEMENT PHASE II GRANT FROM ENTERPRISE COMMUNITY PARTNERS, INC. FOR TECHNICAL ASSISTANCE TO FACILITATE CAPACITY BUILDING IN CODE ENFORCEMENT STRATEGIES THROUGH THE OFFICE OF THE NEW YORK STATE ATTORNEY GENERAL

WHEREAS, by Resolution No. 121-2017 of May 8, 2017, the City of Newburgh was awarded a Cities for Responsible Investment and Strategic Enforcement ("Cities RISE") Phase One grant for a comprehensive asset management data platform and technical expertise to facilitate implementation from the Office of the New York State Attorney General through Local Initiatives Support Corporation; and

WHEREAS, the City of Newburgh is eligible to apply for a Cities RISE Phase II grant from Enterprise Community Partners, Inc. for two-year long, intensive organizational development process focused on building the capacity of municipalities to make significant progress in their code enforcement strategies through data-driven innovations, change management, and community engagement support, with $50,000.00 to support the process; and

WHEREAS, participating cities will develop new practices to address problem properties and code enforcement challenges in the municipality and will work with multiple stakeholders in the community and in their own organization to generate input and feedback to inform the development of a new and better approach; and

WHEREAS, cities will have the opportunity to apply for an innovation grant to develop and implement these changes and throughout the two years of the program, participating cities will receive support to diagnose their code enforcement challenges, identify opportunities for innovation, navigate the obstacles change, and plan, implement and evaluate the effectiveness of the new approach;

WHEREAS, this Council has determined that making such application and accepting such grant if awarded is in the best interests of the City of Newburgh and its further development; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a Cities for Responsible Investment and Strategic Enforcement ("Cities RISE") Phase II grant from Enterprise Community Partners, Inc. for technical assistance to facilitate capacity building in code enforcement strategies through the Office of the New York State Attorney General; and that the City Manager is authorized to execute all such documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

228-18

*Cities for Responsible Investment and Strategic Enforcement (Cities RISE)*
*Phase II*

# Request for Applications 2018 – 2020

Enterprise™

## CITIES RISE – PHASE TWO

## REQUEST FOR APPLICATIONS ("RFA")

**Application Submission and Due Dates:** The applicant is responsible for ensuring completion by 11:59pm EST on August 3rd, 2018. All applications should be submitted electronically through SlideRoom. Please do not email any part of the application; only what is submitted through SlideRoom will be considered part of the application. The projected date for notice of awards for this Request for Applications (RFA) is September 5th, with awardees required to countersign and return required documentation by October 1st. Enterprise Community Partners, Inc. (Enterprise) in its discretion may extend the application deadline.

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## 1. RFA INFORMATION

### I. Background

Municipalities in New York State face a number of pervasive challenges related to problem properties and supporting housing quality standards for occupied properties. Vacant and blighted properties, tax delinquencies, and noncompliant landlords have had a negative impact on communities by reducing quality of life for their residents, creating physical hazards, public health problems or public nuisances, lowering surrounding property values, and, when properties are abandoned, leaving neighbors feeling unsafe, neglected and disempowered. The housing crisis has compounded these challenges, leaving under-resourced municipalities scrambling to effectively address housing problems and community concerns, including strategically and equitably deploying code enforcement which can disproportionately affect low-income communities. In the face of budget constraints, municipalities are tasked with doing more with less to address these housing challenges.

Cities RISE is equipping municipalities with tools and techniques to better diagnose these problems, create more effective and efficient interventions and programs, and improve systems and processes to foster innovation and leverage resources to make a positive, equitable impact on their communities.

Currently, Cities for Responsible Investment and Strategic Enforcement ("Cities RISE") is providing 16 New York State municipalities with easy-to-use technology that coordinates, maps, and analyzes disparate sources of data with the goal of facilitating effective, equitable strategies to spur housing and community revitalization.

Phase I of Cities RISE provided technology and consulting support to empower local governments to make improvements in data integration and analytics as well as in equitable policy and practices.

Phase II is a two-year long, intensive organizational development process focused on building the capacity of up to 10 municipalities to make significant progress in their code enforcement strategies through data-driven innovations, change management and community engagement support. Participating cities will develop new practices (e.g. improvements to operations, policy changes, innovative programs) to address problem properties and code enforcement challenges in the municipality. They will work with multiple stakeholders in the community and in their own organization to generate input and feedback to inform the de development of a new and better approach. Finally, cities will have the opportunity to apply for an innovation grant to develop and implement these changes. Throughout the two years of the program, participating cities will receive support to diagnose their code enforcement challenges, identify opportunities for innovation, navigate the obstacles change, and plan, implement and evaluate the effectiveness of the new approach.

The goal of Phase II of the program is to enable and support participants in the development and implementation of new approaches to problem properties and code enforcement challenges that produce positive social outcomes, including:

- Fewer problem properties and fewer at-risk properties
- Higher code compliance rates
- Safer, healthier, higher quality living conditions for residents
- Greater sense of belonging, ownership and empowerment in neighborhoods

- More efficient operations and reduced cost of interventions
- Increased tax collection and payment of utility bills

In addition to the development of a more effective, efficient and equitable enforcement strategy, Phase II participants will benefit from leadership development at multiple levels of the municipality, modernization of organizational infrastructure, increased civic engagement and improved relationships with the community. The ten cities will be part of a community of practice and engage in deep learning from their own experimentation, from each other, and from the consultants, coaches and faculty.

Innovations that municipalities could explore through Phase II include, but are not limited to: deepening data use to detect early stage code issues; conducting joint inspections by multiple departments, and; using behavioral insights to address non-compliant absentee landlords. The nature, size, causes and consequences of the problem vary from municipality to municipality, and there is not one recipe for success. Phase II will help each municipality assess its own situation and develop or adopt solutions that match its specific challenges.

Cities Rise Phase II will require the participation and full commitment of the Chief Executive (mayor, municipal manager or town administrator) of the municipality as well as participation of all key stakeholders involved in code enforcement, defined broadly. The program has three contributing support teams: Harvard University's John F. Kennedy School of Government (Harvard), the Hester Street Collaborative (Hester Street), and Tolemi. They will offer cities a well-integrated program of support with streamlined communications and a clear path of action.

Cities are expected to make this innovation process a priority, set ambitious, but realistic goals and designate a well-positioned official as project lead.

This Request for Applications (RFA) seeks applicants for Phase II of Cities RISE. The funding for this program was recovered by the Office of the New York State Attorney General as the result of bank settlements related to the housing crisis.

***This RFA is for Phase II of the program. Only municipalities currently participating in Phase I are eligible to apply for this RFA.***

**II. Program Structure**

Phase II will be comprised of three integrated and coordinated components:

- **<u>Learning, Experimentation and Change Management.</u>** Tolemi and Harvard will work together to provide municipalities with technical support, advice and training to leverage data and evidence in operational work and policy-making. Over the first six months of the program, municipalities will review their current practice, articulate their strategic goals, and identify opportunities for improvement and innovation. This work builds on the work done, lessons learned, and data collected in Phase I and helps the cities prepare for an Executive Education Program at Harvard in the spring of 2019.

  Full participation in the two-and-a-half day residential leadership training at Harvard University (Cambridge, Massachusetts) is required. This custom-designed, practice-oriented and highly engaging and interactive workshop for mayors/municipal managers and their taskforces/department heads has three purposes:

1. Educating participants about data-driven interventions and evidence-based policy, strategic code enforcement and preventative approaches, cross-silo and cross-sector collaboration, and performance leadership.
2. Team building for participating municipalities: municipal delegations will bond, learn and strategize together and leave inspired and with more focus, alignment and sense of common purpose.
3. Preparing for innovation in practice: participants will build on an intensive community engagement process (see below) to refine practices they would like to implement, identify key challenges and obstacles, and commit to experimentation and learning.

In the 18 months following the executive education program, Harvard and Tolemi will continue to support municipalities in their efforts to develop, implement and evaluate new, data-driven interventions to identify and deal with problem properties. Harvard will also offer individual support to municipalities in navigating barriers to innovation and organizational change, monitor progress and facilitate learning among the participating cities. Throughout the 24 months Harvard will help cities learn from their own data and experiments as well as from each other through in person visits, conference calls, the executive program and academic and practice-oriented publications that document the lessons learnt.

The executive education program requires participation from 4-5 senior staff, including the mayor or executive of each participating municipality. A senior staff member with the mandate to coordinate across departmental boundaries on the mayor's / executive's authority must commit to be the contact person for the Cities RISE program partners on an ongoing basis, including hosting site visits and participating in monthly calls.

- **Civic Engagement and Innovation:** Participating municipalities will work closely with Hester Street to meaningfully engage local stakeholders in the process of developing and implementing innovative and equitable code enforcement strategies, with emphasis on reaching traditionally underrepresented and marginalized populations such as low-income communities, communities color, recent immigrants, undocumented persons, families with young children and seniors.

  Each participant will receive technical assistance from Hester Street to manage a 6-month engagement process that includes: a) gathering input and understanding of community priorities b) collectively generating potential solutions to advance equitable code enforcement and c) soliciting community input on potential projects that can be piloted or advanced through the Innovation and Implementation Grant process.

  Hester Street will advise and provide training, and one-on-one support to each municipality to: structure a feasible and effective community engagement process; strengthen and deepen community partnerships; support meaningful and inclusive engagement of local stakeholders; build the collaborative capacity of municipal agencies and key stakeholders, and; equip grantees with the engagement, planning and evaluation tools they need to develop creative, implementable programs that are responsive to diverse community needs.

  Each municipality will be expected to regularly engage a variety of local stakeholders throughout the project – from key community-based organizations to business owners to the public at large. Engagement strategy and structure will vary by municipality; however, the expectation is that grantees commit to an intensive and authentic engagement process. That process could include, for example, monthly meetings with a previously convened government/community advisory board, an online survey, 2 large-scale public meetings and 3 population or issue-specific focus groups.

The goals of the engagement are to:

1. Get a deeper understanding of and community perspective on the particular problems regarding problem properties and code enforcement in the neighborhoods.
2. Get input, advise and ideas with regards to how current government interventions, operations, communications, programs, policies and ordinances might be improved
3. Build support for the new, innovative approach that the city will develop to address the problem, including the innovations that the city seeks to include in the Innovation and Implementation Grant proposal;
4. Increase civic engagement; improve municipality/community relations, paving the way for new and stronger government/community partnerships; increase transparency and accountability, and; develop the skills and structures for future government-led community engagement and collaboration.

**Innovation and Implementation Grants**: At the outset of Phase II, each participating municipality will receive a $50,000 grant to fund a portion of staff time to implement the program and will additionally receive funding to compensate community participants.

During the course of Phase II, municipalities will leverage the Tolemi platform, the Harvard support and the Hester Street community engagement process to develop a code enforcement strategy eligible for an innovation grant of between $500,000 and $1,000,000. Innovation grants can be used to implement or pilot aspects of strategic and equitable code enforcement such as experimenting with data-driven, risk-based inspection schedules, building capacity to undertake joint inspections, build better links between enforcement activities and human services, strengthening cross-sector code enforcement partnerships, and engaging in other proactive and community driven code enforcement projects. Requests for grant funds must be undertaken collaboratively with community stakeholders.

## III. Performance Requirements

Municipalities receiving a Phase II award will be expected to:

1. Ensure the participation of the mayor, municipal manager or administrator and up to five municipal leaders in the Executive Education session at Harvard.
2. Dedicate the time of at least one senior-level municipal representative (e.g. senior advisor to the mayor, department head, chief of staff, chair of the problem property taskforce) to actively coordinate all efforts and communications for a period of 24 months. This will take approximately 10 hours of this person's time if the person can delegate specific tasks, such as organizing meetings, developing specific plans, etc. to other people. If the person cannot delegate to others, the effort is likely to be 20 hours per week.
3. Dedicate approximately 20- 25% of another senior-level municipal staff's time to serve as the point person to lead and manage the Civic Engagement process and Innovation

Grant request throughout the grant term. Submit quarterly narrative grant reports on program progress and challenges.

## 2. GRANTEE APPLICATION

Applications will be evaluated based on evaluation criteria outlined in this RFA. Applications will first be examined for completeness. All complete applications will be reviewed for eligibility and only complete, eligible applications will be evaluated.

### I. Eligibility Information

#### A. Minimum Eligibility Criteria

To respond to this RFA, municipalities must meet the following minimum eligibility criteria:

1. **Phase I Participation**: Phase II participation is open only to participants of Cities RISE Phase I. Applicants must demonstrate that they have been actively leveraging BuildingBlocks in their code enforcement activities, participating in Cities RISE webinars, engaging with Spruce Technology and Tolemi, and working on improving their code enforcement strategies. For example, there should be a significant number of automatically uploaded datasets integrated in Building Blocks, including code violations, 311 calls (if applicable), assessor's database, fire department data, police data, tax collection data, and other key data sets).

2. **Management and Staffing**: The project proposal must have the active support and involvement of the highest-ranking municipal official(s)—the chief executive officer of the local government—which may be the mayor and/ or the city/ town manager. A senior staff person must be assigned as primary contact and coordinator. Additionally, the applicant must demonstrate that it will dedicate sufficient personnel to staff the additional program responsibilities.

   - As part of the application process, there will be a phone call between municipality's chief executive officer and Enterprise, Harvard, and Hester Street to discuss how the program might help the municipality accomplish its goals. The phone call will be scheduled in July or August of 2018.

3. **Community Partnerships**: The applying municipality must demonstrate a commitment to working in partnership with a diverse range of stakeholders.

#### B. Preferences

Applications that meet the following criteria will receive priority:

1. **Need**: This program is intended to support municipalities with comparatively high levels of community and property distress as demonstrated by publicly accessible metrics. Indicators could include but are not limited to:

   - High poverty rates, either overall or in neighborhood concentrations.
   - A high percentage of the municipality's housing stock with significant numbers of code violations related to health and safety and/or is vacant and abandoned.
   - High bank foreclosure rate, tax foreclosure rates, or other financial signals of distress.

2. **Community Impact:** Competitive applications will demonstrate a history of focusing on improving housing conditions for vulnerable populations and minimizing displacement, or if there is no extensive history, specific steps that the applicant has been taking using BuildingBlocks and assistance from consultants provided through Phase I, to achieve these outcomes. To participate in the program, applicants must be prepared to fully embrace the goal of using data to create or update a strategy to target housing resources in both an efficient and equitable way.

3. **Strategic Priority:** Preference will be given to cities with a chief executive that has a track record of and/or a demonstrated commitment to innovation and driving government performance to tackle social problems. If the Chief Executive is term limited and nearing the end of her/his term, the applicant needs to address the issue of leadership transition.

4. **Staff Support:** Preference will be given to municipalities that commit a comprehensive, intra-departmental team or task force to support the senior staff lead.

5. **Sustainability**: Competitive applications will demonstrate how the municipality will ensure long term sustainability—both financially and operationally—of the data and management systems put in place by this program. The municipality may demonstrate commitment to continuing data integration and community engagement after the program with a letter from the City Council or equivalent governmental decision-making body.

## Application

***The application must be submitted with a cover letter signed by the municipality's chief executive officer (mayor and/ or city/ town manager).***

Answers to the questions below must be presented as a narrative; any words beyond the limit for that section will be disregarded. Illustrative images from BuildingBlocks may be attached as a single attachment and not counted toward the word limit. Please provide all responses in SlideRoom.

1. **Need (15 points) (Not to exceed 250 words)**
   - What are your municipality's greatest housing challenges? Please provide metrics to illustrate your answer.
   - Are there communities or populations that you have a particularly hard time reaching? And/or are there communities or populations with whom you interact more than other communities? If yes, what are those populations and why do you have disproportionate interaction?

2. **Experience (30 points) (Not to exceed 750 words)**
   - How has your municipality leveraged Phase I resources to improve code enforcement and housing strategies?
   - How does code enforcement fit into the municipality's broader housing and community development strategy?
   - How are your municipality's departments working together on data analysis and to develop and implement new strategies?

- What have been your greatest successes improving code enforcement and housing strategies through Cities RISE?
- What are the main obstacles to a more efficient, effective, and equitable approach to code enforcement?
- Has the chief executive of the municipality issued any public statements about code enforcement in the past several years?

3. **Proposed Strategy (30 points) (Not to exceed 750 words)**
   - What are your top priorities for improving code enforcement and asset management going forward? Do you have any specific geographic areas, property types, or kinds of problems you want to focus on?
   - What organizational capabilities would you most like to develop? (for example, cross-departmental collaboration, performance management, engaging with communities, leveraging data in operations and decision-making, business process redesign, the ability to experiment and learn rapidly from new approaches)
   - How has your municipality worked with community organizations and/or solicited community input in the past and through the Phase I process?
   - How would your municipality like to work with community organizations and/or solicit community input? Name some ways your code enforcement work would be more effective with increased community involvement.
   - How will Phase II resources help you correct for known or potential housing equity concerns in your municipality?
   - Who are the community stakeholders you envision might comprise the community collaborative and what do they bring to the table? Please name and describe at least three organizations and/or individuals and describe their role in your community at large. Please also describe your experience working together in the past (if you haven't worked together in the past, please describe why you would like to work together.
   - Are there relevant community/government advisory councils or working groups in your municipality that you might engage with during this process?

4. **Program Management (15 points) (Not to exceed 250 words)**
   - Name and describe the senior official who will be responsible for this project. What is his or her current role and how will this person have the bandwidth to take on this responsibility for the next 24 months? What additional support and staffing do you propose for this project?
   - Describe how your municipality's chief executive officer(s) (mayor and/ or city/ town manager) will engage in this project beyond participation in the Executive Education program at Harvard. For example, will s/he (occasionally) chair the taskforce meetings, will s/he be monitor a performance dashboard and hold departments accountable, or will s/he engage in organizational change efforts?
   - How will the municipality's chief executive and senior leader appointed to coordinate the effort share the learnings of the program and incorporate innovations into the culture of the municipal administration?

5. **Support and Sustainability (10 points) (Not to exceed 200 words)**
   - What operational systems will you put in place to ensure long term sustainability—both financially and operationally—of the community engagement and data analysis systems fostered through Cities RISE? What operational systems will be put in

place to ensure continuity in the event that mayoral administrations change within the next several years?

## III. Proposal and Submission Information

### A. Timelines

*Application issued*: June 29th, 2018

*Informational call*: Sometime in July at 2pm EST.
Conference number 1-866-469-3239, code 66184256.
Please submit questions by 12:00pm on July 13th. Submit questions to bhudson@enterprisecommunity.org, with "Cities RISE Phase II" in the title.

*Due date and time*: 5:00 pm EST on Friday, August 3rd, 2018

*Award notice*: The projected notice of awards is September 5th, 2018

*Contract period*: September 15, 2018 to September 15, 2020

## IV. Grant Terms

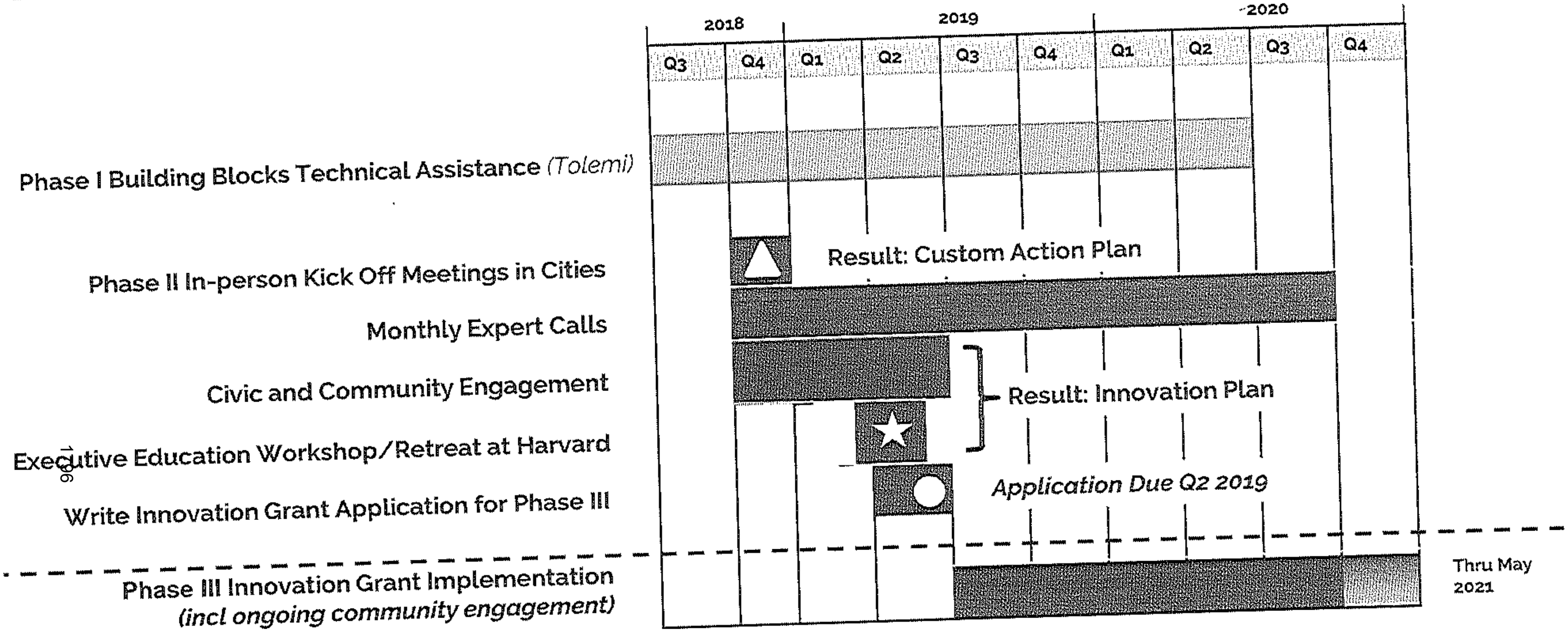
Selected applicants will be required to enter into a grant agreement with Enterprise governing the grant, which will include the value of technical assistance from Harvard, Tolemi, and Hester Street.

# Cities RISE Program

| | PHASE I | PHASE II | PHASE III |
|---|---|---|---|
| GOALS | Capacity Building<br>Technology and Analytics Support | Exec Leadership + Change Management<br>Community Engagement + Collaboration<br>Ongoing Tech Implementation Support | Innovation Grants to Support Government/ Community Collaboration |
| OUTCOMES | Building Blocks Launch and Support<br>Best Practices Webinars<br>Peer Convening | Increased Government Capacity<br>Increased Civic Engagement<br>Stronger Govt/Community Relations<br>Plan for Collaborative Project | $500K to $1million Funding for More Effective, Efficient Approach to Tackling Problem Properties and Code Enforcement |

1795

# Cities RISE – Phase II Timeline



RESOLUTION NO.: 229 -2018

OF

AUGUST 13, 2018

A RESOLUTION RE-APPOINTING THOMAS J. MURPHY TO THE MUNICIPAL CIVIL SERVICE COMMISSION OF THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Thomas J. Murphy is hereby re-appointed to a six (6) year term retroactively commencing on June 1, 2018 and expiring on May 31, 2024.

229-18

# CITY OF NEWBURGH


MUNICIPAL CIVIL SERVICE COMMISSION
CITY HALL - 83 BROADWAY
NEWBURGH, N.Y. 12550
Tel. 569-7340


To: Honorable Mayor Torrance Harvey & Members of Newburgh City Council

From: Thomas J. Murphy, Chairman, Newburgh Civil Service Commission

Date: July 11, 2018

Re: Request for Re-Appointment

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Having had the honor to serve on the Newburgh Municipal Civil Service Commission for the past six years, with the last two as Chairman, I have come to learn a great deal about the duties and functions of the Commission and the New York State Civil Service Law. The corresponding responsibilities, authority associated with the position and the significant role the Commission plays in serving the government and the citizens of the City of Newburgh.

During my tenure and with the help of my colleagues on the Commission several new policies and procedures have been implemented to help demystify the civil service examination process. Regularly scheduled CSC live streamed meetings are held as well as monthly scheduled meetings with the Newburgh Enlarged City School District. Communications with the Newburgh Housing Authority have improved significantly. The office received a commendation from NYS Department of Civil Service for an excellent Technical Assistance Review Audit performed in 2017 and our Administrator was appointed to the Executive Committee of the NYS Civil Service Officers Association. I am proud to have been a member of this Commission that has distinguished itself with a dedication to the City of Newburgh and has held true to the spirit of the civil service law which we are appointed to uphold in an autonomous manner.

I am requesting a re-appointment to the Commission to continue this important work which I respect and enjoy, and look forward to continuing to serve my community and the City of Newburgh in this capacity. As a longtime resident of the City for more than 30 years and recently retiring from my law practice in the City after 37 years, I have ample time to devote to attend meetings and be available for any issues that need immediate attention.

Thank you for your consideration and I remain available to discuss further upon request.

Thomas J. Murphy

RESOLUTION NO.: 230 - 2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING SETTLEMENT OF A WATER BILL WITH AN OUT-OF-CITY ACCOUNT FOR THE AMOUNT OF TWENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($27,500.00).

WHEREAS, Froilan and Ivette Arias purchased property known as 35 South Plank Road in the Town of Newburgh ("Property") on April 9, 2002, wherein HSBC Bank held a mortgage to the Property; and

WHEREAS, the City of Newburgh provides water services to the Property; and

WHEREAS, the Arias stopped paying their water bills or any penalties accrued thereon around October 2011; and

WHEREAS, HSBC foreclosed on the Property on or about July 2015 and continued to hold the property until July 2017, when the United States Department of Veterans Affairs ("VA") purchased the Property from HSBC; and

WHEREAS, now the VA, by and through its attorney, represented that it has a contract of sale for the Property pending with a third-party purchaser and has requested a settlement of the water bill due and owing; and

WHEREAS, the City of Newburgh and the VA have reached an agreement in the amount of Twenty-Seven Thousand Five Hundred and 00/100 dollars ($27,500.00) to settle the current water bill and to resolve all claims relevant thereto; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the outstanding water bill for the Property in the total amount of Twenty-Seven Thousand Five Hundred and 00/100 dollars ($27,500.00).

RESOLUTION NO.: __231__ - 2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT OF CLAIM WITH DUPAR REALTY IN THE AMOUNT OF $10,298.43

WHEREAS, Aamir Mumtaz, as managing partner of Dupar Realty, brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Ten Thousand Two Hundred Ninety-Eight and 43/100 ($10,298.43) Dollars in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Dupar Realty in the total amount of Ten Thousand Two Hundred Ninety-Eight and 43/100 ($10,298.43) Dollars and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: __232__ - 2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A CONSENT AGREEMENT AND FINAL ORDER WITH
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
TO RESOLVE VIOLATIONS UNDER THE STATE POLLUTANT DISCHARGE
ELIMINATION SYSTEM PERMIT NO. NYR20A240

WHEREAS, the United States Environmental Protection Agency ("EPA") conducted a compliance audit of the City of Newburgh's State Pollutant Discharge Elimination System ("SPDES") Permit and found violations in connection with the Stormwater Management Plan and other conditions under which the New York State Department of Environmental Conservation issued the SPDES Permit; and

WHEREAS, the City has corrected the deficiencies identified in the compliance audit and the EPA has offered a Consent Agreement and Final Order ("Agreement") to resolve the matter without an admission from the City and without further litigation with the payment of a civil penalty in the amount of $5,100.00 which is payable upon the signing of the Agreement; and

WHEREAS, this Council has determined that entering into the proposed Agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to enter into the proposed Consent Agreement and Final Order, in the same form as annexed hereto, and to take such additional and further action effectuate the terms of the proposed Consent Agreement and Final Order.

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 2

| | |
|---|---|
| **IN THE MATTER OF:**<br><br>City of Newburgh<br>83 Broadway<br>Newburgh, New York 12550<br><br>**SPDES Permit No. NYR20A240**<br><br>**Respondent**<br><br>Proceeding pursuant to Section 309(g) of the Clean Water Act, 33 U.S.C. §1319(g) | **CONSENT AGREEMENT AND FINAL ORDER**<br><br>**DOCKET No. CWA-02-2018-3303** |

## I. PRELIMINARY STATEMENT

1. This is a civil administrative proceeding for the assessment of a civil penalty instituted pursuant to Section 309(g) of the Clean Water Act ("CWA" or "the Act"), 33 U.S.C. §1319(g).

2. The following Findings of Fact are made and Order issued pursuant to the authority vested in the Administrator of the United States Environmental Protection Agency ("EPA") by the Act, 33 U.S.C. §1251 *et. seq*., which authority has been duly delegated to the Regional Administrator of Region 2, EPA and since further re-delegated to the Director, Division of Enforcement and Compliance Assistance, Region 2, EPA.

3. EPA is initiating and concluding this proceeding for the assessment of a civil penalty, pursuant to Section 309(g) of the Clean Water Act, 33 U.S.C. §1319(g), and 40 C.F.R. §22.13(b) of the "Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders, and the Revocation, Termination or Suspension of Permits" ("CROP"), which sets forth procedures for simultaneous commencement and conclusion of administrative civil penalty assessment proceedings through issuance of a consent agreement and final order pursuant to 40 C.F.R. §§22.18(b)(2) and (3).

## II. FINDINGS OF FACT

4. The City of Newburgh ("Respondent" or "City") is a municipal corporation chartered under the laws of the State of New York, and as such, the Respondent is a person, as defined in Section 502(5) of the CWA, 33 U.S.C. §1362(5), and 40 C.F.R. §122.2, and is an "incorporated place" as defined in 40 C.F.R. §122.26(b)(3).

5. The Respondent owns and operates the MS4 located in the City of Newburgh, New York, and is an "owner or operator" within the meaning of 40 C.F.R. §122.2.

6. The MS4 in the City of Newburgh is a small MS4 located in a urbanized area within the meaning of 40 C.F.R. §122.26(b)(16)(ii) and 40 C.F.R. §122.32(a)(1).

7. The MS4 is a point source within the meaning of Section 502(14) of the CWA, 33 U.S.C. §1362(14).

8. The Respondent's MS4 includes approximately sixty-nine (69) outfall pipes, which are "point sources" within the meaning of Section 502(14) of the CWA, 33 U.S.C. §1362(14), that discharge stormwater, which is a "pollutant" within the meaning of Section 502(6) of the CWA, 33 U.S.C. §1362(6), to Quassaick (or Quassaic) Creek, Muchattoes Lake, Gidneytown Creek and the Hudson River. Quassaick Creek is tributary to the traditionally navigable Muchattoes Lake. Quassaick Creek and Gidneytown Creek are tributary to the traditionally navigable Hudson River. Therefore, Quassaick Creek, Muchattoes Lake, Gidneytown Creek and Hudson River are waters of the United States within the meaning of 40 C.F.R. §122.2, and as such, discharge pollutants within the meaning of Section 502(12) of the CWA, 33 U.S.C. §1362(12).

9. The Respondent submitted a Notice of Intent ("NOI") in March 2003 for coverage under the State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems, SPDES Permit No. GP-02-02, which became effective January 8, 2003. The Respondent subsequently received coverage from New York State Department of Environmental Conservation ("NYSDEC") under the SPDES General Permit (GP-02-02) (NYR20A240), which became effective January 8, 2003, and permit coverage was maintained under the subsequent SPDES permits, including the current, and administratively extended, SPDES permit which became effective on March 1, 2015 and expired on April 30, 2017.

10. The NYSDEC General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), effective on May 1, 2015, was the effective permit at the time of the audit.

11. The EPA conducted a Compliance Audit of the Respondent's MS4 on June 25, 2015, and determined that Respondent had failed to fully develop and implement their Stormwater Management Plan ("SWMP"), and had failed to comply with conditions of the NYSDEC General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems, in the operation of its MS4 located in Newburgh, New York, which resulted in, among other things, the discharge of stormwater pollution into waters of the United States in violation of Section 301 of the Act, 33 U.S.C. §1311.

12. Based on the Findings cited in Paragraphs 4-11 above, the Respondent violated Section 301 of the Act, 33 U.S.C. §1311.

## III. CONCLUSIONS OF LAW AND JURISDICTION

13. Section 301(a) of the Act, 33 U.S.C. §1311(a), provides, in part, that the discharge of any pollutants by any person from a point source to a navigable water of the United States shall be

unlawful except, inter alia, in accordance with the terms and conditions of a duly issued permit pursuant to Section 402 of the Act, 33 U.S.C. §1342.

14. Section 402 of the Act, 33 U.S.C. §1342, authorizes the Administrator of the EPA to issue a National Pollutant Discharge Elimination System ("NPDES") permit for the discharge of any pollutant, or combination of pollutants, subject to certain requirements of the Act and conditions which the Administrator determines are necessary.

15. Pursuant to Section 402(b) of the Act, 33 U.S.C. §1342(b), the EPA granted authority to the New York State Department of Environmental Conservation to issue State Pollutant Discharge Elimination System permits to facilities in New York State for the discharge of pollutants from said facilities from a point source to a navigable water of the United States.

16. Section 402(p) of the CWA, 33 U.S.C. §1342(p) sets forth the requirements for discharges of stormwater.

17. NYSDEC issued a SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-02-02) on January 8, 2003. The SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems ("Permit") expired on January 8, 2008, and was administratively extended until the Permit was reissued on April 15, 2008 as GP-08-02. The Permit was subsequently renewed on May 1, 2010 as GP-0-10-002, and expired on April 30, 2015. The Permit was then reissued as GP-0-15-003, as an interim general permit with only conforming changes, such as a new general permit identification number, a two (2) year term, and updated references to the SPDES General Permit for Stormwater Discharges from Construction Activity (GP-0-15-002) and Multi-Sector General Permit for Stormwater Discharges Associated with Industrial Activity (GP-0-12-001). That Permit expired on April 30, 2017, and has been administratively continued until such time as a new permit is issued.

18. The Administrator of the EPA has promulgated regulations at 40 C.F.R. §122.26(a)(9)(i)(A), which require operators to obtain a NPDES permit for discharges composed entirely of stormwater from a small MS4 required to be regulated pursuant to 40 C.F.R. §122.32.

19. Section 402 of the CWA, 33 U.S.C. §1342, authorizes the Administrator of the EPA to issue a NPDES permit for the discharge of any pollutant, or combination of pollutants, subject to certain requirements of the CWA and conditions which the Administrator determines are necessary. The NYSDEC is the agency with the authority to administer the federal NPDES program in New York pursuant to Section 402 of the CWA, 33 U.S.C. §1342. The EPA maintains concurrent enforcement authority with authorized States for addressing violations of the CWA. Additionally, under the authority granted to the NYSDEC by the EPA under Section 402(b) of the CWA, 33 U.S.C. §1342(b), facilities are required to obtain a SPDES permit from the NYSDEC for the discharge of pollutants from said facilities' point source(s) to a navigable water of the United States.

20. The Respondent's Facility is subject to the NPDES requirements pursuant to Section 402 of the Act, 33 U.S.C. §1342 and Section 301(a) of the Act, 33 U.S.C. §1311(a).

21. Based upon the Findings of Fact set forth above, the Respondent operated the Facility in violation of Sections 301 and 402 of the Act.

22. EPA has jurisdiction over the subject matter of this action, pursuant to Section 309 of the Act, 33 U.S.C. §1319, and over the Respondent.

## IV. CONSENT AGREEMENT

23. Paragraphs 1 through 22, above, are re-alleged and incorporated herein by reference.

24. The EPA and the Respondent agree that it is in the public interest to resolve the issues alleged in this Consent Agreement without further litigation and the expense and effort that litigation entails.

25. Based upon the foregoing and pursuant to Section 309(g) of the Act, 33 U.S.C. §1319(g), and the CROP, it is hereby agreed by and between EPA and the Respondent, and the Respondent voluntarily and knowingly agrees as follows:

## V. TERMS OF SETTLEMENT

26. For the purpose of this proceeding, the Respondent:

a. Admits the jurisdictional allegations of this CA/FO;

b. Neither admits or denies the factual allegations contained herein;

c. Waives its right to contest the allegations, at a judicial or administrative hearing, or to appeal this CA/FO; and

d. Consents to the payment of the civil penalty in the amount of Five Thousand One Hundred Dollars ($5,100.00), as stated in Paragraph 27, below.

## VI. PAYMENT OF CIVIL PENALTY

27. The Respondent shall pay a civil penalty in the amount of ***Five Thousand One Hundred Dollars ($5,100.00)*** to the "Treasurer of the United States of America."

28. Payments can be made by debit/credit card, check, or electronically. Electronic payments fall into two categories: wires and Automated Clearinghouse (ACH). Wires are same day and more costly. ACH is the next day or any future scheduled day and is less expensive. Please note that wires and ACH payments must be conducted through the sender's bank. The checks (cashier's or certified checks only) shall be identified with a notation of the name and docket number of this case, set forth in the caption on the first page of this document. Payment methods are described below:

| Type of Payment | Payment Information | | |
|---|---|---|---|
| Debit and Credit Card Payments | https://www.pay.gov/paygov/ | | |
| Checks from U.S. Banks | | U.S. Postal Service | UPS, Federal Express, or Overnight Mail |

| | | | |
|---|---|---|---|
| Finance Center Contacts: Craig Steffen (513-487-2091) | Check Payments – Fines and Penalties | US Environmental Protection Agency Fines and Penalties Cincinnati Finance Center PO Box 979077 St. Louis, MO 63197-9000 | U.S. Bank Government Lockbox 979077 US EPA Fines & Penalties 1005 Convention Plaza SL-MO-C2-GL St. Louis, MO 63101 314-418-1028 Contact: Natalie Pearson 314-418-4087 |
| Checks drawn on foreign banks with no USA branches (any currency) | Cincinnati Finance US EPA, MS-NWD 26 W ML King Drive Cincinnati, OH 45268-0001 | | |
| Wire Transfers (any currency) | Federal Reserve Bank of New York ABA: 021030004 Account Number: 68010727 SWIFT address: FRNYUS33 33 Liberty Street New York, NY 10045 Field Tag 4200 of the Fedwire message should read: "D 68010727 Environmental Protection Agency" | | |
| ACH - Automated Clearinghouse for receiving US currency Finance Center Contacts: John Schmid (202-874-7026) REX (Remittance Express) 1-866-234-5681 | US Treasury REX / Cashlink ACH Receiver ABA: 051036706 Account Number: 310006, Environmental Protection Agency CTX Format Transaction Code 22 – checking Physical location of US Treasury facility: 5700 Rivertech Court Riverdale, MD 20737 | | |

**ON LINE PAYMENT:**

There is now an On Line Payment Option, available through the Department of Treasury. This payment option can be accessed from the information below: WWW.PAY.GOV. Enter sfo 1.1 in the search field. Open form and complete required fields.

The Respondent shall also send copies of this payment to each of the following:

Branch Chief
Water Compliance Branch
Division of Enforcement and Compliance Assistance
U.S. EPA, Region 2
290 Broadway, 20th Floor
New York, New York 10007-1866

and

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 2
290 Broadway, 16th Floor
New York, New York 10007

The payment must be received at the above address on or before thirty (30) calendar days after the date of receipt of this Order (the date by which payment must be received shall hereafter be referred to as the "due date").

29. Failure to pay the penalty in full according to the above provisions will result in referral of this matter to the United States Department of Justice or the United States Department of the Treasury for Collection.

30. Further, if the payment is not received on or before the due date, interest will be assessed at the annual rate established by the Secretary of Treasury pursuant to the Debt Collection Act, 31 U.S.C. §3717, on the overdue amount from the due date through the date of payment. In addition, a late payment handling charge of $15.00 will be assessed for each 30-day period (or any portion thereof) following the due date in which the balance remains unpaid. A 6% per annum penalty also will be applied on any principal amount not paid within 90 days of the due date.

31. In addition, pursuant to Section 309(g)(9) of the Act, 33 U.S.C. §1319(g)(9), if payment is not received by the due date, a quarterly nonpayment penalty will be imposed for each calendar quarter during which such nonpayment persists. The quarterly nonpayment penalty is 20% of the aggregate amount of penalties and quarterly nonpayment penalties, which are unpaid as of the beginning of such quarter. You also may be required to pay attorney's fees and costs for collection proceedings in connection with nonpayment.

32. The penalty to be paid is a civil penalty assessed by the EPA and shall not be deductible from the Respondent's federal or New York State taxes.

## VII. GENERAL PROVISIONS

33. Upon execution by the parties, this Agreement shall be subject to a public comment period of not less than thirty (30) days, pursuant to Section 309(g)(4)(A) of the Act, 33 U.S.C. §1319(g)(4)(A) and 40 C.F.R. §22.45. The EPA may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations indicating that the Agreement is inappropriate, improper, or inadequate.

34. If comments during the public comment period do not require modification or withdrawal by the EPA from this Agreement, the parties agree to submit this Agreement to the Director of the Division of Enforcement and Compliance Assistance ten (10) days after closure of the public comment period, with a request that it be incorporated into a final order.

35. The provisions of this CA/FO shall be binding upon the Respondent, its officers, directors, agents, servants, authorized representatives and successors or assigns, including but not limited

to, subsequent purchasers. No transfer of ownership or operation shall relieve the Respondent of its obligation to comply with this CA/FO.

36. The Respondent waives any right it may have pursuant to 40 C.F.R. §22.8 to be present during discussions with or to be served with and to reply to any memorandum or communication addressed to the Director or the Regional Administrator where the purpose of such discussion, memorandum, or communication is to discuss a proposed settlement of this matter or to recommend that such official accept this Consent Agreement and issue the accompanying Final Order.

37. Except for the specific violations alleged herein, nothing in this agreement shall be construed as prohibiting, altering or in any way limiting the ability of the EPA to seek any other remedies or sanctions available by virtue of the Respondent's violation of this agreement or of the statutes and regulations upon which this agreement is based, or for the Respondent's violation of any applicable provision of law.

38. This CA/FO shall not relieve the Respondent of its obligation to comply with all applicable provisions of federal, state or local law, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state or local permit.

39. This CA/FO constitutes a settlement by the EPA of all claims for civil penalties pursuant to the CWA for the violations by the Respondent alleged herein. Nothing in this CA/FO is intended to nor shall be construed to operate in any way to resolve any criminal liability of the Respondent. Compliance with this CA/FO shall not be a defense to any actions subsequently commenced pursuant to Federal laws and regulations administered by the EPA, and it is the responsibility of the Respondent to comply with such laws and regulations.

40. Each undersigned representative of the parties to this Consent Agreement certifies that he or she is fully authorized by the party represented to enter into the terms and conditions of this Consent Agreement and to execute and legally bind that party to it.

41. Each party shall bear its own costs and attorney's fees in connection with the action resolved by this CA/FO.

***For the Respondent: City of Newburgh hereby consents to the issuance of the ORDER and agrees to be bound thereby.***

BY: ____________________________ DATE: ____________________

Michael G. Ciaravino, City Manager
City of Newburgh
83 Broadway
Newburgh, New York 12550

*For the Complainant, the United States Environmental Protection Agency*

BY: ______________________________ DATE: ____________________

**Dore LaPosta, Director**
Division of Enforcement and Compliance Assistance
U.S. Environmental Protection Agency, Region 2
290 Broadway
New York, New York 10007

## VIII. FINAL ORDER

The Regional Administrator of the United States Environmental Protection Agency, Region 2, vested by authority delegated by the Administrator of the United States Environmental Protection Agency ("EPA") and having further re-delegated such authority to the Division of Enforcement and Compliance Assistance, Region 2, EPA, ratifies the foregoing Consent Agreement. The Agreement entered into by the parties is hereby approved, incorporated herein, and issued as an Order. The effective date of this Order shall be the date of filing with the Regional Hearing Clerk, United States Environmental Protection Agency, Region 2, New York, New York.

DATED:___________

_________________________________

Dore LaPosta, Director
Division of Enforcement and Compliance Assistance
U.S. Environmental Protection Agency, Region 2
290 Broadway
New York, New York 10007-1866

RESOLUTION NO. 233 - 2018

OF

AUGUST 13, 2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK SUPPORTING THE 2018 YOUTHBUILD GRANT APPLICATION OF BLACC VANILLA COMMUNITY FOUNDATION (BVCF), IN PARTNERSHIP WITH BEST RESOURCES, INC. AND RUPCO, TO THE NEW YORK STATE DEPARTMENT OF LABOR'S YOUTHBUILD PROGRAM, UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT FOR A PRE-APPRENTICESHIP PROGRAM WITH OCCUPATIONAL SKILLS TRAINING, LEADERSHIP DEVELOPMENT, AND POST-PROGRAM PLACEMENT OPPORTUNITIES

**WHEREAS,** the U.S. Department of Labor, through its Employment and Training Administration, under the YouthBuild program, provides funding to support project-based academic learning and occupational skills training to prepare disadvantaged youth for career placement; and

**WHEREAS,** Blacc Vanilla Community Foundation (BVCF) is a not for profit social enterprise organization in the City of Newburgh, New York, centering the youth and the underserved at the heart of its programming which is aimed at promoting self-improvement and economic self-sufficiency while building a sense of hope and self-worth; and

**WHEREAS,** the Blacc Vanilla Community Foundation (BVCF), in partnership with Best Resources, Inc., RUPCO, Choice Films, Umbra Studios, and Family and Community Engagement Services, Inc., intends to apply for grant funding under the YouthBuild Program to support the pre-apprenticeship program for youth between the ages of 16 and 24 who include high school dropouts, adjudicated youth, youth aging out of foster care, youth with disabilities, LGBTQ youth, and other disadvantaged youth; and

**WHEREAS,** the Blacc Vanilla Community Foundation (BVCF) proposes to train youth in occupational skills related to the coffee roasting and café business, construction, technology, and Below the Line job training for film production, including basic skills development, and apprenticeship aimed at opening career pathways, further education, internships, and continued training; and

**WHEREAS**, the City Council finds that supporting the youth of the City of Newburgh with educational and occupational training aimed at skills and career and leadership development is in the best interests of the City of Newburgh and the future of its youth;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Newburgh, New York fully supports the 2018 Youthbuild Application of Blacc Vanilla Community Foundation and its community partners to the U.S. Department of Labor, Employment and Training Administration, for a $1,000,000 grant to implement the pre-apprenticeship model programming for occupational skills training, education, leadership development, and post-program placement opportunities for the youth of the city.

33-18

August 8, 2018

Mayor Harvey and City Councilmembers
83 Broadway
Newburgh, NY 12550

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Dear Mayor Harvey and City Councilmembers Monteverde, Jacobson, Sofokles, Rayford, Mejia and Grice:

I am writing to request a Resolution of Support for Blacc Vanilla Community Foundation (BVCF) 2018 YouthBuild grant application. Blacc Vanilla Community Foundation is a not for profit social enterprise organization in the city of Newburgh, New York, centering the youth and the underserved at the heart of its programming which is aimed at promoting self-improvement and economic self-sufficiency while building a sense of hope and self-worth. In partnership with Best Resources, Inc. and RUPCO, Blacc Vanilla Community Foundation will submit a 2018 YouthBuild grant application to the New York State Department of Labor's YouthBuild Program, under the Workforce Innovation and Opportunity Act for a pre-apprenticeship program with occupational skills training, leadership development, and post-program placement opportunities.

YouthBuild is a community-based alternative education program for youth between the ages of 16 and 24 who are high school dropouts, adjudicated youth, LGBTQ youth, youth aging out of foster care, youth with disabilities, and other disconnected youth populations. The YouthBuild program simultaneously addresses multiple core issues important to youth in low-income communities: affordable housing, leadership development, education, and employment opportunities in in-demand industries and apprenticeship pathways. The YouthBuild model balances project-based academic learning and occupational skills training to prepare disadvantaged youth for career placement.

BVCF is requesting $1,000,000 to provide a pre-apprenticeship program model that encompasses education, occupational skills training, leadership development, and post-program placement opportunities to at-risk youth. The program will train youth in occupational skills related to the coffee roasting and café business, construction, technology, and Below the Line job training for film production, including basic skills development, and apprenticeship aimed at opening career pathways, further education, internships, industry certification, and continued training.

Thank you for your attention to this matter. If you have any questions or require additional information you can contact me at 845-598-6142.

Sincerely,

Melanie Collins
President, Board of Directors
Blacc Vanilla Community Foundation

RESOLUTION NO.: 234 - 2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BEST RESOURCE CENTER, INC. TO PROVIDE WORKFORCE DEVELOPMENT EMPLOYMENT OPPORTUNITIES FOR CITY YOUTH IN THE DEPARTMENT OF PUBLIC WORKS FOR THE SUMMER OF 2018

WHEREAS, Best Resource Center, Inc. has been awarded a County of Orange Workforce Development Grant to provide work opportunities for City of Newburgh youth ages 18 to 24; and

WHEREAS, the City of Newburgh has expressed an interest in accepting a maximum of 8 individuals for employment opportunities in the Department of Public Works; and

WHEREAS, this Council finds that entering into an agreement with Best Resource Center, Inc. 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 an agreement and other necessary documents with Best Resource Center in order to provide employment opportunities for City of Newburgh youth ages 18 to 24 in connection with a County of Orange Workforce Development Grant for the Summer of 2018.

34-18

LETTER OF AGREEMENT
BETWEEN
BEST RESOURCE CENTER, INC.
AND
CITY OF NEWBURGH
83 BROADWAY
NEWBURGH, NY 12550

Best Resource Center, Inc. and The City of Newburgh will combine their resources to provide summer employment opportunities for City of Newburgh youth aged 18 to 24 funded through an Orange County Workforce Development Grant. The program will begin on or about_____________, 2018 and will terminate, under the Grant, on or before ___________, 2018.

Best Resources will:

1. Provide up to eight (8) City of Newburgh residents between the ages of 18 and 24 capable of performing outside work;
2. Monitor the participants at the worksite;
3. Pay the compensation to the participants and maintain all earnings and taxes records as required; and
4. Maintain workers compensation coverage for the participants;

The City of Newburgh will:

1. Provide jobs for the participants; and
2. Maintain sign-in sheets or other attendance records for the participants

Best Resources and the City of Newburgh will:

1. Comply with the terms of the County of Orange Workforce Development grant;
2. Comply with all Federal and New York State laws, rules and regulations applicable to the Program described in this Agreement.
3. No participants shall be considered employees of the City of Newburgh for the purposes of the Program described in this Agreement.

| | |
|---|---|
| Vera Best | Michael G. Ciaravino |
| Best Resource Center, Inc. | City Manager |
| | Per Res. No. |

OLD BUSINESS

**Councilman Grice remarked he would like to revisit the idea of putting "No Smoking" signs in city parks, as part of the *Power Against Tobacco* campaign.**

**There was no other old business to come before the council.**

NEW BUSINESS

**Councilwoman Rayford wanted the council to consider a resolution restricting the agenda items from being so long. There were fifty (50) resolutions tonight, and there should be a limit. Perhaps the resolutions that deal with the selling of city property can be condensed into one resolution to save time. She understands that other municipalities do it in that manner. Rayford asked when budget talks would occur. She stated that the council needs the materials before them so that they can see what is going on.**

**Mr. Ciaravino stated that less agenda items may mean frequent meetings during the summer months. There may be an opportunity for consolidation; but, he spoke with Ms. Kelson about it a while ago. He believed that the law is specific, requiring the council to approve the conveyance of property on a one-by-one basis. He stated he would revisit the issue to see if she has changed her mind. He pointed out that Deirdre and Michelle were very eager to get the real estate items moving, which contributed to the volume on tonight's agenda. He hopes there will be an average number as we go back to the standard schedule in September.**

**He commented that as far as budget talks is concerned, he is going to narrow down the dates soon. He and the Comptroller want to format it in a way, in which conceptually all of the money is in front of us from the start. Anything that we want outside of that, we will have to ask ourselves whether it can be done without raising taxes. He discussed the capital planning and staffing needs of DPW. In trying to accommodate the needs of the department, are we going to have to draw from other departments; or is there an appetite for increasing taxes in order to pay for it? Our goal is not to have to raise taxes though. We know that the work needs to get done; but, we have to continue to refer back to the resources. Katie has worked very hard to pre-formulate spread sheets, so when some of these questions are asked she will be able to refer to the information quickly. Ciaravino remarked about the emergency at Lockwood Basin. No one planned for this to happen. As these things drop on our heads, certain accommodations have to be made. He stated that he will be staging the *City Manager's Proposed Budget* soon. The budget can be moved up if you wish, but the absolute latest timeframe would be by the last meeting in November.**

**Mayor Harvey stated that there are things that are time sensitive that need to be addressed, and there are things that we may be able to push onto the next meeting agenda. The business of the city is very significant; but, to have fifty (50) agenda items in**

**one evening can be quite belaboring, and it can become mentally counterproductive.**

**Councilwoman Sofokles stated that the whole point of the council discussing things at the work session is so that they do not have to question it again at the meeting. Perhaps things need to be discussed further during work sessions. Also she pointed out that we only have one meeting per month during the summer, which correlates to the volume of the agenda.**

**Councilman Grice stated that we should be giving preference to our vendors located in our City of Newburgh businesses first. He hopes that Mr. Garrison can speak about the traffic situation at Washington and Lake Street, as well as other tough traffic areas, in the future. Grice stated he spoke with Mr. Stanton about the possibility of bringing back a baseball team to the recreation department. He is looking forward to an update on it soon.**

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

FURTHER COMMENTS FROM THE COUNCIL

*Councilman Grice declined comment at this time.*

**Councilman Jacobson pointed out that he visited Orange County Community College. The college has a great nursing program, complete with a State-of-the-art nursing facility. In the midst of his visit he met a man who emigrated from Colombia. The man was here for ten years, and has since become a U.S. Citizen. The man's story gave Jacobson hope about the American Dream. The community college is so important, and this is why he believes that we have to expand Free-College Tuition to part-time students. Despite all of the stuff that you see on television, the American Dream is still very much alive.**

*Councilwoman Mejia declined comment at this time.*

**Councilwoman Rayford wanted to address the handicapped, as they are a group of individuals that usually get left out of the overall discussions. She hopes that we can find programs for them in our recreation department. She congratulated the Newburgh Zion Lions Basketball Team for coming in First Place in the national championship. This makes our Newburgh team the best in the nation. She thanked the coaches, team members, parents and the supporters for making it happen for Newburgh. She concluded her remarks by saying, "To God Be the Glory and God Bless You All."**

**Councilwoman Sofokles announced that the Second Annual *Omani and Tabby Day* will be held on Saturday, August 18, 2018, in memory of the two girls who were murdered on Halloween in 2016. The girls' birthdays would have been on August 14th and August 15th. Sofokles helped sponsor a barbecue for the event, which will be held from 3:00 P.M. until 8:00 P.M. She encouraged everyone to attend, because no child should ever go to a Halloween party and die. They were wonderful young women, and she knew them both.**

**Mayor Harvey commented that the girls' parents reached out to him about the event, so he will definitely be in attendance. He was asked to participate in the water dunking tank; but, he respectfully declined because there is a Latino Festival on the same day at the waterfront. He planned to participate in that event as well, because there is great**

**food, and his wife is Puerto Rican. He thanked everyone for coming out and letting their voices be heard. We live in a wonderful country, in which Democracy is first and foremost, and we never turn a deaf ear to what people have to say. Harvey stated that when you are sitting in this seat, as the Mayor, you hear all of the issues, concerns and challenges that people face day-to-day. He is extremely honored to be able to serve in this capacity. It is serious work, and he appreciates each and every person who works for this city. Lastly, he pointed out that he has officiated eight (8) weddings since he took office. It is a wonderful thing to see two people come together in Holy Matrimony.**

**This portion of the meeting was closed.**

ADJOURNMENT

**There being no further business to come before the council, the regular meeting adjourned at 10:35 P.M.**

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*ADDITIONAL ITEM / EXECUTIVE SESSION*

**Councilman Grice moved and Councilwoman Sofokles seconded that the council enter into executive session to discuss the matter concerning Dr. Chhabra.**

***The council unanimously agreed to enter into the executive session at 10:35 P.M.***

**Councilwoman Rayford asked her colleagues if they would have to return to the table to close out the executive session when they were finished.**

**The City Manager responded in the affirmative. But, if it pleased the council they could have the meeting at the present venue at City Hall. Subsequently the public was dismissed from the meeting hall, and the microphones were turned off to adhere to the confidentiality of the executive session.**

***The council unanimously agreed to exit out of the executive session at 11:05 P.M.***

**Respectfully Submitted,**

**KATRINA COTTEN**

**DEPUTY CITY CLERK**