CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
April 23, 2018
6:00 PM

Mayor/Alcaldesa

1. Prayer/Rezo
2. Pledge of Allegiance/Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

Communications/Communicaciones

4. Approval of the minutes of the meeting of April 9th 2018
   Aprobación del acta de la reunión del 9 de abril de 2018.
5. Resolution 94 - 2018
   Resolution to fill a vacancy in the Office of Mayor of the City of Newburgh.

   Una resolución para llenar una vacante en la Oficina de Alcalde de la Ciudad de Newburgh, NY

6. City Manager Update/ Gerente de la Ciudad pone al dia a la audiencia de los planes de cada departamento
7. The City Comptroller Katie Mack will present the Monthly Finance Report - March 2018
   La Contralora de la Ciudad, Katie Mack presentara el Reporte Financiero Mensual – marzo de 2018

Presentations/Presentaciones

8. Newburgh Enlarged School District Superintendent Dr. Padilla will be making a presentation regarding the School Districts' Budget
   El Dr. Padilla, Superintendente del Distrito Escolar de Newburgh hará una presentación sobre el presupuesto del Distrito Escolar.

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

Comments from the Council regarding the agenda/Comentarios del Consejo con respecto a la agenda

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

9. Resolution No. 95 - 2018 - Proposal with M.G. McLaren for Engineering Services Public Safety Building

   Resolution authorizing the City Manager to accept a proposal and execute an agreement with M.G. McLaren, P.C. for professional engineering services related to the reconstruction of the exterior egress stairs at the Public Safety Building at a cost of $14,875.00 (Jason Morris)

   Una resolución autorizando al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con M.G. McLaren, P.C. para servicios profesionales de ingeniería relacionados con la reconstrucción de las escaleras exteriores de la salida del Edificio de Seguridad Publica a un costo de $14,875.00 (Jason Morris)

10. Resolution No. 96 - 2018 - SAFER - Grant Update

    A Resolution Amending Resolution No. 92-2018 Of April 9, 2018 Authorizing The City Manager To Apply For A Department Of Homeland Security Under The Staffing For Adequate Fire And Emergency Response Program ("Safer") Grant In An Amount Not To Exceed $1,376,645.00
    To Provide Funding To Hire 9 Firefighters In The City Of Newburgh Fire Department With A 25% City Match In The First Two Grant Years And
    A 65% City Match In The Third Grant Year.

11. Resolution No. 97 - 2018 - Purchase of 48 Larter Avenue

    Resolution to authorize the conveyance of real property known as 48 Larter Avenue (Section 26, Block 2, Lot 18) at private sale to Vickiana DeMora for the amount of $40,000.00. (Deirdre Glenn)

    Una resolución para autorizar el traspaso de bienes raíces conocidas como la 48 de la Avenida Larter (Sección 26, Bloque 2, Lote 18) en una venta privada a Vickiana DeMora por la cantidad de $40,000.00 (Deirdre Glenn)

12. Resolution No. 98 - 2018 Purchase of 47 Lander Street

    Resolution to authorize the conveyance of real property known as 47 Lander Street (Section 30, Block 4, Lot 1) at private sale to Robert Fontaine for the amount of $42,000.00. (Deirdre Glenn)

    Una resolución para autorizar el traspaso de bienes raíces conocidas como la 47 de la Calle Lander (Sección 30, Bloque 4, Lote 1) en una venta privada a Robert Fontaine por la cantidad de $42,000.00. (Deirdre Glenn)

13. Resolution No. 99 - 2018 Extension of Time to Close Title on 233 First Street

    Resolution authorizing the extension of time to close title on the property located at 233 First Street (Section 29, Block 4, Lot 4) sold at private sale to George W. Reithoffer. (Michelle Kelson)

Una resolución autorizando la extensión de tiempo para cerrar en el título de la propiedad ubicada en la 233 de la Calle First (Sección 29, Bloque 4, Lote 4) vendido en una venta privada a George W. Reithoffer. (Michelle Kelson)

14. <u>Resolution No. 100 - 2018 Climate Smart Communities Pledge</u>

    Resolution of the City Council of the City of Newburgh adopting the New York State Climate Smart Communities Pledge. (Kathryn Mack)

    Una resolución del Consejo Municipal de la Ciudad de Newburgh adoptando un compromiso con el Estado de Nueva York sobre Comunidades Climáticamente Sabias. (Kathryn Mack)

15. <u>Resolution No. 101 - 2018 Satisfaction of Mortgage – 241 Powell Avenue</u>

    Resolution authorizing the City Manager to execute a satisfaction in connection with a mortgage issued to Paten Solomon, Jr. and Elsene Solomon for premises located at 241 Powell Avenue (Section 7, Block 7, Lot 4) (Michelle Kelson)

    Una resolución autorizando al Gerente de la Ciudad a ejecutar una satisfacción en conexión con una hipoteca emitida a Paten Solomon, Jr. Y Elsene Solomon por las instalaciones ubicadas en la 241 de la Avenida Powell (Sección 7, Bloque 7, Lote 4) (Michelle Kelson)

16. <u>Resolution No. 102 - 2018 Extension of Contract with the Newburgh Ministry to Operate an Emergency Shelter at 104 S. Lander Street</u>

    Resolution authorizing the City Manager to execute a one month extension to the agreement with the Newburgh Ministry, Inc. to continue a warming center at 104 South Lander Street through April 30, 2018. (Michelle Kelson)

    Una resolución Autorizando al Gerente de la Ciudad a ejecutar una extensión de un mes al acuerdo con "Newburgh Ministry, Inc." Para continuar un centro de calentamiento en la 104 de la Calle South Lander hasta el 30 de abril de 2018. (Michelle Kelson)

17. <u>Resolution No. 103 - 2018 Co-sponsor SBA workshops</u>

    Resolution authorizing the City Manager to enter into a Co-Sponsorship Agreement with the Small Business Administration for small business development workshops to be held in the City of Newburgh. (Deirdre Glenn)

    Una resolución autorizando al Gerente de la Ciudad a entrar en un contrato para co-auspiciar con la Administración de Negocios Pequeños para desarrollar talleres para que sean llevados a cabo en la Ciudad de Newburgh. (Deirdre Glenn)

18. Resolution No. 104 - 2018
A Resolution authorizing the City Manager to execute a payment of claim with Astor Services for Children and Family in the amount of $5,247.41

Una resolución autorizando al Gerente de la Ciudad a ejecutar un pago de reclamo con "Astor Services for Children and Family" por el monto de $5,247.41.

19. Resolution No. 105 - 2018
A Resolution to rename the Newburgh Illuminated Festival as the Mayor Judy Kennedy Newburgh Illuminated Festival. (Councilman Jacobson)

Una resolución autorizando el renombramiento del Festival "Newburgh Illuminated" a Festival "Mayor Judy Kennedy Newburgh Illuminated". (Concejal Jacobson)

20. Resolution No. 106- 2018
A Resolution to Fill a Vacancy in the Office of Council of the City of Newburgh.

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

Final Comments from the City Council/ Comentarios Finales del Ayuntamiento:

Adjournment/ Aplazamiento:

RESOLUTION NO. 94 - 2018

OF

APRIL 23, 2018

A RESOLUTION TO FILL A VACANCY IN THE OFFICE OF MAYOR OF THE CITY OF NEWBURGH

WHEREAS, the tragic and untimely death of Mayor Judith L. Kennedy has created a vacancy in the office of Mayor; and

WHEREAS, Section C3.22(A) of the City Charter states that "[a]ny vacancy in elective office occurring from any cause other than expiration of term shall be temporarily filled by appointment of Council"; and

WHEREAS, this Council finds that it is in the best interests of the City of Newburgh to appoint Torrance Harvey to the office of Mayor of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newburgh that Torrance Harvey is hereby appointed to the office of Mayor of the City of Newburgh until the first day of January next following the next general election.

RESOLUTION NO.: ___95___ - 2018

OF

APRIL 23, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
M.G. MCLAREN, P.C. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO
THE RECONSTRUCTION OF THE EXTERIOR EGRESS STAIRS
AT THE PUBLIC SAFETY BUILDING AT A COST OF $15,375.00

WHEREAS, the City of Newburgh wishes to accept a proposal and execute an agreement with M.G. McLaren, P.C. for professional design and engineering services for the reconstruction of the exterior egress stairs at the north end of the Public Safety Building; and

WHEREAS, the services will include a site visit and evaluation, preparation of construction drawings and technical specifications, and construction administration services; and

WHEREAS, the cost for these services will be $14,875.00 plus an additional $500.00 for reimbursable expenses including but not limited to printing, courier, and travel costs not to exceed a total cost of $15,375.00 for which funding shall be derived from H1.3399.0208.8101.2013 - Construction & Major alterations.2013 BAN; 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 M.G. McLaren, P.C. for professional design and engineering services for the reconstruction of the exterior egress stairs at the north end of the Public Safety Building at a cost not to exceed $15,375.00.

M. G. McLAREN, P.C.
100 Snake Hill Road
West Nyack, NY 10994
Phone (845) 353-6400
Fax (845) 353-6509

LIMITED PROFESSIONAL SERVICES STANDARD AGREEMENT

Client:	City of Newburgh	**Phone:**	(845) 569-7448
	83 Broadway	**Email:**	jmorris@cityofnewburgh-ny.gov
	Newburgh, NY 12550	**Project No:**	141223 – Phase 3 (Rev. 01)
Attn:	Jason Morris, P.E.	**Date:**	March 30, 2018

Project Name: Newburgh Public Safety Building – Exterior Stair Reconstruction

Project Location: Newburgh, NY

Scope of Services: McLaren Engineering Group (McLaren) is submitting this proposal to provide structural engineering services at the Newburgh Public Safety Building. It is McLaren's understanding that the City of Newburgh would like to reconstruct the exterior egress stairs at the north end of the police station. From observations made during an initial site walkthrough, the exterior stair framing has undergone severe deterioration and the landing has been shored with timber members. The stairs are currently not in use by the public. Work at the above reference project shall include the following:

Task 1: Construction Documents
McLaren will make one (1) site visit to confirm condition of existing framing. We anticipate the existing landing and steel framing will require to be demolished and replaced with a new steel framed landing protected from the elements. Additionally, we anticipate repairs will be required at the adjacent concrete stairwell. McLaren will prepare construction drawings and technical specifications to clarify all aspects of the scope explained above. It is assumed the existing stair walls will be reused with only minor repairs to the brick.

Task 2: Construction Administration
McLaren will provide construction administration services during the construction phase of reconstruction work. Our scope of work for this phase is limited to review of shop drawings, responding to Requests for Information (RFI's), and submittals relating to the reconstruction of the exterior egress stairs. Additionally, we will include one (1) site visit during construction.

Information Required: It shall be incumbent upon the City of Newburgh to provide us with the following: (1) Building access, (2) Existing building drawings of the exterior north stairs, (3) Determination of building's landmark status, (4) Property survey to determine City of Newburgh property lines.

Exclusions: (1) Survey or removal of the project site for hazardous materials, testing, permits, or removal costs of any hazardous materials, including asbestos, (2) Attendance at public meetings that may be required, (3) Permitting, (4) Additional site visits/meetings requested by the City of Newburgh, (5) Changes or revisions beyond our control, such as changes or supplemental work as may be required by regulatory review agencies beyond that allowed by ordinance or regulations, or changes in basic project concept after design work has commenced, (6) Bid support, (7) City of Newburgh front end contractual specifications.

Compensation (exclusive of reimbursable expenses):

Task 1 – Construction Documents (Lump Sum)	$ 11,900
Task 2 – Construction Administration (Lump Sum)	$ 2,975
Total Fee	**$ 14,875**

Hourly Rates:

Productive Principal	$250/hr	Sr. Technical Designer II	$140/hr	Sr. CAD Operator	$130/hr
Sr. Associate/Assoc. Principal	$245/hr	Sr. Technical Designer I	$125/hr	CAD Operator	$110/hr
Associate	$215/hr	Technical Designer	$100/hr	Jr. CAD Operator	$ 75/hr
Principal Land Surveyor	$175/hr	Staff Engineer II/III	$125/hr	Sr. Technician	$120/hr
Senior Engineer III/IV	$180/hr	Staff Engineer I	$115/hr	Jr. Technician	$ 90/hr
Senior Engineer I/II	$150/hr	Junior Engineer	$100/hr	Intern	$ 58/hr
Technical Design Mgr.	$175/hr	Chief CAD Operator	$150/hr	Technical Typist	$ 85/hr

Reimbursable Expenses: Reimbursable expenses are reimbursed at 1.0 times our cost. They are in addition to the fee arrangement and will include, but not be limited to all printing, courier, and travel costs related to the project.

Offered by M.G. McLaren, P.C.
d/b/a McLaren Engineering Group

Printed Name: Thomas W. Broderick, P.E., LEED AP
Title: Division Chief Structures
Date: March 30, 2018

Accepted by: City of Newburgh
By:

Printed Name:
Title:
Date:

The terms and conditions attached are part of this Agreement.

GENERAL TERMS AND CONDITIONS

This proposal is subject to the terms and conditions below and shall remain valid only until April 30, 2018 unless it is accepted as a contract. Hourly rates defined on the reverse side of this proposal are subject to annual revision January 1st. The following General Terms and Conditions are applicable to Agreements between M.G. McLaren, P.C. d/b/a McLaren Engineering Group (McLaren) and the Owner, when attached to and made part of such Agreement or Proposals by reference.

1. **PAYMENT TERMS.** Owner agrees to pay McLaren's invoice, terms net thirty (30) days. Past due balances are subject to interest of 1.0 percent per month, or the maximum permitted by state law. McLaren, after giving seven (7) days written notice, may suspend services under the Agreement until all past due accounts, including applicable interest, have been paid.

2. **TERMINATION.** Either party may terminate this Agreement without cause upon ten (10)-calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, McLaren shall be paid for services performed to the termination notice date, plus reasonable termination expenses and a termination fee of 10% of the total fee under this Agreement. This Agreement will terminate upon the insolvency of Owner.

3. **STANDARD OF CARE.** McLaren will exercise due and reasonable care in performing its services under this Agreement. No other warranty, express or implied, is made.

4. **INSURANCE.** McLaren represents that it now has in full effect and will maintain the following insurances for the duration of the project. McLaren will furnish to the Owner certificates of insurance upon request. Premiums for insurance coverage in excess of the following when requested by Owner will be invoiced to and paid by Owner.

   Professional Liability Insurance (Errors & Omissions), with a limit of $2,000,000 for each claim and $2,000,000 in the aggregate.
   Comprehensive General Liability - $1,000,000 per occurrence, $2,000,000 Aggregate Bodily Injury and Property Damage; Blanket Contractual All Operations Completed Operations; $1,000,000 Personal Injury A.B.C., plus $5,000,000 Excess Liability Umbrella; Worker's Compensation/Coverage A - Statutory/Coverage B - $1,000,000.

5. **SITE OPERATIONS.** Owner will arrange for right-of-entry to the property for the purpose of performing project management, studies, tests and evaluations pursuant to the agreed services. McLaren will take reasonable precautions to minimize damage to the property caused by its operations. Unless otherwise stated in McLaren's proposal, the Contract Sum does not include cost of restoration due to any related damage, which may result. If Owner requests McLaren to repair such damage, it will be done at an appropriate additional cost to be paid by Owner.

6. **UNFORESEEN CONDITIONS OR OCCURRENCES.** It is possible that unforeseen conditions or occurrences may be encountered at the site, which could substantially alter the necessary services, or the risks involved in completing McLaren's services. If this occurs, McLaren will promptly notify and consult with Owner, but will act based on McLaren's sole judgment where risk to McLaren's personnel is involved. Possible actions could include:

   a. Complete the original Scope of Services in accordance with the procedures originally intended in this Agreement, if practicable in McLaren's judgment;
   b. Agree with Owner to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;
   c. Terminate the services effective on the date specified by McLaren in writing.

7. **DOCUMENTS.** All documents including paper documents and electronic files generated by McLaren under this Agreement shall remain the sole property of McLaren. Any unauthorized use or distribution of McLaren's work shall be at Owner's sole risk and without liability to McLaren.

8. **CONFIDENTIALITY.** McLaren will maintain as confidential any documents or information provided by Owner and will not release, distribute or publish same to any third party (other than subcontractors), without prior consent of Owner. This provision shall not apply to information in whatever form that comes into the public domain through no fault of McLaren, nor shall they be interpreted to in any way restrict McLaren from complying with a legally enforceable order to provide information or data.

9. **ASSIGNMENT.** This Agreement may not be assigned by Owner without the prior written permission of McLaren.

10. **LIMIT OF LIABILITY.** The Owner shall indemnify and hold harmless McLaren and all of its employees from any damage, liability or cost (including reasonable attorney's fees and cost of defense) arising from such performance for the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act of omission, and/or strict liability of the Owner, anyone directly or indirectly employed by the Owner (except McLaren) or anyone for whose acts any of them may be liable. The Owner agrees to limit McLaren's liability and his or her consultants to the Owner and to all Construction Contractors and Subcontractors on the project, due to McLaren's negligent acts, errors, or omissions, such that the total aggregate liability of McLaren to all those named shall not exceed McLaren's total fee for services rendered on this project, including legal fees, or McLaren's total fee for services rendered on this project, whichever is greater. In the event the Owner consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by McLaren, the Owner recognizes that such changes and the results thereof are not the responsibility of McLaren. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or McLaren. The Owner shall make no claim for professional negligence, either directly or in a third party claim, against McLaren unless the Owner has first provided McLaren with a written certification executed by an independent design professional. The Owner shall promptly report to McLaren any defects or suspected defects in McLaren's work or services of which the Owner becomes aware, so that McLaren may take measures to minimize the consequences of such a defect. Payments to McLaren shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Owner of offsetting reimbursement or credit from other parties causing Additional Services or expenses. No withholdings, deductions or offsets shall be made from McLaren's compensation for any reason unless McLaren has been found to be legally liable for such amounts.

11. **MEANS AND METHODS / SITE SAFETY** – McLaren shall not have control over, be in charge of or be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction of the work.

M. G. McLAREN, P.C.
100 Snake Hill Road
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Phone (845) 353-6400
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Offered by M.G. McLaren, P.C.
d/b/a McLaren Engineering Group

Printed Name: Thomas W. Broderick, P.E., LEED AP
Title: Division Chief Structures
Date: March 30, 2018

Accepted by: City of Newburgh
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4. **INSURANCE**. McLaren represents that it now has in full effect and will maintain the following insurances for the duration of the project. McLaren will furnish to the Owner certificates of insurance upon request. Premiums for insurance coverage in excess of the following when requested by Owner will be invoiced to and paid by Owner.

   Professional Liability Insurance (Errors & Omissions), with a limit of $2,000,000 for each claim and $2,000,000 in the aggregate. Comprehensive General Liability - $1,000,000 per occurrence, $2,000,000 Aggregate Bodily Injury and Property Damage; Blanket Contractual All Operations Completed Operations; $1,000,000 Personal Injury A.B.C., plus $5,000,000 Excess Liability Umbrella; Worker's Compensation/Coverage A - Statutory/Coverage B - $1,000,000.

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6. **UNFORESEEN CONDITIONS OR OCCURRENCES.** It is possible that unforeseen conditions or occurrences may be encountered at the site, which could substantially alter the necessary services, or the risks involved in completing McLaren's services. If this occurs, McLaren will promptly notify and consult with Owner, but will act based on McLaren's sole judgment where risk to McLaren's personnel is involved. Possible actions could include:

   a. Complete the original Scope of Services in accordance with the procedures originally intended in this Agreement, if practicable in McLaren's judgment;
   b. Agree with Owner to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;
   c. Terminate the services effective on the date specified by McLaren in writing.

7. **DOCUMENTS.** All documents including paper documents and electronic files generated by McLaren under this Agreement shall remain the sole property of McLaren. Any unauthorized use or distribution of McLaren's work shall be at Owner's sole risk and without liability to McLaren.

8. **CONFIDENTIALITY.** McLaren will maintain as confidential any documents or information provided by Owner and will not release, distribute or publish same to any third party (other than subcontractors), without prior consent of Owner. This provision shall not apply to information in whatever form that comes into the public domain through no fault of McLaren, nor shall they be interpreted to in any way restrict McLaren from complying with a legally enforceable order to provide information or data.

9. **ASSIGNMENT.** This Agreement may not be assigned by Owner without the prior written permission of McLaren.

10. **LIMIT OF LIABILITY.** The Owner shall indemnify and hold harmless McLaren and all of its employees from any damage, liability or cost (including reasonable attorney's fees and cost of defense) arising from such performance for the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act of omission, and/or strict liability of the Owner, anyone directly or indirectly employed by the Owner (except McLaren) or anyone for whose acts any of them may be liable. The Owner agrees to limit McLaren's liability and his or her consultants to the Owner and to all Construction Contractors and Subcontractors on the project, due to McLaren's negligent acts, errors, or omissions, such that the total aggregate liability of McLaren to all those named shall not exceed McLaren's total fee for services rendered on this project, including legal fees, or McLaren's total fee for services rendered on this project, whichever is greater. In the event the Owner consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by McLaren, the Owner recognizes that such changes and the results thereof are not the responsibility of McLaren. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or McLaren. The Owner shall make no claim for professional negligence, either directly or in a third party claim, against McLaren unless the Owner has first provided McLaren with a written certification executed by an independent design professional. The Owner shall promptly report to McLaren any defects or suspected defects in McLaren's work or services of which the Owner becomes aware, so that McLaren may take measures to minimize the consequences of such a defect. Payments to McLaren shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Owner of offsetting reimbursement or credit from other parties causing Additional Services or expenses. No withholdings, deductions or offsets shall be made from McLaren's compensation for any reason unless McLaren has been found to be legally liable for such amounts.

11. **MEANS AND METHODS / SITE SAFETY** – McLaren shall not have control over, be in charge of or be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction of the work.

RESOLUTION NO.: 96 - 2018

OF

APRIL 23, 2018

A RESOLUTION AMENDING RESOLUTION NO. 92-2018 OF APRIL 9, 2018
AUTHORIZING THE CITY MANAGER TO APPLY FOR A
DEPARTMENT OF HOMELAND SECURITY UNDER THE STAFFING FOR ADEQUATE
FIRE AND EMERGENCY RESPONSE PROGRAM ("SAFER") GRANT IN AN AMOUNT
NOT TO EXCEED $1,376,645.00
TO PROVIDE FUNDING TO HIRE 9 FIREFIGHTERS
IN THE CITY OF NEWBURGH FIRE DEPARTMENT
WITH A 25% CITY MATCH IN THE FIRST TWO GRANT YEARS AND
A 65% CITY MATCH IN THE THIRD GRANT YEAR

WHEREAS, by Resolution No. 92-2018 of April 9, 2018, the Council of the City of Newburgh, New York authorized the City Manager to apply for a grant from the Department of Homeland Security under the Staffing for Adequate Fire and Emergency Response ("SAFER") Program for FY2017; and

WHEREAS, the Fire Department has proposed an application for said grant in an amount not to exceed $1,376,645.00 and such funding will be used to hire 9 firefighters in the City of Newburgh Fire Department for three years; and

WHEREAS, said grant requires a City match of 25% in the first two grant years and a City match of 65% in the third grant year and to maintain the number of firefighters at that time of the award along with the number of firefighters funded by the grant award; and

WHEREAS, said grant, if awarded, will support the well-being and safety of our community and enhance community protection from fire; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute such documents and to take any necessary and appropriate actions to apply for a grant in an amount not to exceed $1,376,645.00 from the Department of Homeland Security under the Staffing for Adequate Fire and Emergency Response ("SAFER") Program to provide funding to hire 9 firefighters in the City of Newburgh Fire Department with a City match of 25% in the first two grant years and a City match of 65% in the third grant year.

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh to take necessary and required steps to adopt annual budgets which sufficiently fund the City's grant match and staffing obligations during the grant term.

I, Lorene Vitek, City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held April 23, 2018 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 24 day of April 20 18

City Clerk

RESOLUTION NO.: 97 - 2018

OF

APRIL 23, 2018

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 48 LARTER AVENUE (SECTION 26, BLOCK 2, LOT 18) AT PRIVATE SALE TO VICKIANA DEMORA FOR THE AMOUNT OF $40,000.00

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 48 Larter Avenue, being more accurately described as Section 26, Block 2, Lot 18 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 July 27, 2018, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
48 Larter Avenue	26 – 2 – 18	Vickiana DeMora	$40,000.00

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

Terms and Conditions Sale
48 Larter Avenue, City of Newburgh (26-2-18)

STANDARD TERMS:

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

7. Notice is hereby given that the property is vacant and unoccupied. The parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
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 successful 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 July 27, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
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, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**

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 and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
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 auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 98 - 2018

OF

APRIL 23, 2018

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 47 LANDER STREET (SECTION 30, BLOCK 4, LOT 1) AT PRIVATE SALE TO ROBERT FONTAINE FOR THE AMOUNT OF $42,000.00

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 47 Lander Street, being more accurately described as Section 30, Block 4, Lot 1, 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 July 27, 2018, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
47 Lander Street	30 – 4 – 1	Robert Fontaine	$42,000.00

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

Terms and Conditions Sale
47 Lander Street, City of Newburgh (30-4-1)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2017-2018, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2017-2018, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE**. **The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration**.
6. 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. Notice is hereby given that the property is vacant and unoccupied. The parcels are being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
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 successful 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 July 27, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall <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 has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
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, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
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 and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.

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 auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO. __99__ - 2018

OF

APRIL 23, 2018

A RESOLUTION AUTHORIZING THE EXTENSION OF TIME TO CLOSE TITLE ON THE PROPERTY LOCATED AT 233 FIRST STREET (SECTION 29, BLOCK 4, LOT 4) SOLD AT PRIVATE SALE TO GEORGE W. REITHOFFER

WHEREAS, by Resolution No.: 67-2017 of March 13, 2017, the Council of the City of Newburgh, New York, authorized the sale of 233 First Street (Section 29, Block 4, Lot 4) to George W. Reithoffer; and

WHEREAS, the purchaser could not secure a standard form policy of title insurance due to a defect in the chain of title, and thus could not close on or before June 12, 2017 in accordance with Resolution No.: 67-2017; and

WHEREAS, the resolution of outstanding title issues took longer than expected but is now complete and the purchaser still desires to close title; and

WHEREAS, this Council has determined that granting the additional requested extension 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 an extension of time to close title for the property located at 233 First Street is hereby authorized until June 30, 2018.

RESOLUTION NO.: ___100___ - 2018

OF

APRIL 23, 2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH ADOPTING THE NEW YORK STATE CLIMATE SMART COMMUNITIES PLEDGE

WHEREAS, the City of Newburgh (hereinafter "local government") believes that climate change poses a real and increasing threat to our local and global environments and is primarily due to the burning of fossil fuels; and

WHEREAS, the effects of climate change will endanger our infrastructure, economy and livelihoods; harm our farms, orchards, and ecological communities, including native fish and wildlife populations; spread invasive species and exotic diseases; reduce drinking water supplies and recreational opportunities; and pose health threats to our citizens; and

WHEREAS, we believe that our response to climate change provides us with an unprecedented opportunity to save money, and to build livable, energy-independent and secure communities, vibrant innovation economies, healthy and safe schools, and resilient infrastructures; and

WHEREAS, we believe the scale of greenhouse gas (GHG) emissions reductions required for climate stabilization will require sustained and substantial efforts; and

WHEREAS, we believe that even if emissions were dramatically reduced today, communities would still be required to adapt to the effects of climate change for decades to come;

NOW, THEREFORE, BE IT RESOLVED by the City Council that the City of Newburgh in order to reduce greenhouse gas emissions and adapt to a changing climate, adopts the New York State Climate Smart Communities Pledge, which comprises the following ten elements:

1. Pledge to be a Climate Smart Community.
2. Set goals, inventory emissions, plan for climate action.
3. Decrease community energy use.
4. Increase community use of renewable energy.
5. Realize benefits of recycling and other climate-smart solid waste management practices.
6. Reduce greenhouse gas emissions through use of climate-smart land-use tools.
7. Enhance community resilience and prepare for the effects of climate change.
8. Support development of a green innovation economy.
9. Inform and inspire the public.
10. Commit to an evolving process of climate action.

WHEREAS, the City of Newburgh (hereinafter "local government") believes that climate change poses a real and increasing threat to our local and global environments and is primarily due to the burning of fossil fuels; and

WHEREAS, the effects of climate change will endanger our infrastructure, economy and livelihoods; harm our farms, orchards, and ecological communities, including native fish and wildlife populations; spread invasive species and exotic diseases; reduce drinking water supplies and recreational opportunities; and pose health threats to our citizens; and

WHEREAS, we believe that our response to climate change provides us with an unprecedented opportunity to save money, and to build livable, energy-independent and secure communities, vibrant innovation economies, healthy and safe schools, and resilient infrastructures; and

WHEREAS, we believe the scale of greenhouse gas (GHG) emissions reductions required for climate stabilization will require sustained and substantial efforts; and

WHEREAS, we believe that even if emissions were dramatically reduced today, communities would still be required to adapt to the effects of climate change for decades to come,

IT IS HEREBY RESOLVED that the City of Newburgh in order to reduce greenhouse gas emissions and adapt to a changing climate, adopts the New York State Climate Smart Communities Pledge, which comprises the following ten elements:

1. Pledge to be a Climate Smart Community.
2. Set goals, inventory emissions, plan for climate action.
3. Decrease community energy use.
4. Increase community use of renewable energy.
5. Realize benefits of recycling and other climate-smart solid waste management practices.
6. Reduce greenhouse gas emissions through use of climate-smart land-use tools.
7. Enhance community resilience and prepare for the effects of climate change.
8. Support development of a green innovation economy.
9. Inform and inspire the public.
10. Commit to an evolving process of climate action.

Climate Smart Communities Program

Grants and Support for Local Governments

Dazzle Ekblad
DEC Office of Climate Change
April 27, 2017

NEW YORK STATE OF OPPORTUNITY | Climate Smart Communities

Support for Local Climate Action

One of the few programs where local gov'ts can find:

- Free technical support on energy and climate issues
- Tools, guides, webinars, case studies, networking with peers

Assistance for each community to define their best strategies for:

- Reducing emissions, cutting costs of energy use
- Building resiliency in the face of climate change
- Transitioning to a green economy

NEW YORK STATE OF OPPORTUNITY | Department of Environmental Conservation

Registered vs. Certified Climate Smart Community

- **Registered** = making a commitment
  - Local gov't passes a formal municipal resolution adopting the 10-point CSC Pledge
- **Certified** = leaders who've made concrete progress
  - Accumulate points through documented actions to achieve Certified, Bronze, Silver or Gold levels
  - 1-10 points per action, 130+ total possible actions
  - Range of action types: planning, policies, outreach, implementation, etc.

City of Kingston

NEW YORK STATE OF OPPORTUNITY. | Climate Smart Communities

NEW YORK STATE OF OPPORTUNITY | Department of Environmental Conservation

Climate Smart Communities Grants

Who is eligible to apply?

- **Local governments**:
  - ➢ Counties, cities, towns, villages in NYS

What kinds of projects are eligible?

- **Climate change projects** that:
  - ➢ Reduce GHGs from *non-power* sources (mitigation)
  - ➢ Build local resiliency to climate change (adaptation)

Climate Smart Communities Grants

What kinds of projects are eligible? (cont.)

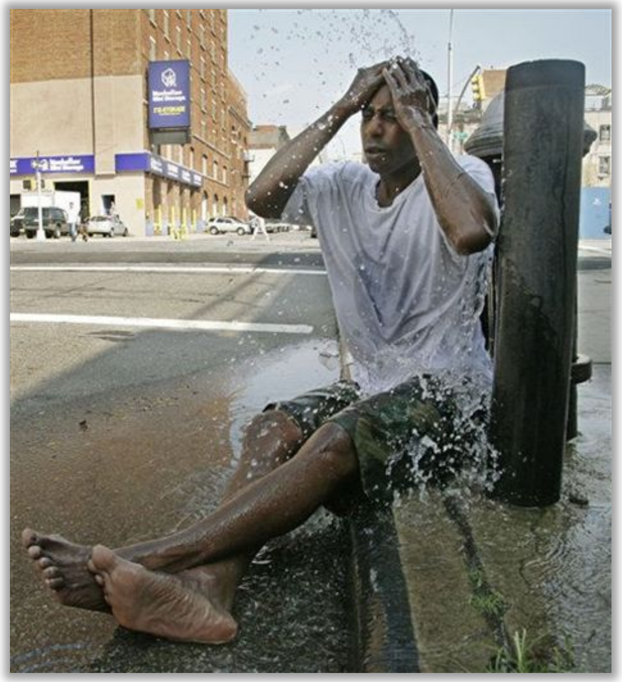
- 1st category: **Large grants** (up to $2M) for **implementation**
- Construction projects that e.g.,:

➢ Reduce GHGs from **food waste** & from **transportation** by reducing VMT

➢ Reduce **flood risk** by relocating vulnerable facilities & preparing for extreme weather

Climate Smart Communities Grants

What kinds of projects are eligible? *(cont.)*



- 2nd category**: Small grants** (up to $100k) for actions from the **CSC Certification Program** that focus on, e.g.,:
- Land-use, waste & transportation **planning**
- Vulnerability assessments & **climate adaptation strategies**

Climate Smart Communities Grants

What is the match?

- Required local **match is 50%** of eligible project costs
- Eligible costs include: travel & equipment
  - ➢ Salaries & fringe benefits
  - ➢ Contractual services
- **Match w/ in-kind municipal staff salaries**
- No state or federal funds as match

Climate Smart Communities Grants

When are applications due?

- Applications deadline probably end of July 2017 - exact date TBD
- Read the **Request for Applications** (RFA) for complete info when released, probably in May

How do I apply?

- Apply online through the **Consolidated Funding Application** (CFA) at https://apps.cio.ny.gov/apps/cfa/index.cfm

Thank You!

- Dazzle Ekblad
- Office of Climate Change
- NYS Department of Environmental Conservation
- 625 Broadway
  Albany NY 12233-1030
- climatechange@dec.ny.gov
- 518-402-8448

More info on CSC funding programs available at http://www.dec.ny.gov/energy/10981.html

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RESOLUTION NO.: ____101____ - 2018

OF

APRIL 23, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SATISFACTION IN CONNECTION WITH A MORTGAGE ISSUED TO PATEN SOLOMON, JR. AND ELSENE SOLOMON FOR PREMISES LOCATED AT 241 POWELL AVENUE (SECTION 7, BLOCK 7, LOT 4)

WHEREAS, the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency issued a mortgage to Paten Solomon, Jr. and Elsene Solomon in the principal sum of $5,000.00 for premises located at 241 Powell Avenue (Section 7, Block 7, Lot 4), dated June 28, 1988, and recorded in the Orange County Clerk's Office on July 18, 1988, in Liber 3121 of Deeds at Page 119; and

WHEREAS, the mortgage qualifies as an ancient mortgage of more than 20 years that has not been discharged of record and from lapse of time is presumed to be paid; 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 Paten Solomon, Jr. and Elsene Solomon for premises located at 241 Powell Avenue (Section 7, Block 7, Lot 4).

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 deemed paid, and does hereby consent that the same be discharged of record:

MORTGAGE bearing the date of June 28, 1988, made by Paten Solomon, Jr. and Elsene Solomon 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 18, 1988, in Liber 3121 of Deeds at Page 119; and

which mortgage has not been further assigned of record.

Dated: April ______, 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 April, 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:

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE
(This Page is Part of the Instrument)

SECTION 7 BLOCK 7 LOT 24

PRINT OR TYPE: BLACK INK ONLY

Paten Solomon, Jr. and Elsene Solomon
Mortgagor,
TO
NEWBURGH COMMUNITY DEVELOPMENT AGENCY,
Mortgagee.

RECORD AND RETURN TO:
(Name and Address)

Community Development
83 Broadway, City Hall
Newburgh, NY 12550

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH RECORDED INSTRUMENT ONLY.

DO NOT WRITE BELOW THIS LINE

CONTROL NO. 008550 DATE 6-28-88 AFFIDAVIT FILED ______ 19 ____

INSTRUMENT TYPE: DEED ____ MORTGAGE ✓ SATISFACTION ____ ASSIGNMENT ____ OTHER ____

CF 3976

BG20	Blooming Grove	
CH22	Chester	
CO24	Cornwall	
CR26	Crawford	
DP28	Deerpark	
GO30	Goshen	
GR32	Greenville	
HA34	Hamptonburgh	
HI36	Highland	
MK38	Minisink	
ME40	Monroe	
MY42	Montgomery	
MH44	Mount Hope	
NT46	Newburgh (T)	
NW48	New Windsor	
TU50	Tuxedo	
WL52	Wallkill	
WK54	Warwick	
WA56	Wawayanda	
WO58	Woodbury	
MN09	Middletown	
NC11	Newburgh	✓
PJ13	Port Jervis	
9999	Hold	

SERIAL NO. CF 3976

Mortgage Amount $ 5,000

CHECK ✓ CASH ____ CHARGE ____

Exempt Yes ____ No ✓

3-6 Cooking Units Yes ____ No ✓

MORTGAGE TAX $ Tax Exempt

TRANSFER TAX $ ____

Received Tax on above Mortgage

Basic $ ____

MTA $ ____

Spec. Add. $ ____

TOTAL $ Tax Exempt

MARION S. MURPHY
Orange County Clerk

RECORD. FEE $ 12—

REPORT FORMS $ ____

CERT. COPIES $ ____

City Newburgh

by: ____

ORANGE COUNTY CLERK'S OFFICE S.S.
Recorded on the 18th day of July 1988 at 9:04 O'Clock A M. in Liber/Film 3121 Mtg at page 119 and examined.

Marion S. Murphy
County Clerk

RECEIVED
$ ____
REAL ESTATE
TRANSFER TAX
ORANGE COUNTY

LIBER 3121 PAGE 119

M 86—Statutory Form MN.
Bond and Mortgage, with additional clauses.
Individual or Corporation.

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS

THIS BOND AND MORTGAGE, made the 28th day of June , nineteen hundred and eighty-eight

BETWEEN PATEN SOLOMON, JR. and ELSENE SOLOMON, his wife, both residing at 241 Powell Avenue, City of Newburgh, County of Orange and State of New York,

herein referred to as the mortgagor,

and the NEWBURGH COMMUNITY DEVELOPMENT AGENCY, a public body corporate established under the laws of the State of New York, having its principal office at 83 Broadway, City of Newburgh, County of Orange and 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 & 00/100----------------------------($ 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 pay interest on the unpaid amount of this instrument from the date hereof, at the rate of 6% per annum, until paid. Both the principal and interest on this instrument are payable on the 1st day of each month in 60 monthly installments, commencing with a payment of $96.67 on August 1, 1988, and $96.67 on the 1st day of each month for the remaining 59 months, ending on August 1, 1993, in lawful money of the United States, at the principal office of NCDA, 83 Broadway, City Hall, Newburgh, NY,

to secure the payment of which the mortgagor hereby mortgages to the mortgagee ALL

THAT certain plot, piece or parcel of land, together with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange and State of New York, being more particularly bounded and described as follows:

BEGINNING at a stone monument at the intersection formed by the Westerly side of Powell Avenue with the Northeasterly side of Gidney Avenue and running thence;

1. N59° 49' 30" West along the Northeasterly side of Gidney Avenue, a distance of 83.46 feet to a stone monument, thence;
2. S84° 06' 40" West, along the Northwesterly side of Gidney Avenue, a distance of 19.04 feet to lands now or formerly of Walker, thence;
3. Along the same, N 04° 00' 00 East a distance of 30.08 feet to lands now or formerly of Littlejohn, thence;
4. Along the same, S84° 00' 10: East a distance of 96.14 feet to a point on the Westerly side of Powell Avenue, thence;
5. Along the same, S06° 16' 40" West a distance of 60.33 feet to the point or place of beginning.

7-7-24

Said premises being known as 241 Powell Avenue.

BEING the same premises described in deed dated May 1, 1931 made by David Copans and Roselyn Lee Copans, his wife, to Frank J. Stewart and Josephine Stewart, his wife, recorded May 4, 1931 in Liber 717 of Deeds at Page 392, Orange County Clerk's Office.
Said Frank J. Stewart died the 14th day of January, 1962, a resident of the City of Newburgh, New York, survived by his wife, Josephine Stewart, who, thereafter became deceased February 15, 1972, leaving a Last Will and Testament whereunder she bequeathed instant grantors, William E. Stewart and Gladys R. Stewart, naming them as executors, and letters testamentary having issued to said William E. Stewart and Gladys R. Stewart by the Orange County Surrogate's Court on February 29, 1972.
BEING the same premises described in Deed dated March 7, 1974 from William E. and Gladys R. Stewart, individually and as executors under the Last Will and Testament of Josephine Stewart to Paten Solomon, Jr.

and Elsene Solomon, and recorded in the Orange County Clerk's Office on March 8, 1974 in Liber 1971 of Deeds at page 923.

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 instalment 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.

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.

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:

Paten Solomon, Jr. (L. S

Paten Solomon, Jr.

Elsene Solomon (L. S

Elsene Solomon

STATE OF NEW YORK
COUNTY OF ORANGE } ss.:

On the 28th day of June 19 88, before me came
PATEN SOLOMON, JR. AND ELSENE SOLOMON
to me known to be the individual S described in, and who executed the foregoing instrument, and acknowledged that they executed the same.

Cecelia Jarvis
CECELIA JARVIS
NOTARY PUBLIC STATE OF NY
RESIDENCE ON APT ORANGE CO.
COMMISSION EXPIRES 7-31-88

STATE OF NEW YORK
COUNTY OF } ss.:

On the day of 19 , before me came
to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

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.

No.

PATEN SOLOMON, JR. and
ELSENE SOLOMON,

TO

NEWBURGH COMMUNITY DEVELOPMENT
AGENCY.

Bond and Mortgage

Dated, June 28, 19 88

Amount, $ 5,000.00

Due, , 19

Int. Payable

The land affected by the within instrument lies in the City of Newburgh, Orange County~~, NY~~

Record and return to

COMMUNITY DEVELOPMENT
83 Broadway, City Hall
Newburgh, NY 12550
(914) 565-3691

RESOLUTION NO.: _102_ - 2018

OF

APRIL 23, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A ONE MONTH EXTENSION TO THE AGREEMENT WITH THE NEWBURGH MINISTRY, INC. TO CONTINUE A WARMING CENTER AT 104 SOUTH LANDER STREET THROUGH APRIL 30, 2018

WHEREAS, by Resolution No. 331-2017 of November 27, 2017, the City Council of the City of Newburgh authorized the City Manager to enter into an agreement with The Newburgh Ministry, Inc. to establish an overnight warming center at 104 South Lander Street; and

WHEREAS, the term of the Agreement began on December 14, 2017 and expires on April 1, 2018; and

WHEREAS, the City recognizes the enormous beneficial impact that the Newburgh Ministry, Inc. and the operation of the warming center has had on the City of Newburgh by providing overnight shelter to homeless persons during the cold weather season; and

WHEREAS, due to the unusually cold weather extending into the month of April 2018, the City wishes to extend the term of the Agreement for one month until April 30,2018, and this Council has reviewed the annexed extension agreement and finds that the extension of such Agreement is in the best interests of the City of Newburgh and its citizens;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a one month extension agreement with the Newburgh Ministry, Inc. in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require.

EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT ("Extension"), made as of this ___ day of _______________, 2018, by and between the City of Newburgh, a New York municipal corporation ("City") and Newburgh Ministry, Inc., a New York not-for-profit corporation, ("Newburgh Ministry").

W I T N E S S E T H:

WHEREAS, on December 14, 2017, the City and the Newburgh Ministry executed an Agreement for the administration, operation, and management of an overnight warming center at the building located at 104 South Lander Street, Newburgh, New York; and

WHEREAS, the Agreement terminates on April 1, 2018; and

WHEREAS, the parties desire to extend the term of the Agreement for one month until April 30 2018:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The term set forth in Paragraph 3 of the Agreement shall terminate on April 30, 2018 ("Extension Term").
2. All other terms and conditions set forth in the Agreement shall remain in full force and effect during the Extension Term.

IN WITNESS WHEREOF, the Landlord and the Tenant have duly executed this Lease in duplicate as of the day and year first above written.

CITY OF NEWBURGH

By: ______________________________
Name: Michael G. Ciaravino
Its: City Manager
Per Resolution No.:

THE NEWBURGH MINISTRY, INC.

By: ________________________________
Name:
Its:

The City of Newburgh
Office of the Corporation Counsel

City Hall – 83 Broadway
Newburgh, New York 12550

Michelle Kelson
Corporation Counsel

Tel. (845) 569-7335
Fax. (845) 569-7338

Jeremy Kaufman
Assistant Corporation Counsel

December 4, 2017

Mr. Colin Jarvis
The Newburgh Ministry, Inc.
9 Johnston Street
Newburgh, NY 12550

Re: Agreement for Warming Center at 104 South Lander Street

Dear Mr. Jarvis:

Pursuant to authority granted by the City Council by Resolution No. 331-2017 of November 27, 2017, a copy of which is enclosed, also enclosed is a fully executed copy of the Agreement in connection with the above matter.

By copy of this letter I am forwarding the original of same to the City Clerk for filing in her office.

Very truly yours,

MICHELLE KELSON
Corporation Counsel

MK/ar
Enclosure

Cc: Lorene Vitek, City Clerk (w/original)
Deirdre Glenn, Director of Planning & Development
Alexandra Church, City Planner

RESOLUTION NO.: 331 - 2017

OF

NOVEMBER 27, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE NEWBURGH MINISTRY, INC. TO ESTABLISH A WARMING CENTER AT 104 SOUTH LANDER STREET

WHEREAS, The Newburgh Ministry, Inc. (the "Newburgh Ministry") presently provides overnight shelter to homeless individuals within the City of Newburgh; and

WHEREAS, the City of Newburgh (the "City") and the Newburgh Ministry recognize the need to provide additional overnight shelter to homeless individuals during the cold weather season; and

WHEREAS, the City owns certain property located at 104 South Lander Street and more accurately described as Section 48, Block 2, Lot 25 on the official tax map of the City of Newburgh, which can provide a location for an overnight shelter during the cold weather season; and

WHEREAS, the Newburgh Ministry and the City recognize the need to formalize their respective obligations in providing additional overnight shelter to homeless individuals during the cold weather season through a formal agreement; 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 City Manager be and he is hereby authorized to enter into an agreement, in substantially the same form annexed hereto with such other terms and conditions acceptable to the Corporation Counsel, with The Newburgh Ministry, Inc. to establish an overnight warming center at 104 South Lander Street.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 11/27/17 and that it is a true and correct copy of such original.
Witness my hand and seal of the City of Newburgh this 28th day of Nov. 20 17

Deputy City Clerk

THIS AGREEMENT made this 14th day of December 2017 by and between The Newburgh Ministry, Inc., a not-for-profit corporation organized and existing under the laws of the State of New York, with an office located at 9 Johnston Street, Newburgh, New York 12550 and the City of Newburgh, a municipal corporation organized and existing under the laws of the State of New York with an office located at 83 Broadway, Newburgh, New York 12550

WITNESSETH

WHEREAS, The Newburgh Ministry, Inc. (the "Newburgh Ministry") presently provides overnight shelter to homeless individuals within the City of Newburgh; and

WHEREAS, the City of Newburgh (the "City") and the Newburgh Ministry recognize the need to provide additional overnight shelter to homeless individuals during the cold weather season; and

WHEREAS, the Newburgh Ministry and the City recognize the need to formalize their respective obligations in providing additional overnight shelter to homeless individuals during the cold weather season;

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

1. Scope of Services: The Newburgh Ministry agrees to provide the following:
    a. Two (2) paid part-time professional staff at the overnight shelter seven (7) days per week and at least one representative with authority over all activities present at all times in which the overnight shelter is open and operating
    b. Volunteer training and coordination for additional support on nights and weekends
    c. Equipment and supplies such as cots, sheets, blankets, paper and cleaning products and toiletries
    d. Regular cleaning of the shelter
    e. Food
    f. Reimburse the City for the cost of heat and electricity during the operation of the overnight shelter during the term of the Agreement

2. Grant of License: The City hereby represents that it owns 104 South Lander Street in the City of Newburgh, and more accurately described as Section 48, Block 2, Lot 25 on the official tax map of the City of Newburgh, and that it has duly authorized this Agreement. The City hereby grants the Newburgh Ministry a revocable license for its employees and volunteers, upon the conditions hereinafter stated, the license or privilege of entering upon the City's property located at 104 South Lander Street, in the City of Newburgh, New York, and taking thereupon such equipment, supplies and other materials as may be necessary, for the purposes of providing overnight shelter to homeless individuals. The City shall provide the property in habitable condition and meeting the requirements for occupancy under applicable New York State and local building, property maintenance and fire prevention codes. 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.

3. Term: The term of this Agreement shall commence upon execution by all parties to this Agreement and terminate on April 1, 2018. The term is not renewable.

4. Insurance: The Newburgh Ministry and the City each agree to maintain throughout the term of this Agreement General Liability and Property Damage Insurance which as shall protect each party from claims for damages for personal injury including accidental death, as well as from claims for property damage, which may arise from the services provided under this Agreement. The amounts of such General Liability Insurance shall be in an amount of 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. Property Damage Insurance in an amount not less than $50,000.00 for damage on account of all occurrences. The Newburgh Ministry shall maintain during the life of this Agreement such Workers' Compensation Insurance for its employees, volunteers or members to be assigned to the work hereunder as may be required by New York State Law. The parties agree to report to each other any accident or claim as soon as possible and not later than three (3) business days from the time of such accident or claim. The parties agree to make available to each other all employees who are witnesses or knowledgeable about any accident or claim as soon thereafter as possible.

5. Indemnity and Save Harmless Agreement: The Newburgh Ministry agrees to indemnify and save the City, its officers, agents and employees harmless from any liability imposed upon the City, its officers, agents and/or employees arising from the negligence, active or passive, of the Licensee. The City agrees to indemnify and save the Newburgh Ministry, its officers, agents and employees harmless from any liability imposed upon the Licensee, its officers, agents and/or employees arising from the negligence, active or passive, of the City. The parties acknowledge and agree that the provisions of this section are intended to survive termination of this Agreement.

6. Independent Contractor: It is expressly understood and agreed by the parties hereto that the Newburgh Ministry is an independent contractor and not an employee of the City and that any persons employed, retained or engaged by the Newburgh Ministry to perform the services authorized hereunder shall be employees of the Newburgh Ministry and not of the City. The Newburgh Ministry shall inform persons so employed, retained or engaged of these facts.

7. No Assignment or Sub-Licensing. This Agreement may not be assigned or sub-let to any other party.

8. New York Law. This Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this Agreement shall be brought in the New York Supreme Court, Orange County.

9. Notices: Any and all notices and payments required hereunder shall be addressed as follows or to such other address as may hereafter be designated in writing by either party hereto:

TO: The Newburgh Ministry Inc.
Attn:

TO: City of Newburgh
Attn: City Manager
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7301

10. No Modification of Agreement. This Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

11. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this agreement shall be physically amended forthwith to make such insertion.

12. Severability: If any provision of this Agreement or the application of any provision to any person or circumstance is held or declared to be invalid unenforceable or illegal, the remainder of this Agreement and the remainder of such provision other than to the extent it is held invalid unenforceable or illegal will survive and not be invalidated by such holding or declaration.

Remainder of this page intentionally left blank

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

THE NEWBURGH MINISTRY, INC.

By: ______________________________

THE CITY OF NEWBURGH

By: ______________________________
MICHAEL G. CIARAVINO
City Manager
Per Resolution No.: 331-2017

Approved as to form:

____
MICHELLE KELSON
Corporation Counsel

Approved as to form:

____
KATHRYN MACK
City Comptroller

RESOLUTION NO.:__103____ - 2018

OF

APRIL 23, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CO-SPONSORSHIP AGREEMENT WITH THE SMALL BUSINESS ADMINISTRATION FOR SMALL BUSINESS DEVELOPMENT WORKSHOPS TO BE HELD IN THE CITY OF NEWBURGH

WHEREAS, following a Community Needs Assessment and Federal Partners Tour organized by the New York Office of the U.S. Department of Housing and Urban Development, in December 2016, the Small Business Administration ("SBA") has completed plans to develop workforce training geared to assist entrepreneurial interest in new business development and skill in writing and managing business plans; and

WHEREAS, it is proposed that the workshops, entitled "Small Business Basics Workshops", be held at the Newburgh Free Library on weekday evenings monthly over the next several months; and

WHEREAS, the workshops will be widely advertised, the SBA and the Newburgh Free Library will cosponsor with the City and we will take registration for the classes; and

WHEREAS, the administration of the workshops requires an agreement between the City of Newburgh and the SBA, which agreement is annexed hereto; and

WHEREAS, the City Council has reviewed the agreement and finds that the execution of same is in the best interests of the City of Newburgh and its citizens;

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 an agreement with the U.S. Small Business Administration, in substantially the same form as annexed hereto and subject to such other terms and conditions as may be required by Counsel, to co-sponsor the "Small Business Basics Workshops in the City of Newburgh.

COSPONSORSHIP AGREEMENT

between

U.S. Small Business Administration
New York District Office

and

The City of Newburgh

Authorization No: 18-0202-74

1) Parties

This Cosponsorship Agreement ("Agreement") is between the U.S. Small Business Administration ("SBA") and the following Cosponsor(s) (individually a "Cosponsor" or collectively the "Cosponsors" or "Parties"):

a) City of Newburgh
83 Broadway
Newburgh, NY 12550
Description of Cosponsor: Cosponsor is a local municipal government

2) Purpose

The purpose of this Agreement is to describe the rights and responsibilities of each Cosponsor regarding the activity described below pursuant to SBA's Cosponsorship Authority, section 132(a) of Division K in Public Law No. 108-447, as extended by the annual Appropriations Act, and 13 C.F.R. Part 106. The Agreement encompasses this document and all Attachments. The Cosponsor shall comply with all applicable laws and regulations in its performance under this Agreement. Except as properly amended, this Agreement is the final and complete agreement of the Cosponsors. It does not authorize the expenditure of any funds, other than by express terms of this Agreement nor does it create special consideration by SBA regarding any other matter. This Agreement shall not limit any Cosponsor from participating in similar activities or arrangements with other entities.

3) Cosponsored Activity

a) Name of Activity: Small Business Basics Workshops

b) Dates: April 2018 - December 2018

c) Place: The Heritage Center, 123 Grand Street, City of Newburgh, NY (Additional locations to be identified)

d) Estimated Number of Attendees: 100+

e) Budgeted Expenses of Cosponsored Activity: $0

f) Summary of Activity: SBA and the City of Newburgh will jointly host and cosponsor a series of 2 hour workshops in English and Spanish designed to educate the community in order to assist, prepare and counsel them in their quest to become entrepreneurs, to culminate in an Expo (Attachment A).

4) Cosponsors' Responsibilities

The Cosponsors agree that each will do the following in support of the Cosponsored Activity:

a) SBA will:

- Participate in the overall planning, marketing and execution of the cosponsored event
- Provide marketing guidelines for promotion, including flyers
- Recruit Speakers
- Assist on logistics following best practices
- Provide at least 2 people to assist during registration and logistics on the day of the event
- Provide opening remarks
- Take registration on the day of the event
- Have final approval of all cosponsored materials and activities

b) City of Newburgh will:

- Participate in the overall planning, marketing and execution of the cosponsored event.
- Assist in securing workshop location(s)
- Promote event
- Provide Security (the same security arrangements that applies for the building will be on call for the day of the event)
- Provide tables and chairs
- Sound System, Basic A/V audio amplification system, microphones, projections screen, projection cart, electrical cords and placement, slide projector, easels, if necessary

5) Budget

There are no anticipated expenses associated with conducting the Cosponsored Activity. Should unanticipated expenses for the cosponsored activity be incurred, the cosponsors will prepare an itemized budget to reflect such expenses and whether such expenses were met by cash or in-kind contributions.

6) Fiscal Agent and Fees

Section Intentionally Deleted

7) No Profit

Each Cosponsor agrees that it will not make a profit on this event.

8) Appropriate Recognition

Cosponsor will include appropriate recognition for SBA in all materials created for this activity. Each Cosponsor will be given appropriate recognition by SBA for Cosponsorship of the activity outlined in this Agreement, however such recognition does not constitute an express or implied endorsement by SBA of any of the opinions, products or services of any Cosponsor, its subsidiaries or its contractors. As such, all appropriate disclaimers and authorization numbers will be visible on all Cosponsored Materials. SBA has the right to determine what constitutes appropriate recognition, in its reasonable discretion.

9) Cosponsored Material

Cosponsored Material refers to all print and electronic materials used to promote the activity or material used during or as the Activity. This includes, but is not limited to, flyers, brochures, mailers, email promotions, web pages, promotional items, or any other physical, print or electronic item bearing SBA's name or logo. Cosponsors grant SBA a perpetual, irrevocable, non-exclusive, worldwide, royalty-free license to use and to create derivative works of any material developed for the Cosponsorship outlined in this Agreement.

10) Use of SBA Logo

Each Cosponsor agrees to use its name and logo in connection with SBA's name and logo on Cosponsored Materials or in factual publicity only for the Cosponsored Activity as outlined in this Agreement. Factual publicity includes dates, times, locations, purposes, agendas, fees and speakers involved with the activity. Any materials (print or electronic) bearing SBA's logo must include the appropriate disclaimers as outlined in the "Disclaimers" paragraph and be approved in advance by SBA's Responsible Program Official. Cosponsors are not permitted to use SBA's name or logo for commercial purposes, such as advertising a product or service.

11) Licenses
SBA will possess an irrevocable, non-exclusive, worldwide, royalty-free license to use any materials developed for the Cosponsored Activity outlined in this Agreement. City of Newburgh will be responsible for obtaining all rights, fees and clearances, if necessary, for the purpose of SBA's license. Should SBA decide to use Cosponsored Material that contains copyrighted material after the term of this Agreement, SBA will remove City of Newburgh's logo but retain a copyright notice.

12) Political Speech
It is SBA's policy that public officials or candidates for public office (including their staff), whether a direct Cosponsor or invitee of a Cosponsor, be informed by the SBA that they may not include political comment as part of their participation. Political comment includes speech or remarks designed to facilitate, or be directed toward, the success or failure of a political party, candidate for public office, or political group.

13) Website and Online Registrations
The Cosponsors will create an online registration located at https://www.cityofnewburgh-ny.gov/ to provide registration and workshop details. Cosponsors agree there will be no commercial advertisements or commercial promotions of any kind, including its own products or services, displayed on this Cosponsored Site. All online activities will be accessible to persons with disabilities. Online registration will only include the questions necessary to attend the event. Affirmative opt-in is required for future communication to registrants/attendees.

14) Disclaimers
All Cosponsored Materials, print or electronic, must be approved in advance by SBA's Responsible Program Official listed in this Agreement and contain the following statement(s):

a) Cosponsorship Authorization # 18-0202-74. SBA's participation in this Cosponsored Activity is not an endorsement of the views, opinions, products or services of any Cosponsor or other person or entity. All SBA programs and services are extended to the public on a nondiscriminatory basis.

b) Reasonable arrangements for persons with disabilities will be made if requested at least two weeks in advance. Contact: Ellen Fillo, (845) 569-7386.

c) This website is provided as a public service under Cosponsorship Authorization # 18-0202-74. It is not an official U.S. government website and may contain links to non-U.S. government information. Inclusion of such links does not constitute or imply an endorsement by SBA. SBA is not responsible for the content, accuracy, relevance, timeliness or completeness of linked information. Please use caution when considering a product, service or opinion offered by a linked website.

15) Responsible Program Official
The SBA Responsible Program Official for this Cosponsored Activity is John Mallano, Deputy District Director, New York District Office.

16) Points of Contact
The respective Points of Contact for this Cosponsored Activity will be Ellen J. Fillo, (845) 569-7386, efillo@cityofnewburgh-ny.gov for City Of Newburgh and Sylvia Rivera, (212) 264-0996, Sylvia.Rivera@sba.gov for SBA. These individuals will facilitate contact between the Cosponsors to plan, organize and execute the Activity contemplated in this Agreement.

17) Additional Cosponsors
The Cosponsors agree that other entities may join this Agreement as Additional Cosponsors to help plan, market and participate in the Activity. The Cosponsors agree that Additional Cosponsors may join this Agreement upon execution of a Joinder Agreement. The Cosponsors agree that SBA may execute all Joinder Agreements with additional Cosponsors on behalf of all Cosponsors.

18) Term, Amendment and Termination

This Agreement will take effect upon signature of all Cosponsors and will remain in effect through December 31, 2018. This Agreement can only be amended in writing. Any Cosponsor may terminate its participation in the activity upon 30 calendar days advance written notice to the other Cosponsors. Termination by one cosponsor will not affect continued participation by remaining cosponsors. Such termination will not require changes to materials already produced, and will not entitle the terminating cosponsor to a return of funds or property contributed.

19) Signature

Each of the persons signing this Agreement represents that he/she has the authority to enter into this Agreement on behalf of the entity involved. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

SBA: Patricia M. Gibson 4-12-18

Patricia M. Gibson Date
Associate Administrator, Communications and Public Liaison

City of Newburgh: ______________________

Michael G. Ciaravino Date
City Manager

Attachment A – Draft Agenda & Topics

Small Business Basics Series Workshops

Mature Entrepreneur: Starting a Business at 50+	April 2018
Alternative Lending for Startups	May 2018
SBA's Programs and Services	June 2018
Credit and Financial Literacy and Other Topics	TBD

11:00 – 11:10	Registration and Welcome Remarks by City of Newburgh & SBA
11:10 – 12:30	Workshop: The Encore Entrepreneur Starting a Business at 50+ Sylvia Rivera, SBA Economic Development Specialist Or Guest Presenter
12:30 - 1:00	Questions and Answers

RESOLUTION NO.: 104 - 2018

OF

APRIL 23, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT OF CLAIM WITH ASTOR SERVICES FOR CHILDREN AND FAMILY IN THE AMOUNT OF $5,247.41

WHEREAS, Astor Services for Children and Family 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 Five Thousand Two Hundred Forty-Seven and 41/100 Dollars ($5,247.41) 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 Astor Services for Children and Family in the total amount of Five Thousand Two Hundred Forty-Seven and 41/100 Dollars ($5,247.41) 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.: __105__ - 2018

OF

APRIL 23, 2018

A RESOLUTION TO RENAME THE NEWBURGH ILLUMINATED FESTIVAL AS THE MAYOR JUDY KENNEDY NEWBURGH ILLUMINATED FESTIVAL

WHEREAS, the Newburgh Illuminated Festival will be held on June 2, 2018; and

WHEREAS, the Newburgh Illuminated Festival is an event designed to celebrate the rich history of the City, its cultural diversity and the residents that reside here, thus resulting in increased tourism, increased business support and positive regional perception; and

WHEREAS, Mayor Judy Kennedy was instrumental in establishing, organizing, and promoting the Newburgh Illuminated Festival; and

WHEREAS, due to the tragic and untimely passing of Mayor Kennedy, this City Council finds that renaming the Newburgh Illuminated Festival in Mayor Kennedy's honor is a fitting and appropriate memorial to her love and dedication to the revitalization of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York hereby renames the Newburgh Illuminated Festival as the Mayor Judy Kennedy Newburgh Illuminated Festival.

RESOLUTION NO. 106 - 2018

OF

APRIL 23, 2018

A RESOLUTION TO FILL A VACANCY IN THE OFFICE OF COUNCIL OF THE CITY OF NEWBURGH

WHEREAS, the resignation of Torrance Harvey has created a vacancy in the office of Council; and

WHEREAS, Section C3.22(A) of the City Charter states that "[a]ny vacancy in elective office occurring from any cause other than expiration of term shall be temporarily filled by appointment of Council"; and

WHEREAS, this Council finds that it is in the best interests of the City of Newburgh to appoint Anthony Grice to the office of Council of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newburgh that Anthony Grice is hereby appointed to the office of Council of the City of Newburgh until the first day of January next following the next general election.

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