City of Newburgh Council Work Session
Sesion de trabajo del Concejal de la Ciudad de Newburgh
October 18, 2018
6:00 PM

Council Meeting Presentations

1. Executive Session Proposed, pending or current litigation
   Proposed, pending or current litigation

Finance/Finanza

2. PKF O"Connor Davies - 2018 annual audit proposal
   Resolution authorizing the City Manager to execute a letter agreement between the City of Newburgh and the firm of PKF O'Connor Davies, LLP for auditing services for fiscal year ending December 31, 2018 for the price of $79,400.00. (Michelle Kelson & Charles Duffy)
3. 2019 Budget
   (Charles Duffy)

Water Department/ Departamento de Aqueductos

4. Inframark, LLC Service Contract for Lab Services
   Resolution authorizing the City Manager to accept a proposal and execute an agreement with Inframark, LLC for professional water quality evaluation and technical assistance at Browns Pond during the Catskill Aqueduct shutdown. (Wayne Vradenburgh & Mike Batz)

Planning and Economic Development/Planificación y Desarrollo Económico

5. Extension to rehabilitate 132 Third Street
   Resolution authorizing a fifteen month extension of time to rehabilitate the premises known as 132 Third Street (Section 18, Block 9, Lot 14) in the City of Newburgh. (Michelle Kelson)
6. 268 Washington Street -- Release of covenants
   Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Yousef K. Habibian to the premises known as 268 Washington Street (Section 35, Block 3, Lot 40) (Michelle Kelson)
7. Donation of a Bench to Honor Tony Di Benedetto
   Resolution authorizing the City Manager to accept a donation of a memorial bench commemorating the memory of Tony Di Benedetto.
8. Purchase of 145 Chambers Street
   Resolution to authorize the conveyance of real property known as 145 Chambers Street (Section 18, Block 4, Lot 17) at private sale to Dimas Mero

for the amount of $35,000.00.

9. Purchase of 51 Courtney Avenue

   Resolution to authorize the conveyance of real property known as 51 Courtney Avenue (Section 48, Block 11, Lot 10) at private sale to Arahm Lee for the amount of $49,900.00.

10. Rescind Resolution No. 246-2017 and reject all proposals received for the redevelopment of the DRC, City Club and 2 Montgomery Street

    Resolution rescinding the authorization contained in Resolution No. 246-2017 of August 14, 2017 for the City Manager to execute an agreement for the stabilization of the Dutch Reformed Church and negotiate on behalf of the City of Newburgh a land development agreement with Alembic Community Development, Community Access and Hester Street Collaborative in connection with the redevelopment of the Dutch Reformed Church, the City Club and 2 Montgomery Street.

Grants/Contracts/Agreements / Becas /Contratos/Convenios

11. Taylor-Montgomery LLC MSW contract amendment

    Resolution authorizing the City Manager to enter into an extension agreement with TBE-Montgomery, LLC now known as Taylor-Montgomery, LLC for solid waste disposal. (George Garrison & Michelle Kelson)

12. 215 Water Street - license agreement amendment

    Resolution amending Resolution No. 150-2018 authorizing the City Manager to enter into a license agreement with Adam Pollick, Christy A. Patterson and Jerry Maldonado to allow tree maintenance activities on the City-owned property known as 215 Water Street (Section 12, Block 3, Lot 1.2) (Michelle Kelson)

13. License Agreement with Newburgh Urban Farm and Food Initiative for the Downing Park Urban Farm

    Resolution authorizing the City Manager to enter into a license agreement with the Newburgh Urban Farm and Food Initiative for the Management of the Downing Park Urban Farm. (Virginia Kazinski)

Police Department

14. Halloween Curfew for Minors

    Resolution to implement a city-wide curfew for minors 16 years of age and under on October 30th and 31st from 9:00 p.m. until 6:00 a.m. (Chief Douglas Solomon)

15. Amend 2018 Personnel Book to add a Temporary Sergeant in Police Department

    Resolution amending the 2018 personnel analysis book to add one Sergeant position on a temporary basis in the City of Newburgh Police Department. (Chief Douglas Solomon)

Fire Department / Departemento de Bomberos

16. Fire Department Surplus Equipment

Resolution declaring a 2004 Jeep Cherokee designated VIN No. 1J4GW48S74C429371 to be surplus equipment. (Acting Chief Ahlers)

17. Intermunicipal Agreement with Good Will Fire District

    Resolution authorizing the City Manager to execute an inter-municipal agreement with the Good Will Fire District for the temporary relocation of the temporary relocation of the West End Firehouse. (Acting Chief Ahlers)

    Acuerdo Intermunicipal con el Distrito de Bomberos Good Will

Old Business Discussion/ Discusion de Negocios Viejos

18. 2018 Council Rules & Order of Procedure -- further amendments & revisions

Discussion Items/Temas de Discusión

19. Arts Commission appointment

    Resolution appointing Marlene Lipinski to the City of Newburgh Arts and Cultural Commission

20. Dedicating the intersection First & Chambers Streets as Pastor Robert D. McLymore Square

    Resolution dedicating the intersection of First Street and Chambers Street as Pastor Robert D. McLymore Square. (Councilwoman Hillary Rayford)

21. Warming/Overnight Shelter - Newburgh Ministries

    (As per Councilwoman Mejia & Councilwoman Monteverde)

22. Department Heads Gantt Charts with Updates

RESOLUTION NO.: _____ - 2018

OF

OCTOBER 22, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LETTER AGREEMENT BETWEEN THE CITY OF NEWBURGH AND THE FIRM OF PKF O'CONNOR DAVIES, LLP FOR AUDITING SERVICES FOR FISCAL YEAR ENDING DECEMBER 31, 2018 FOR THE PRICE OF $79,400.00

WHEREAS, the firm of O'Connor Davies, LLP has worked diligently in connection with the preparation of the City of Newburgh auditing for fiscal years ending December 31, 2011, 2012, 2013, 2014, 2015, 2016 and 2017; and

WHEREAS, based on experience and work history the City Manager has recommended that the firm of PKF O'Connor Davies, LLP be retained for fiscal year ending December 31, 2018; and

WHEREAS, this Council has reviewed the letter agreement attached hereto and has determined it to be in the best interests of the City to enter into the same;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into a letter agreement with the firm of PKF O'Connor Davies, LLP for auditing services for the fiscal year ending December 31, 2018 for the price of $79,400.00.

PKF O'CONNOR DAVIES
ACCOUNTANTS AND ADVISORS

September 27, 2018

Members of the City Council
City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550

Dear Members of the City Council:

This letter sets forth our understanding of the terms and objectives of our engagement, and the nature and scope of the services we will provide to the City of Newburgh ("the Entity").

Prior to the commencement of our audit(s) we may not know if an audit performed in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Costs Principles and Audit Requirements for Federal Awards ("Uniform Guidance") is required. Consequently this letter includes the words "if applicable" next to relevant single audit communication requirements.

Audit objectives

We will audit the Entity's statements of the governmental activities, business-type activities, each major fund and the aggregate remaining fund information, which collectively comprise the basic financial statements of the Entity as of and for the year ended December 31, 2018 and issue our report thereon as soon as reasonably possible after completion of our work.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement the Entity's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Entity's RSI in accordance with auditing standards generally accepted in the United States of America ("US. GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by US GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Schedule of Changes in the Total OPEB Liability and Related Ratios
- Schedules of Contributions and Proportionate Share of the Net Pension Liability

PKF O'Connor Davies, LLP is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.

We have also been engaged to report on supplementary information other than the RSI that accompanies the Entity's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS and our auditors' report will provide an opinion on such information in relation to the financial statements as a whole:

- Combining and Individual Fund Financial Statements and Schedules
- Schedule of Expenditures of Federal Awards (if applicable)

We will conduct the audit in accordance with US GAAS, the standards for financial audits contained in Government Auditing Standards ("GAGAS") issued by the Comptroller General of the United States (if applicable), and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"), and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance (if applicable), and other procedures we consider necessary to enable us to express such an opinion and to render the required reports. The aforementioned standards require that we obtain reasonable, rather than absolute, assurance that the financial statements are free of material misstatement, whether caused by error or fraudulent financial reporting; misappropriation of assets, or violations of laws or governmental regulations that are attributable to the Entity's or to acts by management or employees acting on behalf of the Entity. Because the determination of abuse is subjective, GAGAS do not expect auditors to provide reasonable assurance of detecting abuse. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us even though the audit is properly planned and performed in accordance with US GAAS and GAGAS (if applicable). In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements and on those programs we have determined to be major programs (if applicable). However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting or misappropriation of assets and any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit (if applicable). We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

The objective of an audit is the expression of an opinion on whether these financial statements are presented fairly, in all material respects, in conformity with US GAAP and to report on the fairness of the supplementary information referred to in the preceding paragraph when considered in relation to the financial statements as a whole. The objective for our audit also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with GAGAS.

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with Uniform Guidance (if applicable).

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Entity's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to GAGAS (if applicable).

Uniform Guidance (if applicable), requires that we also plan and perform the audit to obtain reasonable assurance about whether the Entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "Uniform Guidance Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the Entity's major programs. The purpose of these procedures will be to express an opinion on the Entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance. As required by Uniform Guidance, we will also perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to prevent or detect material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

If our opinion on either the financial statements or the Single Audit compliance (if applicable) is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion(s), we may decline to express an opinion or decline to issue a report as a result of the engagement.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to GAGAS, if applicable. An audit is also not designed to identify significant deficiencies or material weaknesses. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control and other internal control related matters relevant to the audit of the financial statements that we have identified during the audit, as required by US GAAS, GAGAS and Uniform Guidance (if applicable).

The report on internal control and compliance will include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of

internal control over financial reporting or on compliance and that the report is an integral part of an audit performed in accordance with GAGAS in considering internal control over financial reporting and compliance and Uniform Guidance (if applicable) in considering internal control over compliance an d major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form (if applicable) that summarize our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit.

We will also communicate with those charged with governance any (a) fraud involving senior management and other fraud that causes a material misstatement of the financial statements; (b) violations of laws or governmental regulations that come to our attention (unless they are clearly inconsequential); (c) disagreements with management and other serious difficulties encountered in performing the audit; and, (d) various matters related to the Entity's accounting policies and financial statements.

As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. Management, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries to the financial statements. It is our understanding that management has designated qualified individuals with the necessary expertise to be responsible and accountable for overseeing the acceptance and processing of such journal entries.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management's responsibilities

The financial statements and their fair presentation in accordance with US GAAP, including all informative disclosures, and supplementary information are the responsibility of the Entity's management. Management is also responsible for: (1) the selection and application of accounting policies; (2) the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge; (3) ensuring the Entity complies with the laws and regulations applicable to its activities; (4) making all financial records and related information available to us of which you are aware that is relevant to the preparation and fair presentation of the financial statements, as well as any additional information that we may request for the purpose of the audit; (5) providing us with unrestricted access to persons within the Entity from whom we determine it necessary to obtain audit evidence; and (6) adjusting the financial statements and supplementary information to correct material misstatements.

Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of Uniform Guidance (if applicable). As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards (if applicable), and related notes. You agree to include our report on the schedule of expenditures of federal awards (if applicable) in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards (if applicable). You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards (if applicable) that includes our report thereon. You are responsible for making all management decisions and assuming all management responsibilities relating to the financial statements, schedule of expenditures of federal awards (if applicable) and related notes, and for accepting full responsibility for such decisions.

Management's responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with US GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with US GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

In order to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements, management is responsible for establishing and maintaining effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities.

Management's responsibilities also include identifying any significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the Entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Entity received in communications from employees, former employees, grantors, regulators or others. In addition, you are responsible for identifying and ensuring that the Entity complies with applicable laws, regulations, contracts, agreements and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. Additionally, as required by Uniform Guidance (if applicable), it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the audit objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. The Entity is also responsible for providing management's views on our current findings, conclusions,

and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

At the conclusion of the engagement, we will request from management written confirmation concerning representations made to us in connection with the audit. The representation letter, among other things, will confirm management's responsibility for: (1) the preparation of the financial statements in conformity with US GAAP, (2) the availability of financial records and related data, and (3) the completeness and availability of all minutes of board meetings. Management's representation letter will further confirm that: (1) the effects of any uncorrected misstatements aggregated by us during the engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (2) we have been informed of, or that there were no incidences of, fraud involving management or those employees who have significant roles in the Entity's internal control. You will also be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards (if applicable) and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards (if applicable), and related notes prior to their issuance and have accepted responsibility for them. We will place reliance on these representations in issuing our report.

In the event that we become obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, as a direct or indirect result of an intentional, knowing or reckless misrepresentation or provision to us of inaccurate or incomplete information by the Entity or, any elected official, member of management or employee thereof in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us against such obligations.

To the best of your knowledge, you are unaware of any facts which might impair our independence with respect to this engagement.

The financial statements are the property of the Entity and can be reproduced and distributed as management desires.

You may wish to include our report on these financial statements in a registration statement proposed to be filed under the Securities Act of 1933 or in some other securities offering. You agree that reference to our Firm will not be included in any such offering without our prior permission or consent. Any agreement to perform work in connection with an offering, including an agreement to provide permission or consent, will be a separate engagement.

If you do not engage us for this service, the following paragraph must be included in the offering statement – "PKF O'Connor Davies, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. PKF O'Connor Davies, LLP also has not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

We understand that your accounting department personnel will assist us to the extent practicable in completing the audit. They will provide us with detailed trial balances, supporting schedules, and other information we deem necessary. A list of these schedules and other items of information will be furnished to you before we begin the audit. The timely and accurate completion of this information is an essential condition to our completion of the audit and the issuance of the audit report.

We keep documents related to this engagement in accordance with our records retention policy and applicable regulations or for any additional period requested by the applicable cognizant agency (if applicable). If we are aware that a federal awarding agency (if applicable) or the Entity is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation. We do not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

Management is responsible for management decisions and assuming all management responsibilities; for designating an individual with suitable skill, knowledge, and/or experience to oversee the non-attest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Non Reliance on Oral Advice

It is our policy to put all advice on which a client intends to rely in writing. We believe that is necessary to avoid confusion and to make clear the specific nature and limitations of our advice. You should not rely on any advice that has not been put in writing by our firm after a full supervisory review.

Electronic and other communication

During the course of the engagement, we may communicate with you or with Entity personnel via fax or e-mail. You should be aware that communication in those media may be unsafe to use and contains a risk of misdirection and/or interception by unintended third parties, or failed delivery or receipt. In the event that the communication provided in this manner contains essential information, we shall require a confirmation of receipt. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail or other electronic transmissions, including any consequential, incidental, direct, indirect or special damages.

Access to working papers

During the course of this engagement, we will develop files of various documents, schedules and other related engagement information known as our working papers. As we are sure you can appreciate, these working papers may contain confidential information and our firm's proprietary data. You understand and agree that these working papers are, and will remain, our exclusive property. Except as discussed below, any requests for access to our working papers will be discussed with you before making them available to requesting parties:

(1) Our firm, as well as other accounting firms, participates in a peer review program covering our audit and accounting practices. This program requires that once every three years we subject our system of quality control to an examination by another accounting firm. As part of this process, the other firm will review a sample of our work. It is possible that the work we

perform for you may be selected for review. If it is, the other firm is bound by professional standards to keep all information confidential.

(2) We may be requested to make certain working papers available to regulators pursuant to authority given to them by law, regulation or subpoena. Such regulators may include (i) a federal agency providing direct or indirect funding or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities; (ii) the American Institute of Certified Public Accountants; and (iii) the State Education Department. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to them. The regulator may intend, or decide, to distribute the photocopies or information contained therein to others, including other government agencies.

Fees and billing

We estimate our fees will be $79,400.

The audit fee is based on anticipated cooperation from your personnel, audit condition of the books and records and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Our fees for these services are due and payable under the payment schedule which follows. Invoices for additional amounts that may be incurred for these and other services will be rendered as such work progresses and are payable upon presentation.

Payments will be due	Percentage
Upon completion of our audit field work	75%
Upon submission of the final report and management letter	25%
	100%

Our hourly rates for any additional services for the initial year of the engagement are detailed below.

	Hourly Rate for Professional Services		
*	Senior Partner	$	300
**	Partner		290
**	Senior Manager		230
**	Manager		200
**	Supervisor		175
**	Senior Accountant		155
**	Staff Accountant		135

* Represents a discount from standard rate of $395
** Represents a 20% discount from standard rates

Liability

Any and all claims by the Entity arising under this engagement must be commenced by the Entity within one year following the date on which our firm delivered our report on the financial statements associated with this engagement, or the date the Entity is informed of the engagement's termination in the event our report is not delivered, for any reason.

You agree to indemnify our firm, its partners, principals and employees, to the fullest extent permitted by law for any expense, including compensation for our time at our standard billing rates and reimbursement for our out-of-pocket expenses and reasonable attorneys' fees, incurred in complying with or responding to any request (by subpoena or otherwise) for testimony, documents or other information concerning the Entity by any governmental agency or investigative body or by a party in any litigation or dispute other than litigation or disputes involving claims by the Entity against the firm. This indemnification will survive termination of this engagement.

Dispute resolution

Any claim or controversy ("dispute") arising out of or relating to this engagement, the services provided thereunder, or any other services provided by or on behalf of the firm or any of its subcontractors or agents to the Entity or at its request (including any dispute involving any person or entity for whose benefit the services in question are or were provided), shall first be submitted in good faith for mediation administered by the American Arbitration Association ("AAA") under its Mediation Rules. Each party shall bear its own costs in the mediation. Absent an agreement to the contrary, the fees and expenses of the mediator shall be shared equally by the parties.

If the dispute is not resolved by mediation within 90 days of its submission to the mediator, then, and only then, the parties shall submit the dispute for arbitration administered by the American Arbitration Association under its Professional Accounting and Related Services Dispute Resolution Rules (the "Rules"). The arbitration will be conducted before a single arbitrator selected from the AAA's Panel of Accounting Professionals and Attorneys and shall take place in New York, New York.

Any discovery sought in connection with the arbitration must be expressly approved by the arbitrator upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitrator may disclose the existence, content or result of the arbitration only as expressly provided by the Rules.

The arbitrator shall issue his or her final award in a written and reasoned decision to be provided to each party. In his or her decision, the arbitrator will declare one party the prevailing party. The arbitrator shall have the power to award to the prevailing party reasonable legal fees associated with the arbitration and prior mediation. The arbitrator shall have no authority to award non-monetary or equitable relief of any sort. The arbitrator shall not have authority to award damages that are punitive in nature, or that are not measured by the prevailing party's actual compensatory loss.

The award reached as a result of the arbitration will be binding on the parties and confirmation of the arbitration award may be sought in ay court having jurisdiction.

This engagement will be governed by the laws of the State of New York, without giving effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.

Confirmation and other

Jeff Shaver is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

GAGAS require that we provide you with a copy of our most recent external peer review report, and any subsequent peer review reports received during the period of the contract. Our latest peer review report accompanies this letter.

We will provide copies of our reports to the Entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Our audit engagement each year ends on delivery of our audit report covering that year. Requests for services other than those included in this engagement letter will be agreed upon separately.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the applicable cognizant agency. If we are aware that a federal (and/or state) awarding agency or the Entity is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

All rights and obligations set forth herein shall become the rights and obligations of any successor firm to PKF O'Connor Davies, LLP by way of merger, acquisition or otherwise.

Either party may cancel this agreement upon thirty (30) days notice in writing to the other. In the event of exercise of this right by the Entity it shall pay for any billed and unbilled fees for completed work as of the date of the cancellation.

If this letter correctly expresses your understanding of the terms of our engagement, including our respective responsibilities, please sign the enclosed copy where indicated and return it to us.

We are pleased to have this opportunity to serve you.

Very truly yours,

PKF O'Connor Davies, LLP

PKF O'Connor Davies, LLP

Enc.

The services and terms described in the foregoing letter are in accordance with our requirements and are acceptable to us.

CITY OF NEWBURGH, NEW YORK

BY: _____

TITLE: _____

DATE: _____

PKF O'Connor Davies, LLP, is a member firm of PKF International Limited, a network of legally independent firms. Neither the other member firms nor PKF International Limited are responsible or accept liability for the work or advice which PKF O'Connor Davies, LLP provides to its clients.

* * *

DAVIE KAPLAN
Certified Public Accountants

Report on the Firm's System of Quality Control

June 14, 2017

To the Partners of PKF O'Connor Davies, LLP and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of PKF O'Connor Davies, LLP (the firm) in effect for the year ended December 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsumary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Davie Kaplan, CPA, P.C.
1000 First Federal Plaza · Rochester, New York 14614
Tel: 585-454-4161 · Fax: 585-454-2573 · www.daviekaplan.com

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards,* including compliance audits under the Single Audit Act; audits of employee benefit plans, and examinations of service organizations SOC 1 and SOC 2 engagements.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of PKF O'Connor Davies LLP in effect for the year ended December 31, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail.* PKF O'Connor Davies LLP has received a peer review rating of *pass.*

Davie Kaplan, CPA, P.C.

DAVIE KAPLAN, CPA, P.C.

RESOLUTION NO.: _____ - 2018

OF

OCTOBER 22, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH INFRAMARK, LLC FOR PROFESSIONAL WATER QUALITY EVALUATION AND TECHNICAL ASSISTANCE AT BROWNS POND DURING THE CATSKILL AQUEDUCT SHUTDOWN

WHEREAS, in May 2016, the City of Newburgh switched its drinking source water from Washington Lake to Brown's Pond and then to the Catskill Aqueduct in response to implementation of increased regulatory standards for PFOS and PFOA contaminants; and

WHEREAS, the Catskill Aqueduct will be shut down and unavailable for 10 weeks beginning on October 29, 2018; and

WHEREAS, the City of Newburgh is able to use Brown's Pond as its drinking water supply during the temporary shutdown; and

WHEREAS, to ensure that Brown's Pond has a sufficient quantity of clean water for the needs of City residents, businesses and water supply customers during the Catskill Aqueduct shutdown, it is necessary to monitor the source transfer from the Catskill Aqueduct to Browns Pond and continually evaluate the water quality; and

WHEREAS, Inframark, LLC has submitted a proposal for operational and technical services to evaluate water quality and operations at Browns Pond during the transition between water sources and the Catskill Aqueduct shutdown; and

WHEREAS, the funding for these services shall be derived from F.8389.0448.5022.0000 – PFOA/PFOS Tracking -Other services Environmental; and

WHEREAS, the City Council has determined that such work is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Inframark, LLC for operational and technical services to evaluate water quality and operations at Browns Pond during the transition between water sources and the Catskill Aqueduct shutdown.

SERVICES CONTRACT

IN CONSIDERATION of the mutual covenants and promises contained herein, **Inframark, LLC** (the "Contractor") agrees to perform the services set forth in this Contract for the **City of Newburgh, New York** (the "Owner"):

CONTRACT EFFECTIVE DATE: 10/26/18

LOCATION OF WORK AND DESCRIPTION OF SYSTEM:
Newburgh Water Filtration Plant (the "Facility").

OWNER'S MAILING ADDRESS: 83 Broadway, Newburgh, New York 12550.

TERM:
The term of this Contract shall extend for a period of 10 weeks (____) ~~months~~ from the Contract Effective Date. Either party shall have the right to terminate this Contract for any or no reason upon a 1 day prior written notice.

DESCRIPTION OF CONTRACTOR'S SERVICES:
The Contractor shall provide the services as set forth in Attachment "A" ("Services").

CONTRACT PRICE:
The Owner agrees to pay the Contractor for Services as set forth in Attachment "B". Payments are due in accordance with the General Terms and Conditions of this Contract.

THE GENERAL TERMS AND CONDITIONS attached to this Contract are agreed to be a part of this Contract.

AGREED BY: **CITY OF NEWBURGH, NEW YORK**	OFFERED BY: **INFRAMARK, LLC**
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

GENERAL TERMS AND CONDITIONS OF AGREEMENT

Definitions. As used herein, the following terms shall have the following meanings:

-- *"Abnormal or Biologically Toxic Materials"* may include, but are not limited to, concentrations of heavy metals, phenols, cyanides, pesticides, herbicides, priority pollutants as listed by USEPA, or any substance that violates the local or USEPA standards for finished water after the routine processing of the raw water.

-- "*Applicable Law*" is defined as those laws, rules, regulations, codes, administrative, judicial and settlement orders, directives, guidelines, judgments, rulings, interpretations, permit conditions and restrictions or similar requirements or actions of any federal, state, local government, agency or executive or administrative body of any of the foregoing in each case that pertain to the (a) parties' respective responsibilities under this Contract, (b) operation or maintenance of the Facility, (c) health and welfare of individuals working at or visiting the Facility, and (d) the collection, delivery, pretreatment, and treatment of the Owner's wastewater, as applicable.

-- *"Baseline Conditions"* means the amount of raw water received and/or processed at the Facility and the maximum pollutant limits contained in such raw water. The Baseline Conditions as set forth in Attachment C shall be reset and adjusted on each anniversary of the Contract Effective Date.

-- "*Change of Law*" the occurrence of any of the events listed in (i) through (iv) below, which results or can reasonably be expected to result in a change in the scope of Contractor's liabilities or obligations under this Contract:

(i) there is passed or promulgated any federal, state, or other local law, statute, ordinance, rule or regulation different from those existing on the Contract Date; or

(ii) there is passed or promulgated any amendment to, or change in, any federal, state, or other local law, statute, ordinance, rule or regulation (including any applicable sales tax regulation) following the Contract Date; or

(iii) there comes into existence an order or judgment of any federal, state, or local court, administrative agency or other governmental body following the Contract Date containing interpretations of law relating to the provision of the Services by the Contractor that is inconsistent with generally accepted interpretations in effect on the Contract Date; or

(iv) (a) the imposition of any condition different from those existing on the Contract Date on the issuance, maintenance or renewal of any official permit, license or necessary approval related to the provision of the Services by the Contractor, or (b) there shall be a suspension, termination, interruption, revocation, denial or failure of renewal of any official permit, license or necessary approval related to the provision of the Services by the Contractor, including without limitation such of the foregoing as are issued or approved by the USEPA, the Occupational Safety and Health Administration or any local Environmental and/or Building Department;

-- "*Contract*" means these terms and conditions, any additional terms and conditions attached hereto and/or expressly incorporated herein directly or by reference including, without limitation, the Description of Contractor's Services attached hereto as Attachment "A" and the Rate Schedule attached hereto as Attachment "B";

-- "*Contract Price*" means the compensation to be paid by the Owner to the Contractor in accordance with the terms of this Contract;

-- "*Contractor*" means Inframark, LLC and its permissible successors and/or assigns. Any reference to actions taken or not taken by the Contractor shall include those actions taken or not taken on Contractor's behalf.

-- "*Facility*" means the Owner's wastewater treatment facility more particularly described on the front page of this Contract.

-- "*Force Majeure*" means any act, event or condition to the extent that it adversely affects the cost or the ability of a party to perform its obligations in accordance with the terms of this Contract if such act, event or condition, in light of any circumstances that should have been known or reasonably believed to have existed at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party so affected. Force Majeure includes but is not limited to: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees;] (i) shortage of adequate power or transportation facilities.

-- *"Non-Processible Water"* is defined as influent raw water (i) which contains Abnormal or Biologically Toxic Materials; or (ii) which is otherwise detrimental to the operation and performance of the Facility; or (iii) which exceeds the design capabilities of the Facility as defined by the Operations and Maintenance Manual for the Facility or as provided in submissions made to regulatory agencies in connection with the construction and/or the permitting of the Facility.

-- "*Owner*" means the party executing this Contract and described as the Owner on the front page of this Contract;

-- *"Process Residue"* means grit, screenings and sludge generated by or through the operation of the Facility.

--"*Services*" means the services to be provided by the Contractor to the Owner as identified in Attachment "A" to this Contract.

Other terms not expressly defined above have the meaning so given to them in this Contract.

Construction of Agreement. Whenever the context requires, the gender of all words used in this Contract includes the masculine, feminine, and neuter. All references to Articles and Sections refer to articles and sections of this Contract, and all references to Attachments are to Attachments attached to this for all purposes. Captions, headings, cover pages, tables of contents and footnote instructions contained in this Contract are inserted only to facilitate reference and for convenience and in no way define, limit or describe the scope, intent or meaning of any provisions of this Contract. Words and abbreviations that have well known technical or trade meanings are used in this Contract in accordance with such recognized meanings.

Entire Agreement. The terms and conditions set out herein are the entire terms and conditions of this Contract and any prior or contemporaneous understandings or agreements, oral or written, are merged herein. There are no representations or warranties, agreements, or covenants other than those expressly set forth in this Contract. This Contract may be amended or modified and/or any right or obligation arising under this Contract may be waived from time to time only by a written instrument executed by the Owner and the Contractor. The failure of either party at any time to enforce any of the provisions of this Contract shall not constitute a waiver of such provision.

Quality of Work and Materials. The Services to be provided hereunder shall be performed by qualified personnel in accordance with standards generally acceptable in Contractor's industry. Contractor shall use the effort, skill, diligence and quality control/quality assurance measures expected of a qualified firm performing services of a similar nature to the Services to be performed by the Contractor pursuant to this Contract. Materials furnished by the Contractor, if any, shall be current, of merchantable quality and in compliance with any technical standards or specifications incorporated into this Contract. When certain materials are specified by a reference standard, Contractor may select any suitable commercially acceptable material meeting the standard. The Contractor makes no representations or warranties as to the merchantable quality and in compliance with any technical standards or specifications of materials provided by third parties.

Compliance with Law. The parties shall comply with Applicable Laws in performing their respective obligations hereunder.

Contract Schedule. The Contractor's completion of the Services within a reasonable time shall constitute the Contractor's full compliance with any specific schedule requirement, if any, contained in this Contract. The date of completion provided in this Contract, if any, is approximate and is based upon prompt receipt by Contractor of all necessary information and data required to be supplied by the Owner, and is subject to weather, groundwater conditions, unforeseen site conditions and all Force Majeure events.

Costs and Expenses. Owner shall arrange for and pay: i) all costs related to delivery to and consumption of utilities to the Facility, including electricity, water, gas and telephone usage at the Facility; ii) all property, value-related, franchise, sales, use, excise, gross receipts, transaction privilege or other taxes associated with the Services and the ownership, operation and maintenance of the Facility, other than taxes imposed on Contractor's net income or payroll; iii) expenses incurred from the treatment of Non-Processible Water, including without limitation, any penalties and fines that may be assessed as a result; iv) expenses resulting from influent or pollutant loads exceeding the Baseline Conditions as set forth in Attachment C; v) expenses resulting from hydraulic or organic loads exceeding the Baseline Conditions as set forth in Attachment C; vi) all costs attributable to the transportation and disposal of Process Residue; vii) all costs for grass cutting and other landscaping; and viii) all other costs not specifically assumed by Contractor in this Contract.

Additional Work. (a) All additional labor, materials, tools, bonds, insurance, equipment, licenses, taxes, transportation, surveys, engineering, other professional services not set forth in Attachment "A" and any additional item provided by or on behalf of the Contractor as a result of Force Majeure conditions shall constitute additional work extending beyond the scope of the Services to be provided by Contractor hereunder, provided, however, that absent an emergency, no such additional work shall be performed without the express written consent of Owner. Contractor shall be compensated for all such additional work commensurate with the appropriate unit prices and/or hourly rates indicated in this contract and if no such prices or rates are provided, Contractor shall be compensated for the fair and equitable value of such additional work in an amount reasonably agreeable to the parties; (b) The Owner may add, delete, modify, alter, or accelerate the Services to be performed hereunder, including without limitation, order changes to the Services, or require the Contractor to perform additional services but only through a duly executed change or field order. All change and field orders shall be in writing and require the signature and acceptance by the

Contractor prior to becoming effective. Unless agreed to otherwise by the Contractor, all such change and field orders shall reflect the parties' agreement regarding price and proposed completion date. The General Terms and Conditions shall apply to such field or change order, except to the extent specifically agreed by the parties in such field or change order.

Employee Safety. Contractor shall be responsible for the safety, efficiency and adequacy of its employees and any vehicles and/or machinery, equipment or materials furnished or utilized by the Contractor during the performance of Services. Contractor, however, shall not assume any obligation or incur any liability for personal injury or property damage caused by (i) unsafe site conditions-not created by the Contractor or by any of its agents, employees and subcontractors, (ii) work being performed by other parties not related to the Contractor, (iii) the negligence or misconduct of the Owner, and/or (iv) the negligence or misconduct of any third party not related to the Contractor.

Owner's Obligations. Owner shall be responsible for obtaining, maintaining and renewing, in Owner's name and expense, all state, federal and local permits and licenses required for the ownership and operation of the Facility and all Facility equipment. Owner shall comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facility (to the extent that the responsibility of complying with those laws is not specifically assumed by the Contractor under this Contract); the Contractor shall not be responsible for Owner's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by Contractor hereunder.

Risk of Loss. Any losses or other liabilities resulting from theft, damage or unauthorized use of Owner's property, by any party other than Contractor, shall be borne by the Owner.

Force Majeure. Any event of Force Majeure that directly or indirectly causes a party to be unable to perform its obligations under this Contract shall not be deemed a breach of this Contract. The occurrence of such event shall suspend the obligations of the affected party for only so long as the impact of such event continues. The obligation to pay amounts due and owing shall not be suspended by such event. The party affected will use commercially reasonable efforts to mitigate the effect of the event.

Ownership of Documents and Inventions. (a) All tracing, specifications, computations, notes and other original documents as instruments of service are and shall remain the property of Contractor unless otherwise provided by law; *provided however* that Facility specific records and data, such as Facility operation reports and permit compliance reports, shall at all times remain the property of the Owner. Contractor shall not release Owner's records data without prior authorization, unless otherwise required by Applicable Law; (b) All inventions, discoveries and copyright in work of authorship, including those in formative stages, made by the Contractor (either alone or jointly with the Owner) shall from the time of conception or, in the case of works of authorship, from the time of creation be the property of Contractor.

Restriction on Use of Reports. Except for reports required by state, federal, or local regulatory bodies or agencies, any reports rendered under this Contract by the Contractor are prepared for the exclusive use of the Owner. The use of any such reports and data for purposes other than those intended within the scope of the Services is strictly prohibited and is at the Owner's sole risk and responsibility.

Approval of Work. Services performed by Contractor shall be deemed approved and accepted by Owner within a reasonable period of time (but in no event longer than thirty (30) days) after the Owner has had the opportunity to review and/or inspect such services unless Owner objects within such period of time by written notice specifically stating the details in which Owner believes such services are incomplete or defective. Under all circumstances, final payment of the Contract Price shall be deemed as conclusive evidence that the Owner has accepted all Services provided.

Payment Terms. Owner shall make all payments are within 30 days from the date Contractor issues an invoice. Any payment delayed beyond thirty (30) days from the specified due date, unless occasioned by fault of the Contractor, shall be subject to one and one-half (1.5) percent per month interest on the unpaid balance.

Taxes. Owner shall pay all property, franchise, sales, use and other taxes associated with the Services other than taxes imposed on Contractor's net income or Contractor's payroll taxes. The prices hereunder do not includes sales, use,

excise, ad valorem, property or other taxes, other than taxes based on income, now or hereafter imposed directly or indirectly, by any governmental authority or agency with respect to this Contract and the Services provided and materials furnished hereunder. Owner shall pay directly or reimburse Contractor for any such taxes that Contractor may be required to pay, including without limitation, sales and/or use taxes that Contractor may be required to pay, under Applicable Law, in connection with Contractor's purchase or use, in performing the Services hereunder, of equipment, supplies, material and/or subcontracted services.

Default and Termination. Either party may terminate this Agreement by immediate written notice if the other has failed to comply with a material term, provided that the non-defaulting party has first given the defaulting party written notice to cure their default within forty-five (45) days ("Cure Period") and the defaulting party has not done so. If a default cannot be cured within the Cure Period days, the parties may agree an extension as long as the defaulting party provides evidence within the Cure Period that it has commenced a cure and is pursuing it diligently. In the event of any termination, Contractor shall be paid for all services rendered and materials supplied (including materials specifically manufactured/made for the Owner that have yet to be supplied), if any, through the date of termination. For purposes of this section, the failure of the Owner to pay Contractor in accordance with the payment terms of this Contract shall be considered such a substantial failure. In the event of a substantial failure on the part of the Owner, Contractor, in addition to the right to terminate set forth in this paragraph, may also elect to suspend work until the default in question has been cured. No delay or omission on the part of either party in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion. The effectiveness of a termination by Owner will be conditioned upon receipt by Contractor of such payment for all services rendered and materials supplied (including materials specifically manufactured/made for the Owner that have yet to be supplied), if any, through the date of termination. If Owner incurs costs for damages due to a default of the Contractor that results in termination of this Agreement, Owner may deduct such costs or damages from the final payment due to Contractor. Such deduction will not exceed the final payment owed to Contractor and will constitute a full and final settlement between Owner and Contractor for any and all claims against Contractor by Owner and a release by Owner of any and all further claims against Contractor.

Indemnification. To the maximum extent permitted by law, each party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other party and their respective successors and assigns (each is referred to herein as an "Indemnified Party") against any and all liability for damages, costs, losses, and expenses, including reasonable attorney's fees, resulting from any claim asserted by a third party against the Indemnified Party for wrongful death, bodily injury and/or property damage, but only to the extent caused by the willful or negligent acts or omissions of the Indemnifying Party.

Contractor's Liability. The Contractor's maximum liability for all claims under this Agreement shall not exceed an amount equal to the Contract Price for the year in which the claim arises. Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable, either directly or indirectly, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit even if such party has been advised of the possibility of such damages. Contractor is only liable for environmental regulatory fines and penalties imposed by environmental regulatory bodies that result after the Contract Effective Date and only to the extent said violations are directly attributable to Contractor's breach of its contractual obligations hereunder. Prior to settlement or payment of any such fines or penalties, Contractor reserves the right to contest any actions, suits or proceedings for violations through administrative procedures or otherwise. If the Facility loading exceed its design parameters or if influent contains: i) abnormal, toxic or other substances which cannot be removed or treated by the existing Facility; or ii) discharges which violate applicable ordinances, Contractor will use its best efforts to maximize performance of the Facility but shall not be responsible for associated effluent characteristics or damages, fines or penalties which result.

Insurance. Contractor shall procure and maintain through the period of this Contract, at Contractor's own cost and expense (a) general liability insurance in the amount of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate; and (b) worker's compensation insurance in accordance with all statutory requirements.

Disclosure of Information and Cooperation of the Parties. (a) Each party agrees that it has disclosed, and it will continue to disclose, any and all information it now has, or may have in the future, to the extent that such information is relevant to the other party in performing its duties and obligations hereunder; (b) Each party hereto agrees that it

will cooperate in good faith with the other and its agents, employees, representatives, officers, contractors and subcontractors to facilitate the performance of the mutual obligations set forth in this Contract.

No Third Party Beneficiaries. This Contract is entered into solely between, and may be enforced only by the Contractor and Owner; and this Contract shall not be deemed to create any rights in third parties, including clients, suppliers, or customers of a party, or to create any obligations of a party to any such third parties.

Notices. Wherever under this Contract one party is required or permitted to give notice to the other party, such notice shall be in writing and shall be delivered personally, sent by facsimile transmission, sent by nationally recognized express courier or sent by certified, registered, first class mail, postage prepaid, but not by electronic mail. Notices required to be given to the parties by each other will be addressed to:

Contractor:
Inframark, LLC
2 Renwick Street
Newburgh, Mew York 12550
Attn: Michael Batz

With copy to

Inframark, LLC
220 Gibraltar Road, Suite 200
Horsham, PA 19044
Attn: Legal Department

Owner:

_____

_____

_____

Attn: _____

Any such notice shall be deemed given when actually received when delivered either personally, by facsimile transmission or by express courier, or if mailed, on the fifth day after its mailing, postage prepaid to the recipient party.

Governing Law and Venue. This Contract and performance under it shall be governed by and construed in accordance with the laws of Texas.

Dispute Resolution. In the event of any disputes, the parties shall first attempt to resolve the situation by good faith discussions in a timely manner. If the dispute cannot be resolved within forty-five (45) days, the parties shall mediate their dispute before a mediator acceptable to both parties, if they cannot agree, they shall ask the Director of the Federal Mediation and Conciliation Service to nominate a mediator. The parties shall bear their own costs of the mediation but the parties shall share equally the costs of the mediator and the mediation facilities. If the parties are unable to resolve any disputes in accordance with 8.1 above, either party may request that such dispute be submitted for binding arbitration, which shall be governed by the rules of the American Arbitration Association or such other rules as the parties may agree. The parties agree that any judgment issued as a result of arbitration may be entered in the court having jurisdiction thereof. The parties agree that arbitration shall be the exclusive means to settle any dispute, controversy or claim arising out of this Agreement.

Independent Contractor. The relationship of Contractor to Owner is that of independent contractor for all purposes under this Contract. This Contract is not intended to create, and shall not be construed as creating, between Contractor and Owner, the relationship of principal and agent, joint venturers, co-partners or any other similar relationship, the existence of which is hereby expressly denied.

Amendments. The parties may only modify this Contract by a written amendment signed by both parties.

Non-Solicitation. Neither party may actively solicit, for hire, the employees of the other party during the term of this Agreement.

Severability. If any provision of this Contract is found to be illegal or unenforceable, such provision will be severed from this Contract and the other provisions will remain effective and enforceable to the greatest extent permitted by law.

Successors and Assigns. Neither Owner or Contractor shall assign, sublet, or transfer any rights under or interest in this Contract without the prior written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Notwithstanding the foregoing, Contractor may assign its rights and obligations under this Contract to an affiliate upon the written notice to Owner.

ATTACHMENT "A"
DESCRIPTION OF SERVICES

Contractor shall provide operational and technical assistance for Owner's drinking water supply. To assist with the evaluation of the water characteristics and operations during the scheduled shut down of the current aqueduct water source, Contractor shall assist in changing to the Brown pond water source. This assistance will be provided by Contractor's team of experienced water operators, laboratory personnel, and staff engineers. All process decisions will remain the responsibility of Owner's designated operator in charge.

ATTACHMENT "B"
RATE SCHEDULE

Contractor shall provide the Services set forth in Attachment "A" at the following rates:

- $123.75 per hour for Contractor's local water operators, laboratory personnel, and staff engineers;
- $123.75 per hour plus travel and lodging costs for Contractor's out-of-state water operators, laboratory personnel, and staff engineers;
- $112.50 per hour from 7:00 AM through 4:00 PM on Monday through Friday for Contractor's NYS grade IA operator. This rate will be increased for $168.75per hour for any services performed on holidays or outside 7:00 AM through 4:00 PM on Monday through Friday; and
- $90.00 per hour from 7:00 AM through 4:00 PM on Monday through Friday for Contractor's NYS grade IIA operator. This rate will be increased for $135.00 per hour for any services performed on holidays or outside 7:00 AM through 4:00 PM on Monday through Friday.

ATTACHMENT "C"
BASELINE CONDITIONS

RESOLUTION NO. _____ - 2018

OF

OCTOBER 22, 2018

A RESOLUTION AUTHORIZING A FIFTEEN MONTH EXTENSION OF TIME TO REHABILITATE THE PREMISES KNOWN AS 132 THIRD STREET (SECTION 18, BLOCK 9, LOT 14) IN THE CITY OF NEWBURGH

WHEREAS, the City of Newburgh conveyed the premises located at 132 Third Street, more accurately described as Section 18, Block 9, Lot 14 on the Official Tax Map of the City of Newburgh, by deed dated November 4, 2016; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about May 4, 2018; and

WHEREAS, the City Manager granted the three month extension permitted by the terms of sale, which extension expired on August 4, 2018; and

WHEREAS, James Gibbons of 144 Tercera Corp., the owner of property located at 132 Third Street in the City of Newburgh, is unable to comply with the deadline, but has attempted a good faith effort and intent to complete the rehabilitation; and

WHEREAS, Mr. Gibbons purchased from the City and successfully completed the rehabilitation of 130 Third Street for which City Council authorized a release by Resolution No. 221-2018 of August 13, 2018, and the appropriate departments recommend that the requested extension for 132 Third Street be granted; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its future development to grant said extension;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that James Gibbons of 144 Tercera Corp. be granted a fifteen (15) month extension to rehabilitate the premises known as 132 Third Street in the City of Newburgh; and

BE IT FURTHER RESOLVED; that such rehabilitation must be completed on or before January 4, 2020, that being fifteen (15) months from the date previously granted by the City Manager.

CITY OF NEWBURGH

Building Department

123 Grand Street Newburgh, New York 12550
(845) 569-7400/Fax (845) 569-0096
www.cityofnewburgh-ny.gov

TO: Michele Kelson, Corporation Counsel

FROM: William F. Horton, Assistant Fire Chief/Building Inspector

MEETING DATE: August 15, 2018

SUBJECT: 132 Third Street, Request for Extension

Following a review of the building file, a site inspection and speaking to David Kohl, progress on the project has been continuing at a reasonable pace. The owner is working towards completion of the renovation and his request for an extension is reasonable and supported by my office.

Thank you.

Talerico, Donna

From: Kohl, David
Sent: Friday, September 28, 2018 3:54 PM
To: Talerico, Donna
Subject: RE: Rehabilitation Status Update - 132 Third Street
Attachments: 130 Third Street Before & After.pdf

To Office of the Corporation Counsel:

I would strongly recommend granting an extension to Mr. Gibbons (144 Tercera Corp.) for 132 Third Street.

Mr. Gibbons acquired both 130 and 132 Third Street from the City at the same time in November of 2016. Both buildings had been abandoned for years; both buildings needed extensive renovation work. Mr. Gibbons chose to work on 130 Third first. He thought he would have enough time to also complete 132 Third Street with the allotted time frame. 130 Third Street proved more challenging than he originally thought but he persevered. He successfully completed work on 130 Third Street in the early part of 2018. Mr. Gibbons did a beautiful job with its restoration. ("Before" and "After' photos have been attached.)

Mr. Gibbons has already begun work on 130 Third Street. He is committed to making the restoration of 132 Third Street as high quality as 130 Third Street. His work has made a visible difference on a block that sorely needed attention.

Again, I recommend that he is given an extension so that he can complete this project.

David

David Kohl
Economic Development Specialist
City of Newburgh
Planning & Development
123 Grand Street, 1st Floor
Newburgh, NY 12550
(845)-569-7387

From: Talerico, Donna
Sent: Friday, September 28, 2018 12:16 PM
To: Kohl, David <DKohl@cityofnewburgh-ny.gov>
Subject: FW: Rehabilitation Status Update - 132 Third Street

Hi David. This is on my collectibles pile. Bill has responded and the owner just came in. Can you please respond as soon as you can? THANKS MUCH! ☺

From: Talerico, Donna
Sent: Wednesday, August 15, 2018 9:25 AM
To: Horton, William <WHorton@cityofnewburgh-ny.gov>; Kohl, David <DKohl@cityofnewburgh-ny.gov>
Subject: Rehabilitation Status Update - 132 Third Street

Good Morning. Attached is memo requesting rehab status update relative to the above-referenced property.

THANKS MUCH!

Donna E. Talerico
Administrative Assistant
Office of the Corporation Counsel
The City of Newburgh
83 Broadway, City Hall
Newburgh, NY 12550
Tel: (845) 569-7336
Fax: (845)569-7338
dtalerico@cityofnewburgh-ny.gov

please consider the environment before printing this mail
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RESOLUTION NO.: _____-2018

OF

OCTOBER 22, 2018

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO YOUSEF K. HABIBIAN TO THE PREMISES KNOWN AS 268 WASHINGTON STREET (SECTION 35, BLOCK 3, LOT 40)

WHEREAS, on November 26, 2002, the City of Newburgh conveyed property located at 268 Washington Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 35, Block 3, Lot 40, to Yousef K. Habibian; and

WHEREAS, Mr. Habibian has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, it has been determined that such release be granted; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 268 Washington Street, Section 35, Block 3, Lot 40 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated November 26, 2002, from THE CITY OF NEWBURGH to YOUSEF K. HABIBIAN, recorded in the Orange County Clerk's Office on January 29, 2003, in Liber 6171 of Deeds at Page 245 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2018

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Pursuant to Res. No.: _____ -2018

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

On the ____ day of _____ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

RECORD & RETURN TO:

RESOLUTION NO.: _____ - 2018

OF

OCTOBER 22, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A DONATION OF A MEMORIAL BENCH COMMEMORATING THE MEMORY OF TONY DI BENEDETTO

WHEREAS, in 1991, Tony Di Benedetto moved to Newburgh following World War I and living in Madrid, Spain for 40 years and purchased and renovated a home on East Parmenter Street, where, according to his obituary, "The drug dealers found him to be difficult. The stray cats found him to be most generous"; and

WHEREAS, in the last decades of his life, he spent much of his time on Liberty Street in what is now the community that he had known in Spain – "friendly, interesting, and with a wonderful café right around the corner where he ate each day"; and

WHEREAS, his friends wish to celebrate his life with the installation of a bench, which is a replica of the Madrid city benches and fabricated in Newburgh, in front of 115 Liberty Street, where he frequented in the last years of his life; and

WHEREAS, this Council deems it to be in the best interests of the City of Newburgh to accept such donation and installation at no cost to the City;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to accept a memorial bench commemorating and honoring the memory of Tony Di Benedetto for the impression he made on his neighborhood and his community with the appreciation and thanks of the City of Newburgh and its citizens to the friends of Tony Di Benedetto.

RESOLUTION NO.: _____- 2018

OF

OCTOBER 22, 2018

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 145 CHAMBERS STREET (SECTION 18, BLOCK 4, LOT 17) AT PRIVATE SALE TO DIMAS MERO FOR THE AMOUNT OF $35,000.00

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 145 Chambers Street, being more accurately described as Section 18, Block 4, Lot 17 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 January 25, 2019, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
145 Chambers Street	18 – 4 – 17	Dimas Mero	$35,000.00

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
145 Chambers Street, City of Newburgh
(SBL: 18-4-17)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of **2018-2019**, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year **2018-2019**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE**. **The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration**.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.

7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey

its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
20. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **$3,500.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

Proposal Form

Contact Information:

Name: DIMAS MERO
Business Name (If Applicable): _____
Address: 1350 HERSHELL ST
City, State & Zip: BRONX NY 12461
Home phone: — SAME —
Business Phone: _____
Mobile Phone: 646 2287723
E-mail: DIMASMERO@gmail.com
Federal I.D. No. (If Applicable): _____

Property Ownership Information:

Do you own – as an individual, member of an LLC, partner in a partnership, or officer in a corporation - any properties in the City of Newburgh? Yes ✓ No ___

If you own property in the City of Newburgh, are any of these properties vacant and/or currently listed on the City of Newburgh's Vacant Building Registry? Yes ____ (attach explanation) No ✓ N/A ____ (No property owned in the City of Newburgh)

If you own property in the City of Newburgh, are any of these properties rented? Yes ✓ No ____ N/A ____ (No property owned in the City of Newburgh) If yes, do you have a current Rental License for each of the rental properties? Yes ___ No ✓ *****
☐ Verified (Internal Office Use Only); Date Verified: _____

***** I am applying for the rental license this week.

Please list **all** of the addresses of properties you own – as an individual, member of an LLC, partner in a partnership, or officer in a corporation - in the City of Newburgh. Also indicate if any of these properties are vacant or rented. (You may attach a list of the properties if the space below is inadequate.): 33 Chambers Street, Newburgh, NY 12550 - Rented
177 Liberty Street, Newburgh, NY 12550 - Being Repaired

Are you current on all municipal obligations (taxes, water charges, etc.)?
Yes ✓ No ___ (attach explanation) N/A ___ (No property owned in City of Newburgh)
☒ Verified (Internal Office Use Only); Date Verified 10/3

Do you have any outstanding code violations for properties owned in the City of Newburgh?
Yes ____ (attach explanation) No ✓ N/A ___ (No property owned in City of Newburgh)
☒ Verified (Internal Office Use Only); Date Verified 10/3

Have you had a previous tax foreclosure on a property owned by you in the City of Newburgh? Yes _____ (attach explanation) No ✓

Individual Property Bid Sheet

Information on Bid Property:
(If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Please limit the total number of properties to a maximum of **three (3)**. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 145 Chambers

S-B-L#: 018.000-0004-017.00

Type of Project:

✓ Single Family (includes a condominium unit)

____ Multi-Family (# of Units___)

____ Mixed Use (Commercial & Residential - # of Residential Units ___)

For the property types listed above, will it be occupied by the purchaser: Yes___ No✓

____ Commercial ____ Industrial

____ Vacant Land (Proposed Use: _____)

Offer Purchase Price: $ 35,000
(An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank.)

Does or will your proposal conform to existing zoning? Yes✓ No____

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: **$** 73,454.50

Who will be doing the work? X Self ___Other (complete below)

Please keep in mind that the City of Newburgh requires electrical and plumbing work to be performed by City of Newburgh licensed electricians and plumbers.

General Contractor: _____
Architect: _____
Engineer: _____

Finances:
(Applicant should provide not only sources of funding for the purchase of the property but also sufficient funding for the rehabilitation and/or development of the property.)

I am providing:
- X Personal Financial Statement
- ___ Letter from Lender/Investor
- ___ Personal or Business Bank Statement
- ___ Evidence of project funding
- ___ Developers should provide three years financial statements

What You Should Attach:

- Description of renovation plan with preliminary budget
- Verification of financial capacity
- Explanation of any tax delinquency/code violations/vacant building (if applicable)

Business Relationship:

Have you had a "business relationship" as defined in Chapter 34, Article 2 (B) (2) of the municipal code, with any City elected official in the 12 months prior to the due date of this proposal? Yes____ No X

INFORMATION RELEASE:

It is our intent that all personal financial information submitted with this proposal to the Department of Planning and Development shall be considered confidential. I hereby authorize the City of Newburgh Department of Planning and Development to obtain credit reports (by completing a PathStone Credit Report Authorization Form) and verify information supplied as part of this proposal. All information provided is true and accurate to the best of my knowledge. By signing, you also acknowledge reading and reviewing the "Standard Terms and Conditions of Sale".

Signature _____ Date 9/17/2018

DIMAS MERO
Print Name

Submit Application to:

Department of Planning & Development
123 Grand Street, 1st Floor
Newburgh NY 12550

River | Realty Services, Inc.

Kerly Scialpi
845.597.4617 direct
845.564.2800 x117 office | 845.564.0700 fax
E-mail: Kscialpi@riverrealty.com

PURCHASE AGREEMENT

Date: 9/17/18

I (We) Dimas Mero propose to purchase 1350 Herschell St Bronx - NY 10461 owned by city of Newburgh - NY

Terms of the offer as follows:

"Cash as is"

Purchase Price:	$35,000
Seller Concession (if applicable)	- 0 -
Amount due on contract signing:	$ 3,500 -
Mortgage Down Payment (LTV _____ %):	- 0 -
Amount due at closing:	$ 31,500
Contracts to be signed on or about:	A.S.A.P.

Closing to be (_____ on or about) or (__X__ on or before): 10/17/18

Personal Property included in sale: None

This sale is contingent upon (__X__) attorney review of a formal contract, (_____) buyer to perform an engineer inspection within (_____) days, (__X__) clear title, and as follows: city owned - Need clear Title.

The sale is contingent upon purchaser securing a N/A mortgage commitment in the amount of N/A.

The parties hereby agree that RIVER REALTY SERVICES, INC. in cooperation with _____ is (are) the recognized broker (s) who affected this "meeting of the minds" and will be paid the brokerage commission of _____ by the seller on or before closing.

THE ABOVE TERMS AND CONDITIONS ARE AGREED UPON SUBJECT TO ATTORNEY REVIEW AND FORMAL CONTRACT OF SALE. RECEIPT OF A COPY OF THIS PRELIMINARY AGREEMENT IS HEREBY ACKNOWLEDGED BY ALL PARTIES:

X _____	_____
Purchaser _____	Seller _____
_____	_____
Purchaser _____	Seller _____
_____	_____
Purchaser Address	Seller Address
_____	_____
Purchaser Phone	Seller Phone
_____	_____
Purchaser Attorney	Seller Attorney
_____ / _____	_____ / _____
Purchaser Attorney Phone / E-mail	Seller Attorney Phone / E-mail:

Agent Name: _____ of River Realty Services, Inc.
Phone: _____ Fax: _____
Email: _____

Listing Agent: _____ of _____
Phone: _____ Fax: _____
Email: _____

New York State Disclosure Form for Buyer and Seller

function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. A designated sales agent cannot provide full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Kerly Scialpi of River Realty Services Inc.

(Print Name of Licensee) *(Print Name of Company, Firm or Brokerage)*

a licensed real estate broker acting in the interest of the:

☑ Seller as a (*check relationship below*)

- ☐ Seller's Agent
- ☐ Broker's Agent

☐ Buyer as a (*check relationship below*)

- ☐ Buyer's Agent
- ☐ Broker's Agent

☐ Dual Agent

☐ Dual Agent with Designated Sales Agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

☐ Advance Informed Consent Dual Agency

☐ Advance Informed Consent to Dual Agency with Designated Sales Agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the buyer; and _____ is appointed to represent the seller in this transaction.

(I) (We) _____ acknowledge receipt of a copy of this disclosure form:

Signature of ☑ Buyer(s) and/or ☑ Seller(s):

_____ _____

_____ _____

Date: _____ Date: _____

Buyer: Dimas Miro
Property: 145 Chambers Street, Newburgh, NY 12550

REPAIR COST ESTIMATE AND SCHEDULE				
EXTERIOR	**ESTIMATED START DATE (I.E., NOVEMBER 2018)**	**ESTIMATED MATERIAL COST (Number of items x cost)**	**ESTIMATED LABOR COST**	**TOTAL COST (MATERIALS + LABOR)**
ROOF	November-18	$600.00	$800.00	$1,400.00
GUTTERS/DOWNSPOUTS	November-18	$400.00	$1,200.00	$1,600.00
WINDOWS	November-18	$1,800.00	$2,400.00	$4,200.00
DOORS	November-18	$550.00	$900.00	$1,450.00
SIDING/TRIM/EXTERIOR PAINTING				$0.00
FOUNDATION				$0.00
STEPS, PORCHES, DECKS	November-18	$1,400.00	$3,000.00	$4,400.00
LANDSCAPING	November-18	$250.00	$100.00	$350.00
OTHER:	November-18			$0.00
EXTERIOR REPAIR SUBTOTAL		$5,000.00	$8,400.00	$13,400.00
INTERIOR	**ESTIMATED START DATE (I.E., NOVEMBER 2018)**	**ESTIMATED MATERIAL COST (Number of items x cost)**	**ESTIMATED LABOR COST**	**TOTAL COST (MATERIALS + LABOR)**
CLEAN-OUT, INTERIOR DEMOLITION	November-18	$0.00	$1,300.00	$1,300.00
REMEDIATION - LEAD AND/OR ASBESTOS				$0.00
HEATING SYSTEM (FURNACES)	November-18	$2,800.00	$4,000.00	$6,800.00
HOT WATER HEATERS	November-18	$500.00	$375.00	$875.00
PLUMBING	November-18	$1,100.00	$3,000.00	$4,100.00
ELECTRIC	November-18	$3,500.00	$6,000.00	$9,500.00
BATH(S)	November-18	$2,000.00	$4,500.00	$6,500.00
KITCHEN(S)	November-18	$8,000.00	$2,600.00	$10,600.00
INSULATION/DRYWALL	November-18	$1,400.00	$3,200.00	$4,600.00
INTERIOR DOORS	November-18	$800.00	$750.00	$1,550.00
TRIM/INTERIOR PAINTING	November-18	$680.00	$750.00	$1,430.00
FLOORING	November-18	$900.00	$4,400.00	$5,300.00
OTHER:	November-18	$140.00	$1,900.00	$2,040.00
INTERIOR REPAIR SUBTOTAL		$21,820.00	$32,775.00	$54,595.00
SOFT COSTS: ASBESTOS/LEAD TESTING, SURVEY, ARCHITECT, ETC.				$0.00
CONTINGENCY AMOUNT (PERCENTAGE OF TOTAL - 10%, 15%, 20%)		10%		$5,459.50
TOTAL (WITH APPLICABLE SOFT COSTS & CONTINGENCY				$73,454.50

JANE STREET GROUP, LLC
250 VESEY STREET, 6TH FLOOR
NEW YORK, NY 10281

DIMAS MERO
[redacted]

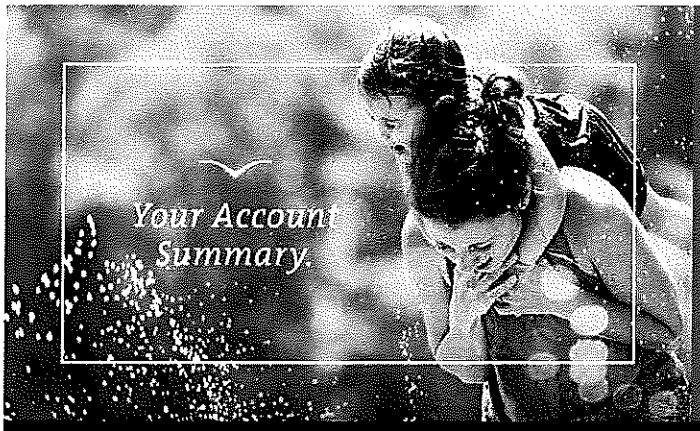
ALERUS
CALL CENTER 800.433.1685
MON FRI 7 a.m. 6 p.m. CT
ALERUSRB.COM

PERIOD
04.01.2018 — 06.30.2018
[redacted]

YOUR ACCOUNT BALANCE
$231,974.59

YOUR PERSONAL RATE OF RETURN[1]

This Period	Year To Date
2.37%	**1.53%**



Beginning Balance on 04.01.2018	$221,777.20
Contributions	4,900.02
Gain/Loss	5,297.37
Distributions	0.00
Fees/Expenses	0.00
Other	0.00
Ending Balance on 06.30.2018	$231,974.59
Vested Balance	$231,974.59

CURRENT ACCOUNT BALANCE
$231,974.59

PROJECTED ACCOUNT BALANCE AT RETIREMENT
$3,050,492.81

ESTIMATED MONTHLY WITHDRAWAL AT RETIREMENT
$13,944.07

This is an estimate of the amount that you may expect to withdraw from your account each month, beginning at retirement age and ending at age 90. This estimate is not a guarantee of future income. This is a hypothetical illustration which may help you when planning for retirement and is not a guarantee of a future account balance or income. Your actual account balance and income at retirement will vary based upon a number of factors. We have used the following assumptions for the illustration, starting with your current account balance:

- Your retirement age will be the latter of age 65 or one year from this statement date.
- Contributions are based upon the amount contributed to your account during the last 12 months, increased by 2.1% annually. Rollovers are excluded.
- You will not borrow or withdraw from your account.
- A Monte Carlo analysis estimates your balance at retirement reflecting a 50% probability of an outcome. It assumes that you continue your current investments until 10 years prior to retirement, then reduce your equity holdings systematically each year to arrive at 25% equity exposure at retirement.
- The monthly withdrawals will deplete your entire account by age 90.
- Your balance at retirement is not adjusted for inflation. This sum would be smaller if discounted to today's present value.
- Your remaining account balance is assumed to have a 5% return each year in retirement until age 90.

MESSAGE CENTER

RETIREMENT READINESS.
Alerus offers a wide range of tools to help you achieve a successful retirement. Log into alerusrb.com and click on Resource Library to access various financial calculators. To access MasteryPOINT retirement readiness tools, including Strategy Builder, click managing your retirement made easy from the left side menu.

IS YOUR INFORMATION UP-TO-DATE?
Participants should review personal information on both statements and on the participant website. Log into your account and click My Profile to access your Profile Summary and Status. These data points can factor into retirement projections and should be verified. Contact human resources if you need to make changes.

[1] Your personal rate of return is calculated using the Modified Dietz Method which assumes a constant rate of return for the period, weighting each cash flow by the time held and the relative balances in each investment.

SUMMARY BY SOURCE

SOURCE	CONTRIBUTIONS THIS PERIOD	CONTRIBUTIONS YEAR TO DATE	ENDING BALANCE
Employee 401(K) Deferrals	$2,800.02	$5,600.04	$147,274.08
Employer Safe Harbor Match	$2,100.00	$4,200.00	$74,624.91
Employee Rollover	$0.00	$0.00	$10,075.60
TOTAL	**$4,900.02**	**$9,800.04**	**$231,974.59**

ACCOUNT SUMMARY BY FUND

Fund Name	Beginning Balance	Contributions	Gain/ Loss	Distributions	Fees/ Expenses	Other	Ending Balance	Ending Price Per Share	Ending Shares
[redacted]	121,597.70	[redacted]		0.00	0.00	0.00	128,228.67	[redacted]	
	22,401.40			0.00	0.00	0.00	22,905.82		
	20,587.02			0.00	0.00	0.00	22,401.12		
	20,133.65			0.00	0.00	0.00	21,638.54		
	20,560.68			0.00	0.00	0.00	19,908.01		
	8,950.62			0.00	0.00	0.00	9,332.06		
	7,535.79			0.00	0.00	0.00	7,550.00		
	10.34			0.00	0.00	0.00	10.37		
TOTAL	**$221,777.20**	**$4,900.02**	**$5,297.37**	**$0.00**	**$0.00**	**$0.00**	**$231,974.59**		

Purchase Proposal Summary

Location:	**145 Chambers Street (west side between Farrington and South Street)**
Tax Map Number:	18-4-17
Property Class:	210—One Family Residential
Zoning:	RM—Medium Density Residential; EEHD—East End Historic District
Description:	1-family, 2-story, semi-attached building; Year built: 1900; 1848sf; lot size 25 x 100.
Condition:	Poor
Assessed Value:	$ 42,400
Selling Price:	$ 34,900
Annual Taxes:	$ 2,150 +/-

The city acquired this property: April 2017

Offer Information:

Name:	Dimas Mero
Offer Price:	**$ 35,000**
Construction Estimate:	$ 73,000+/-
Funding Source:	Alerus accounts.

Comments: The purchaser plans to extensively renovate 145 Chambers Street. Mr. Mero intends to rent out the building when the renovations are complete.

The house needs considerable work—as can be seen by the photos and the repair estimates - to make it habitable once again. It has been vacant for several years.

Mr. Mero is in the process of renovating another building in the City of Newburgh—177 Liberty Street. He also helped renovate 33 Chambers Street - where he lived briefly—but now rents out the house. He and his cousin work with his uncle, an experienced contractor, to help renovate the properties that they purchase.

HGMLS

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RESOLUTION NO.: _____ - 2018

OF

OCTOBER 22, 2018

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 51 COURTNEY AVENUE (SECTION 48, BLOCK 11, LOT 10) AT PRIVATE SALE TO ARAHM LEE FOR THE AMOUNT OF $49,900.00

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 51 Courtney Avenue, being more accurately described as Section 48, Block 11, Lot 10 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said 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 January 25, 2019, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
51 Courtney Avenue	48 – 11 – 10	Arahm Lee	$49,900.00

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
51 Courtney Avenue, City of Newburgh
(SBL: 48-11-10)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of **2018-2019**, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year **2018-2019**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE**. **The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration**.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.

7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey

its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
20. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **$4,990.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

Proposal Form

Contact Information:

Name: Arahm Lee
Business Name (If Applicable): _____
Address: 27 Mountain Ave.
City, State & Zip: Cold Spring, NY 10516
Home phone: _____
Business Phone: 646.221.7080
Mobile Phone: 646.221.7080
E-mail: a.ram.nyce@gmail.com
Federal I.D. No. (If Applicable): _____

Property Ownership Information:

Do you own – as an individual, member of an LLC, partner in a partnership, or officer in a corporation - any properties in the City of Newburgh? Yes___ No_X_

If you own property in the City of Newburgh, are any of these properties vacant and/or currently listed on the City of Newburgh's Vacant Building Registry? Yes ____ (attach explanation) No ____ N/A _X_ (No property owned in the City of Newburgh)

If you own property in the City of Newburgh, are any of these properties rented? Yes ____No____ N/A _X_ (No property owned in the City of Newburgh) If yes, do you have a current Rental License for each of the rental properties? Yes ___ No ___
☐ Verified (Internal Office Use Only); Date Verified: _____

Please list **all** of the addresses of properties you own – as an individual, member of an LLC, partner in a partnership, or officer in a corporation - in the City of Newburgh. Also indicate if any of these properties are vacant or rented. (You may attach a list of the properties if the space below is inadequate.): _____
_____
_____

Are you current on all municipal obligations (taxes, water charges, etc.)?
Yes ____ No ___ (attach explanation) N/A _X_ (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified _____

Do you have any outstanding code violations for properties owned in the City of Newburgh?
Yes____ (attach explanation) No _X_ N/A _X_ (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified _____

Have you had a previous tax foreclosure on a property owned by you in the City of Newburgh? Yes _____(attach explanation) No _X_

Individual Property Bid Sheet

Information on Bid Property:
(If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Please limit the total number of properties to a maximum of **three (3)**. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 51 Courtney Ave.

S-B-L#: _____

Type of Project:

X Single Family (includes a condominium unit)

____ Multi-Family (# of Units___)

____ Mixed Use (Commercial & Residential - # of Residential Units ___)

For the property types listed above, will it be occupied by the purchaser: Yes___ No X

____ Commercial ____ Industrial

____ Vacant Land (Proposed Use: _____)

Offer Purchase Price: $ $49,900
(An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank.)

Does or will your proposal conform to existing zoning? Yes X No____

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: **$** $35,000

Who will be doing the work? ____Self X Other (complete below)

Please keep in mind that the City of Newburgh requires electrical and plumbing work to be performed by City of Newburgh licensed electricians and plumbers.

General Contractor: Alex Magalhaes
Architect: _____
Engineer: _____

Finances:
(Applicant should provide not only sources of funding for the purchase of the property but also sufficient funding for the rehabilitation and/or development of the property.)

I am providing:
___ Personal Financial Statement
___ Letter from Lender/Investor
__√__ Personal or Business Bank Statement
___ Evidence of project funding
___ Developers should provide three years financial statements

What You Should Attach:

- Description of renovation plan with preliminary budget
- Verification of financial capacity
- Explanation of any tax delinquency/code violations/vacant building (if applicable)

Business Relationship:

Have you had a "business relationship" as defined in Chapter 34, Article 2 (B) (2) of the municipal code, with any City elected official in the 12 months prior to the due date of this proposal? Yes____ No__√__

INFORMATION RELEASE:

It is our intent that all personal financial information submitted with this proposal to the Department of Planning and Development shall be considered confidential. I hereby authorize the City of Newburgh Department of Planning and Development to obtain credit reports (by completing a PathStone Credit Report Authorization Form) and verify information supplied as part of this proposal. All information provided is true and accurate to the best of my knowledge. By signing, you also acknowledge reading and reviewing the "Standard Terms and Conditions of Sale".

Signature _____ Date 9/21/16

Print Name Adam Lee

Submit Application to:

Department of Planning & Development
123 Grand Street, 1st Floor
Newburgh NY 12550

River Realty
Services, Inc.

PURCHASE AGREEMENT

Date: 9/20/16

I (We) Arahn Lee, propose to purchase 51 Courtney Ave., owned by City of Newburgh.

Terms of the offer as follows:

Purchase Price:	45,000	$49,900
Seller Concession (if applicable)		
Amount due on contract signing	45.00	
Mortgage Down Payment (LTV ____ %):		
Amount due at closing:	4,500	
Contracts to be signed on or about:		

Closing to be (____ on or about) or (____ on or before): ____

Personal Property included in sale: AS PER MLS

This sale is contingent upon (✓) attorney review of a formal contract, (✓) buyer to perform an engineer inspection within (5) days, (____) clear title, and as follows: ____

The sale is contingent upon purchaser securing a cash mortgage commitment in the amount of Cash.

The parties hereby agree that RIVER REALTY SERVICES, INC. in cooperation with RIVER is (are) the recognized broker (s) who effected this "meeting of the minds" and will be paid the brokerage commission of ____ by the seller on or before closing.

THE ABOVE TERMS AND CONDITIONS ARE AGREED UPON SUBJECT TO ATTORNEY REVIEW AND FORMAL CONTRACT OF SALE. RECEIPT OF A COPY OF THIS PRELIMINARY AGREEMENT IS HEREBY ACKNOWLEDGED BY ALL PARTIES.

Purchaser: Arahn Lee	Seller: ____
Purchaser: ____	Seller: ____
27 Mountain Ave. Cold Spring 10516 Purchaser Address	Seller Address
646.221.7080 Purchaser Phone	Seller Phone
Purchaser Attorney	Seller Attorney
Purchaser Attorney Phone / E-mail	Seller Attorney Phone / E-mail:
Agent Name: Bill Ballantine of River Realty Services, Inc. Phone: 646 726-7791 Fax: Email: WBallantine@RiverRealty.com	Listing Agent: ____ of ____ Phone: ____ Fax: ____ Email: ____

both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller to negotiate the purchase and sale of real estate. A sales agent works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by William Barham (print name of licensee) of River Realty Svc Inc (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

(___) Seller as a (check relationship below)

(✓) Seller's agent

(___) Broker's agent

(___) Buyer as a (check relationship below)

(___) Buyer's agent

(___) Broker's agent

(___) Dual agent

(___) Dual agent with designated sales agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

(___) Advance informed consent dual agency

(___) Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the buyer; and _____ is appointed to represent the seller in this transaction.

(I) (We) Ayahm Lee acknowledge receipt of a copy of this disclosure form: signature of { x} Buyer(s) and/or { } Seller(s):

Date: x 9/20/18

Date: _____

Alex Magalhaes

15 Divison Lane
Cold Spring, NY 10516

DATE: 9/20/18
INVOICE #257

Bill To:
Arahm Lee
27 Mountain Ave.
Cold Spring, NY 10516

PROJECT

Renovation for 51 Courtney Ave., Newburgh, NY 12550

ID	DESCRIPTION	Amount
1	Install sheetrock in bedrooms on second floor and in third floor. Replace cabinets and sink in kitchen. Fix floors in first floor and go over with laminate. Install ceramic floors in both bathrooms. Paint all walls, ceilings and trim. Treat mold in basement with product to kill the mold. Shore up foundation.	$12,000.00
2	Fix all unforseen circumstances with plumbing and electric work:	$10,000.00
3	Scrape peeling paint and then paint and prime exterior of the house in manner consistent with current lead paint removal regulations. Replace wood in three spots in the back of house. Fix flat roof in back of the house to stop leaks.	$13,000.00
	Total	**$35,000.00**

Gmail | Bank of America | Online Bank

Bank of America Corporation [US] | https://secure.bankofamerica.com/myaccounts/brain/redirect.go?source=statements&target=activity...

Bank of America Online Banking

Arahm Lee | Profile & Settings | Saved Items | Sign Out

How can we help you?

Accounts | Bill Pay | Transfer | Send | Special Offers & Deals | Tools & Investing | Open an Account | Help & Support

Rewards Savings - 2605

Summary
Available balance (as of today): $279,143.80
What does this include?
Account balance history »

Features
Overdraft protection: Enroll
More features »

Services
Set up direct deposit
Order checks/deposit slips
Order a statement copy
More services »

Activity | Statements & Documents | Information & Services

All Transactions | View Spending & Budgeting

Enter keyword, amount or mm/dd/yyyy | More options

Newest | Next | Previous | Oldest

Download | Print this view

Posting Date	Description	Type	Status	Amount	Available Balance
09/20/2018	Online Banking Transfer Conf# 5ce24fcac; Lee		C	-6,400.00	279,143.80
09/19/2018	Online Banking transfer to CHK 2982 Confirmation# 3139722848		C	-15,000.00	285,543.80
09/14/2018	Online Banking transfer to CHK 2982 Confirmation# 2297717057		C	-4,900.00	300,543.80
09/12/2018	Deposit		C	305,443.80	305,443.80

Icon legend

Newest | Next | Previous | Oldest

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River Realty

Poughkeepsie, New York

PURCHASE AGREEMENT

Date: 9/20/16

I (We) Arahu Lee, propose to purchase 51 Country Ave, owned by City of Newburgh

Terms of the offer as follows:

Purchase Price:	~~45,000~~	$49,900
Seller Concession (if applicable):		
Amount due on contract signing:	~~500~~	$4990
Mortgage Down Payment (LTV ____ %):		
Amount due at closing:	~~44,500~~	$44,910
Contracts to be signed on or about:		

Closing to be [____ on or about) or [____ on or before): ____

Personal Property included in sale: AS PER MLS

This sale is contingent upon [✓] attorney review of a formal contract, [✓] buyer to perform an engineer inspection within [5] days, [____] clear title, and as follows: ____

The sale is contingent upon purchaser securing a CASH mortgage commitment in the amount of CASH.

The parties hereby agree that RIVER REALTY SERVICES, INC. in cooperation with RIVER is (are) the recognized broker (s) who effected this "meeting of the minds" and will be paid the brokerage commission of ____ by the seller on or before closing.

THE ABOVE TERMS AND CONDITIONS ARE AGREED UPON SUBJECT TO ATTORNEY REVIEW AND FORMAL CONTRACT OF SALE. RECEIPT OF A COPY OF THIS PRELIMINARY AGREEMENT IS HEREBY ACKNOWLEDGED BY ALL PARTIES.

Purchaser: Arahu Lee	Seller:
Purchaser:	Seller:
27 Mountain Ave Cold Spring 10516	
Purchaser Address: 541-221-7080	Seller Address:
Purchaser Phone:	Seller Phone:
Purchaser Attorney:	Seller Attorney:
Purchaser Attorney Phone / E-mail:	Seller Attorney Phone / E-mail:
Agent Name: Bill Barumle of River Realty Services, Inc.	Listing Agent: ____ of ____
Phone: 646 732-7791 Fax:	Phone: ____ Fax: ____
Email: WBarumle@RiverRealty.com	Email: ____

Purchase Proposal Summary

Location:	**51 Courtney Avenue (between Liberty & South Lander)**
Tax Map Number:	48-11-10
Property Class:	210—One Family Residential
Zoning:	RL—Residential Low Density; EEHD—East End Historic District
Description:	Detached single family home—Year built: 1890; 1750sf; 3 bedrooms; 2 baths; lot size: 25 x 100
Condition:	Average/Fair
Assessed Value:	$119,700
Annual Taxes:	$ 6,071+/-
Selling Price:	$ 49,900

The city acquired this property: February 2015

Offer Information:

Name:	Arahm Lee
Offer Price:	**$ 49,900**
Construction Estimate:	$ 35,000 +/-
Proof of Financing:	Bank of America account.
Comments:	This house has been vacant for several years. The City previously had a purchaser for the house but the transaction never closed despite numerous extensions.

The home has three bedrooms and two full baths plus a finished walk-up attic area and a full unfinished basement. All sides of the exterior of the building have a considerable amount of peeling paint. It has been cited for a lead paint violation. This has been a stumbling block for many potential owner-occupant purchasers. The interior also needs some repairs.

The purchaser lives in nearby Cold Spring. He plans to remediate the lead paint and make the necessary interior repairs. After the work is completed, the property will be rented.

Interior Photos

Rear View

RESOLUTION NO.: _____ - 2018

OF

OCTOBER 22, 2018

A RESOLUTION RESCINDING THE AUTHORIZATION CONTAINED IN RESOLUTION NO. 246-2017 OF AUGUST 14, 2017 FOR THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE STABILIZATION OF THE DUTCH REFORMED CHURCH AND NEGOTIATE ON BEHALF OF THE CITY OF NEWBURGH A LAND DEVELOPMENT AGREEMENT WITH ALEMBIC COMMUNITY DEVELOPMENT, COMMUNITY ACCESS AND HESTER STREET COLLABORATIVE IN CONNECTION WITH THE REDEVELOPMENT OF THE DUTCH REFORMED CHURCH, THE CITY CLUB AND 2 MONTGOMERY STREET

WHEREAS, by Resolution No. 246-2017 of August 14, 2017, the City Council of the City of Newburgh authorized the City Manager to enter into a license agreement with Alembic Community Development, and its development partners and contracted agents, to allow access to the Dutch Reformed Church for the purposes of immediate stabilization and to perform related predevelopment activities as necessary and appropriate and further authorized the City Manager to negotiate on behalf of the City of Newburgh a development agreement with Alembic Community Development, Community Access and Hester Street Collaborative for the development of the Dutch Reformed Church, the City Club and 2 Montgomery Street; and

WHEREAS, the City Council has been advised that the transfer of 2 Montgomery Street will require a vote of four-fifths of the 7 member Council or 6 affirmative votes; and

WHEREAS, the City Council has determined that there is an insufficient number of affirmative votes to approve the transfer of 2 Montgomery Street and wishes to devote its resources to explore alternative options for the redevelopment of the Dutch Reformed Church, the City Club and 2 Montgomery Street; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, New York that Resolution No. 246-2017 of August 14, 2017 and the authorization for the City Manager to enter into a license agreement with Alembic Community Development, and its development partners and contracted agents, to allow access to the Dutch Reformed Church for the purposes of immediate stabilization and to perform related predevelopment activities and to negotiate on behalf of the City of Newburgh a development agreement with Alembic Community Development, Community Access and Hester Street Collaborative for the development of the Dutch Reformed Church, the City Club and 2 Montgomery Street be and is hereby rescinded; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh that all proposals received in connection with the Request for Proposals for the redevelopment of the Dutch Reformed Church, the City Club and 2 Montgomery Street (RFP #16.16) be and are hereby rejected.

RESOLUTION NO.: _____ - 2018

OF

OCTOBER 22, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EXTENSION AGREEMENT WITH TBE-MONTGOMERY LLC NOW KNOWN AS TAYLOR-MONTGOMERY, LLC FOR SOLID WASTE DISPOSAL

WHEREAS, by Resolution No. 121-2011 of July 11, 2011, the City Council of the City of Newburgh authorized an agreement with TBE-Montgomery LLC for the disposal of municipal solid waste through a renewable electrical energy process at a substantially lower cost than the City currently pays for disposal of solid waste at the Orange County Transfer Station; and

WHEREAS, the original agreement provided for a start-up period of three years, which ended on December 31, 2014, and by Resolution No. 25-2015 of January 28, 2015, the City Council of the City of Newburgh approved an extension agreement with TBE-Montgomery LLC, TBE-Montgomery LLC which extended the term of the start-up period of the agreement until December 31, 2017 with all remaining terms of the agreement to continue; and

WHEREAS, TBE-Montgomery LLC is now knows as Taylor-Montgomery, LLC and has presented a proposal to extend the term of the start-up period of the agreement for an additional period until April 30, 2021 with all remaining terms of the agreement to continue; and

WHEREAS, this Council has reviewed terms of the extension offer and agreement and finds that the execution of such agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an extension agreement with Taylor-Montgomery, LLC, formerly known as TBE-Montgomery LLC, in substantially the same form as annexed hereto and subject to such other terms and conditions as may be required by the Corporation Counsel, for the disposal of municipal solid waste.

Taylor-Montgomery, LLC
350 Neelytown Road
Montgomery, NY 12549-9900
Telephone: 845.457.4021; Fax:845.457.4003
email: jim.taylor@taylor-montgomery.com

City Manager Michael G. Ciaravino
City of Newburgh, New York
83 Broadway
Newburgh, NY 12550

AND

Corporation Council Michelle Kelson
City of Newburgh
83 Broadway
Newburgh, New York, 12550

August 31, 2018

Dear City Manager Ciaravino;

RE: Municipal solid waste agreement with TBE-Montgomery, LLC

TBE-Montgomery, LLC ("Taylor") entered into a Solid Waste Processing and Disposal Agreement (the "Agreement") with City of Newburgh on July 11, 2011 and amended on January 28, 2015 for a solid waste receiving and recycling, biomass fuel preparation and waste power production facility (the "Facility") to be located in Montgomery, Orange County, NY.

Since that date, TBE-Montgomery, LLC has completed a name change and a merger-consolidation into Taylor-Montgomery, LLC on June 30, 2015 (Legal attached). Taylor also has been diligently developing the Facility and has completed all the required permitting, engineering, and design. Taylor is now in the final stage. We are finalizing a construction contract with a large New York state construction contractor and, with the help of a New York city-based investment bank, are raising all the required financing to build the Facility.

Due to the passage of time, the Agreement between you and Taylor needs to be updated and we would respectfully like you to consider amending it per the attached contract amendment. This amendment update is necessary to be able to raise financing for the Facility by Thanksgiving 2018.

Within our contract and further defined in Section 9.02 both the municipality and Taylor have the right to terminate the contract if they wish to do so upon thirty (30) days written notice. We are requesting the parties (Taylor & City of Newburgh) waive the current agreement right to terminate date and replace it with a proposed new date of April 30, 2021. This provides Taylor the additional time to build out, startup and commission the facility and lock in the twenty-year term at the same cost.

Taylor-Montgomery, LLC
350 Neelytown Road
Montgomery, NY 12549-9900
Telephone: 845.457.4021; Fax:845.457.4003
email: jim.taylor@taylor-montgomery.com

Since the date of our Agreement, much has changed in the waste processing and recycling industries. As I am sure you know, the cost of disposing of waste has only increased due to the decline of the value of recyclable materials such as fiber, glass, plastic and metal as well as the continued shortage of landfill options for municipalities in Orange County and the surrounding counties. As a result, the tipping fees are forecasting higher than they were several years ago.

Our Facility, delayed due to events in the financial markets, remains a viable and cost-effective option for the City of Newburgh. The price in our Agreement ($66/ton) is about 23% lower that prevailing rates in the region. Taylor intends to honor this price in the future. The Agreement allows you to therefore lock in the cost of waste disposal for 20 years at a rate that is below today's rate, a benefit that flows straight to the City of Newburgh and your taxpayers. You will also recall that our facility will create approximately 30 new full-time local union jobs, further helping our local economy.

We would happy to meet you at your convenience to provide you with more details and answer any questions.

Sincerely

James W. Taylor Jr.
President & CEO

Taylor-Montgomery, LLC
350 Neelytown Road
Montgomery, NY 12549-9900
Telephone: 845.457.4021; Fax:845.457.4003
email: jim.taylor@taylor-montgomery.com

City Manager Michael G. Ciaravino
City of Newburgh New York
83 Broadway
Newburgh, New York, 12550

August 31, 2018

Re: Amendment of the Solid Waste Processing and Disposal Agreement (this "Amendment")

Dear City Manager Ciaravino;

Reference is made to the Solid Waste Processing and Disposal Agreement by and between the City of Newburgh (the "Municipality"), and TBE-Montgomery, LLC (the "Contractor") dated on July 11, 2011and January 28, 2018 (the "Agreement"), in connection with a proposed solid waste receiving and recycling, biomass fuel preparation and waste power production facility to be located in Montgomery, Orange County, New York. Capitalized terms used but not defined herein have the meanings provided in the Agreement.

By signing this Amendment, the Municipality and the Contractor agree to amend the Agreement by deleting "December 31, 2017" in Section 9.02 and replacing such date with "April 30, 2021".

Except as expressly amended hereby, all terms and conditions of the Agreement remain in full force and effect. This Amendment shall be governed by the laws of the State of New York (without regard to the principles of conflict of laws).

Very truly yours,

TAYLOR-MONTGOMERY, LLC

By: _____
Name: James W. Taylor Jr.
Title: President & CEO

AGREED AND ACCEPTED:

City of Newburgh

By: _____
Name: Michael G. Ciaravino
Title: City Manager

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through November 19, 2013.

Selected Entity Name: TAYLOR-MONTGOMERY, LLC

Selected Entity Status Information

Current Entity Name: TAYLOR-MONTGOMERY, LLC
DOS ID #: 3479446
Initial DOS Filing Date: FEBRUARY 21, 2007
County: ORANGE
Jurisdiction: NEW YORK
Entity Type: DOMESTIC LIMITED LIABILITY COMPANY
Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

TAYLOR-MONTGOMERY, LLC
350 NEELYTOWN ROAD
MONTGOMERY, NEW YORK, 12549

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address (es) of the original members, however this information is not recorded and only available by viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	$ Value per Share

No Information Available

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
NOV 15, 2013	Actual	TAYLOR-MONTGOMERY, LLC
FEB 21, 2007	Actual	TBE-MONTGOMERY LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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DC-08

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CERTIFICATE OF MERGER
OF
TAYLOR-MONTGOMERY, LLC
AND
TAYLOR RECYCLING FACILITY LLC
INTO
TAYLOR-MONTGOMERY, LLC
Under Section 1003 of the Limited Liability Company Law

FIRST: The name of the constituent limited liability companies are Taylor Recycling Facility LLC, a domestic limited liability company duly formed in the State of New York and Taylor-Montgomery, LLC, a domestic limited liability company duly formed in the State of New York under the name TBE-Montgomery LLC.

SECOND: The Articles of Organization of Taylor Recycling Facility LLC were filed with New York Secretary of State on December 13, 1995 and the Articles of Organization of Taylor-Montgomery, LLC, were filed with the New York Secretary of State under the name TBE-Montgomery on February 21, 2007, which name was changed to Taylor-Montgomery, LLC by filing the Articles of Amendment on November 15, 2013.

THIRD: The Plan of Merger has been approved and executed by each of Taylor Recycling Facility LLC and Taylor-Montgomery, LLC.

FOURTH: The name of the surviving domestic limited liability company is: Taylor-Montgomery, LLC.

FIFTH: The future effective date of the merger, which does not exceed 30 days from the date of filing is June 30, 2015.

SIXTH: No changes to the Taylor-Montgomery, LLC Articles of Organization will be necessary by reason of the merger.

SEVENTH: The Secretary of State is designated as agent of the surviving limited liability company, Taylor-Montgomery, LLC, upon whom process against it may be served. The address to which the Secretary of State shall mail a copy of any process against Taylor-Montgomery, LLC is: 350 Neelytown Rd, Montgomery, New York 12549.

EIGHTH: The Plan of Merger is on file at the following place of business of Taylor-Montgomery, LLC: 350 Neelytown Rd, Montgomery, New York 12549.

NINTH: A copy of the Plan of Merger will be furnished by Taylor-Montgomery, LLC on request and without cost to any member holding an interest in either of Taylor-Montgomery, LLC or Taylor Recycling Facility LLC.

Taylor Recycling Facility LLC
By: _____
James W. Taylor Jr., Manager and President

Taylor-Montgomery, LLC
By: _____
Name: James. W. Taylor, Jr.
Title: Manager and President

1078624/SAH

150624000594

150624000594

CERTIFICATE OF MERGER
OF
TAYLOR-MONTGOMERY, LLC
AND
TAYLOR RECYCLING FACILITY LLC
INTO
TAYLOR-MONTGOMERY, LLC

Under Section 1003 of the Limited Liability Company Law

FILED
2015 JUN 24 PM 2:11

Filed by: Catania, Mahon, Milligram & Rider, PLLC
One Corwin Court
P.O. Box 1479
Newburgh, New York 12550

DC-08

DRAWDOWN

RECEIVED
2015 JUN 23 PM 4:07

lcc
STATE OF NEW YORK
DEPARTMENT OF STATE
FILED JUN 24 2015
TAX $_____
BY: lwc

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STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on June 25, 2015.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/13

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: TAYLOR-MONTGOMERY, LLC

DOCUMENT TYPE: MERGER (DOM LLC) COUNTY: ORAN
PROCESS

FILED:06/24/2015 DURATION:********* CASH#:150624000626 FILM #:150624000594

FILER:
CATANIA, MAHON, MILLIGRAM & RIDER, PLLC
ONE CORWIN COURT, P.O. BOX 1479
NEWBURGH, NY 12550

EFFECT DATE
06/30/2015

ADDRESS FOR PROCESS:
THE LLC
350 NEELYTOWN RD
MONTGOMERY, NY 12549

REGISTERED AGENT:

CONSTITUENT NAME: TAYLOR RECYCLING FACILITY LLC

SERVICE COMPANY: COLBY ATTORNEYS SERVICE COMPANY - 08 SERVICE CODE: 08

FEES	95.00	PAYMENTS	95.00
FILING	60.00	CASH	0.00
TAX	0.00	CHECK	0.00
CERT	0.00	CHARGE	0.00
COPIES	10.00	DRAWDOWN	95.00
HANDLING	25.00	OPAL	0.00
		REFUND	0.00

DOS-1025 (04/2007)

New York State Department of Taxation and Finance

Certificate of Authority

Identification number

26-1172968

(Use this number on all returns and correspondence)

VALIDATED

11/20/2013

Dept of Tax and Finance

TAYLOR-MONTGOMERY, LLC
350 NEELYTOWN RD
MONTGOMERY NY 12549-2837

is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

Nontransferable

This certificate must be prominently displayed at your place of business.
Fraudulent or other improper use of this certificate will cause it to be revoked.
The certificate may not be photocopied or reproduced.

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DTF-17-A (9/10)

RESOLUTION NO.: _____ - 2018

OF

OCTOBER 22, 2018

A RESOLUTION AMENDING RESOLUTION NO. 150-2018 AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH ADAM POLLICK, CHRISTY A. PATTERSON AND JERRY MALDONADO TO ALLOW TREE MAINTENANCE ACTIVITIES ON THE CITY-OWNED PROPERTY KNOWN AS 215 WATER STREET (SECTION 12, BLOCK 3, LOT 1.2)

WHEREAS, the City of Newburgh is the owner of real property located at 215 Water Street, and more accurately described on the official tax map of the City of Newburgh as Section 12, Block 3, Lot 1.2, City of Newburgh, New York; and

WHEREAS, Adam Pollick, Christy A. Patterson, and Jerry Maldonado have requested access to 215 Water Street for the purpose of undertaking tree maintenance activities to prevent further harm to neighboring properties and to enhance Hudson River views; and

WHEREAS, by Resolution No. 150-2018 of June 11, 2018, the City Council authorized a license agreement for access to the property for such purposes; and

WHEREAS, amendments are proposed to the license agreement, which is annexed hereto, and this Council has reviewed the amended license agreement and has determined that entering into the same would be in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement, as amended, with Adam Pollick, Christy A. Patterson, and Jerry Maldonado to allow access to City-owned property known as 215 Water Street for the purpose of performing tree maintenance activities.

LICENSE AGREEMENT

This Agreement, made this _____ day of _____, two thousand and eighteen, by and between ADAM POLLICK, CHRISTY A. PATTERSON, and JERRY MALDONADO, individuals with addresses of 192 Montgomery Street, Newburgh, New York 12550 and 182 Montgomery Street, respectively, as "LICENSEES"; and the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR";

WITNESSETH THAT:

WHEREAS, Licensees desires the license or privilege of gaining access to and performing work upon the premises of Licensor, on behalf of themselves and their employees, volunteers, agents and contractors, known as 215 Water Street, and more accurately described as Section 12, Block 3, Lot 1.2 on the official tax map of the City of Newburgh.

AND WHEREAS, Licensor is willing to give said license or privilege on the following terms and conditions:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions hereinafter contained, it is hereby agreed as follows:

First: Licensor hereby gives to Licensees and Licensees' employees, volunteers, agents and contractors, including but not limited to Four Seasons tree and Landscaping, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at 215 Water Street, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary; for the purposes of and to perform tree maintenance to property owned by Licensor, including but not limited to trimming branches, removing trees, branches and brush and any and all other work appurtenant thereto.

Second: Licensees agree to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby. Licensees agree to notify the Superintendent of Public Works and Conservations Advisory Council upon commencement of tree trimming activities. In the event the Conservations Advisory Council should elect to dispatch a fully-licensed and appropriately credentialed Arborist to survey the property and otherwise flag trees determined to be important or significant, Licensees will communicate to agents and contractors that best efforts should be set forth not to remove said flagged trees. Licensees and Licensee' employees, volunteers, agents and contractors shall not be required to delay, cease or pause commencement or continuance of tree removal and trimming activities should said Arborist not access the subject property in a timely manner.

Third: Licensor acknowledges that the tree maintenance to the subject property shall inure to the benefit of both parties, and shall be satisfactory, adequate and sufficient consideration for the License granted hereunder.

Fourth: Licensees may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which Licensees retain such agents, Licensee and such agents shall name Licensor as additional insured under insurance coverage concerning Licensees' performance of the tasks referenced herein.

Fifth: Licensees hereby agree to defend, indemnify and hold Licensor harmless against any claims, actions and proceedings brought against Licensor arising out of, in connection with and/or relating to Licensees' use of the premises. Licensees have posted evidence of and shall maintain throughout the term of this License public liability insurance naming the Licensor as additional insured in a minimum coverage amount of One Million ($1,000,000.00) Dollars.

Sixth: This Agreement and the license or privilege hereby given shall expire and terminate upon the earlier of November 30, 2018 or completion of the work by Licensees and their agents, employees and contractors, and the restoration of the property to a clean and orderly state and in the same condition as existed prior to the granting of this license, normal wear and tear excepted.

Seventh: It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

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

ADAM POLLICK, CHRISTY A. PATTERSON, and
JERRY MALDONADO
LICENSEES

By: _____
Adam Pollick

By: _____
Christy A. Patterson

By: _____
Jerry Maldonado

Approved as to form:

_____
MICHELLE KELSON
Corporation Counsel

_____

RESOLUTION NO.: _____ - 2018

OF

OCTOBER 22, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH THE NEWBURGH URBAN FARM AND FOOD INITIATIVE FOR THE MANAGEMENT OF THE DOWNING PARK URBAN FARM

WHEREAS, as part of the City of Newburgh Five Year Consolidated Plan, the subsequent Fiscal Annual Action Plans included an allocation of funding for the Downing Park Greenhouse Improvements Project and Downing Park Urban Farm; and

WHEREAS, the Newburgh Urban Farm and Food Initiative ("NUFFI)") is an active network of local residents and community organizations which fosters community and residential gardens, the production of food for the City of Newburgh and educates Newburgh residents about the connections of food and community; and

WHEREAS, NUFFI has assumed oversight of the Downing Park Urban Farm for the 2018 growing season during which it will improve infrastructure and develop a comprehensive plan for operating the Farm; and

WHEREAS, by Resolution No. 126-2018 of May 18, 2018, the City Council the City of Newburgh approved a sub-recipient grant agreement with NUFFI through an allocation of Community Block Grant Funding for the management for this purpose for a one year period; and

WHEREAS, NUFFI has the opportunity to receive a donation of a Seasonal High Tunnel System from the U.S. Department of Agriculture and the program requires the participants to have site control for the useful life of the equipment which is 5 years; and

WHEREAS, NUFFI has requested a site control agreement in order to participate in the U.S. Department of Agriculture program and this Council has determined that entering into a license agreement to establish such site control is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the license agreement, in substantially the same form as attached hereto with other provisions as may be required by the Corporation Counsel, with the Newburgh Urban Farm and Food Initiative for the oversight and management of the Downing Park Urban Farm for the purpose of accepting the donation of a Seasonal High Tunnel from the U.S. Department of Agriculture.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of _____, 2018, by and between:

THE CITY OF NEWBURGH, a New York municipal corporation with offices at 83 Broadway, City Hall, Newburgh, New York 12550 ("City" or "Licensor"); and

NEWBURGH FARM AND FOOD INITIATIVE, a tax-exempt unincorporated association with an address of P.O. Box 541, Newburgh, New York 12551 ("Licensee").

WHEREAS, the City is the owner of a park known as Downing Park (hereinafter referred to as "the Property"); and

WHEREAS, the Licensee is an active network of local residents and community organizations which fosters community and residential gardens, the production of food for the City of Newburgh and educates Newburgh residents about the connections of food and community and has assumed oversight of the Downing Park Urban Farm for the 2018 growing season; and

WHEREAS, the Licensee has requested access to the Property for the purpose of undertaking management of Downing Park Urban Farm by improving the infrastructure and developing a comprehensive plan for its operation;

NOW, THEREFORE, it is hereby agreed between the parties as follows:

Section 1. Grant of License. The City hereby represents that it owns the Property and that it has duly authorized this License Agreement. The City hereby grants Licensee a revocable license for Licensee and Licensee's employees, volunteers, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon the Downing Park Urban Farm, and taking thereupon such equipment, tools, machinery and other materials as may be necessary, for the purposes of undertaking the management of the Downing Park Urban Farm by improving the infrastructure and developing a comprehensive plan for its operation as described in Schedule "A" and referred to herein as the "Work".

Section 2. Use of and Access to Downing Park Urban Farm. Use of the Property is limited to the operation and management of the Downing Park Urban Farm. Licensee agrees to do the Work in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby. Licensee shall cooperate with the Department of Public Works and the Conservation Advisory Council during the term of this License. Licensee shall have duly authorized representatives on-site during all events which are open and available to the public.

Section 3. Insurance. The Licensee shall not commence or perform work nor operate machinery under this License Agreement until it has obtained all insurance required under this Section 3 and such insurance has been approved by the City.

A. Workers' Compensation Insurance - The Licensee shall take out and maintain during the life of this agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

B. General Liability and Property Damage Insurance - The Licensee shall take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

1. General Liability Insurance in an amount not less than $1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than $3,000,000.00 on account of any one occurrence.

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

The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this License Agreement.

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

Section 4. Costs and expenses. It is expressly understood that Licensee will be responsible for all costs and expenses related to the Work.

Section 5. Damages. The relation of the Licensee to the City as to the Work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

Section 6. Defense and Indemnity. Licensee shall defend, indemnify and hold the City harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to the access and use of the Property under this License Agreement, excepting gross negligence or misconduct by the City.

Section 7. Term of License. The license or privilege hereby given shall commence upon full execution and shall expire on December 31, 2023. This License may be renewed for additional terms upon mutual written agreement of the parties.

Section 8. Assignment of License; No Sub-Licensing. This License may not be assigned or sub-let to any other party.

Section 9. Termination of License. Either party may terminate this license prior to the expiration of the term specified in paragraph 6, with or without cause, on at least sixty (60) days prior written notice to the other party. Upon termination by either party, Licensee shall not be entitled to reimbursement of any of its costs, and Licensee and its agents, employees and contractors will restore of the property to a clean and orderly state and in substantially the same condition as existed prior to the granting of this license. The City may terminate this license agreement by thirty (30) days written notice when and if in its sole judgment it deems such termination is necessary in the City's sole reasonable discretion.

Section 10. New York Law. This License Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York Supreme Court, Orange County.

Section 11. Notices. Notices shall be in writing and shall be deemed properly served when deposited with the United States Postal Service, as certified mail, return receipt requested, bearing adequate postage or being deposited with a reputable overnight courier service for guaranteed next business day delivery and addressed as follows:

a. If to Licensor:
City of Newburgh
Attn: City Manager
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7301

With a copy to
Corporation Counsel
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7335

b. If to Licensee:
Newburgh Farm and Food Initiative
P.O. Box 541
Newburgh, NY 12551

With a copy to
Community Foundation of Orange and Sullivan
Attn: Elizabeth Rowley, President and CEO
30 Scotts Corners Drive, Suite 203
Montgomery, NY 12549

Section 12. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 13. It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

Section 14. Licensor acknowledges that the enhancements, improvements and repairs to the subject property shall inure to the benefit of both parties, and shall be satisfactory, adequate and sufficient consideration for the License granted hereunder.

Section 15. This License Agreement may be executed in any number of counter-parts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

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

NEWBURGH FARM AND FOOD INITIATIVE
LICENSEE

By: _____

Approved as to form:

_____ _____
MICHELLE KELSON
Corporation Counsel

P.O. Box 541, Newburgh, NY 12551 ● NewburghUrbanFarmandFood@gmail.com

Building Community Cohesiveness and Food Security Through Access to Gardens, Resources, and Fresh Food

> *… gardens provide benefits at multiple levels, creating an "urban oasis" that provides refuge from urban decay while revitalizing city neighborhoods. At the individual level, gardeners underscored psychological benefits, including pride and a connection with nature. At the neighborhood level, gardeners developed trusting relationships with their neighbors and shared learning experiences. At the community level, gardeners perceived that gardens reclaim city space by cleaning up degraded lots, creating gathering places, and improving the food environment".*
>
> *Growing an urban oasis: A qualitative study of the perceived benefits of community gardening in Baltimore, MD;* Melissa N. Poulsen, Kristyna R S Hulland, Carolyn A. Gulas, Hieu Pham, Sarah L. Dalglish, Rebecca K. Wilkinson, Peter J. Winch; Johns Hopkins University Bloomberg School of Public Health

The Newburgh Urban Farm and Food Initiative (NUFFI) is an active network of local residents and community organizations, which fosters community and residential gardens, the production and distribution of food for the City of Newburgh, and educates Newburgh residents about the connections of food and community. NUFFI provides Outreach, Public Education and Technical Assistance. Existing communities working together to retain 'ownership' of their neighborhoods and culture will develop innovative solutions that accomplish the important goal of empowering residents to work toward a just and resilient food system for the City of Newburgh.

NUFFI Programs

Community Gardens

NUFFI serves as a "hub" for community garden activities that create opportunities for residents to work ***with*** each other; providing community-based resources to improve the capacity of residents to access properties; and successfully install and maintain gardens in their neighborhoods.

Residents will be encouraged to assume care of community gardens to foster a sense of community, create safer neighborhoods, and provide healthy, culturally appropriate food that improves food security.

NUFFI will accomplish this by:

- Maintaining community leadership and collaboration of current gardens; and

> *"For the approximately 42 million home and community gardeners in the US, excess produce donations could add up to 11.47 billion pounds annually. At an average estimated price of $2.41 per pound of fresh produce, these excess produce donations represent a value of $27.63 billion."*
>
> http://www.ampleharvest.org/downloads/GardenerSurvey/AmpleHarvest.org_Garden_Food_Waste_Study-8-30.pdf

- Adding new gardens in neighborhoods throughout the City of Newburgh.

Services provided by NUFFI will include:

1. Resource materials to all community gardens including education, tool sharing and bulk purchasing.
2. Technical Assistance in design, installation and ongoing maintenance.
3. Community-based Workshops on topics relevant to urban gardening.

Food Access for Greater Food Security & Health

NUFFI will increase access by residents to locally grown healthy food and reduce food waste by providing community gardens and residents with a way to distribute their excess produce. NUFFI will also investigate and create opportunities for additional markets for distributing local products.

NUFFI will accomplish this by:

- Continuing and helping to grow the Newburgh Citywide Produce Donation Program through direct liaison between gardens and food assistance programs, and collaborations with other food access groups.
- Assisting the current Farmers' Markets and investigating the feasibility of a year-round Market.
- Research the development of retail outlets such as a Local Food Coop, a "Buy Local" program to encourage local grocery stores and restaurants to carry local products, and a produce prescription program where local health care providers write prescriptions for produce that can be redeemed at local Farmers' Markets and grocery stores.

Services provided by NUFFI will include:

1. Outreach to community and residential gardens.
2. Distribution to local food assistance programs & markets.
3. Research of models appropriate for Newburgh - Can we sustain a food coop? Will physicians/health care works want to develop a produce prescription program?

Community Events

NUFFI will encourage greater community understanding and support for community gardening through community events.

NUFFI will accomplish this by sponsoring:

- *The Newburgh Urban Farming Fair* highlighting education and fun family activities to start the growing season.

- *A Collard Greens Cook-Off* featuring food and family activities focused on harvest at the end of the growing season.

- *A Speaker Series* on timely topics relating to urban gardening and food.

Outreach & Communications

NUFFI will work with its partners to expand and enhance participation of all sectors of the populations in the City of Newburgh in developing a just and resilient food system for the City.

NUFFI will accomplish this by:

- Continuing to build an expansive collaboration of community organizations supporting urban gardening in the City of Newburgh.
- Designing and delivering an effective communications strategy using multi-lingual and culturally appropriate materials.
- Creating an identity for the Newburgh Urban Farm and Food Initiative through a well-designed Branding/Marketing strategy.
- Developing a citywide Corps of community volunteers to assist with urban gardening activities.

Who We Are

The Newburgh Urban Farm and Food Initiative (NUFFI) began in 2015 as a group of community gardens and organizations brought together by Virginia Kasinki, Outreach Manager for the Downing Park Urban Farm as a loosely formed collaboration to promote urban gardening in the City of Newburgh.

Community Partners include:

- Newburgh Armory Unity Center
- Downing Park Urban Farm
- Grand Street Community Garden
- Hudson Valley Seed
- NHS Center for Hope
- Latinos Unidos
- Orange County Cornell Cooperative Extension
- Downing Park Planning Committee
- Newburgh Community Land Bank
- Orange County Department of Health
- Orange County Land Trust
- City of Newburgh Department of Planning and Economic Development

This effort will continue to be broad based and seek to increase and enhance the partnership with additional representatives from all sectors of the community.

What has been Accomplished

- Increased Community Gardens – Currently there are eight gardens in the City
- Held the Newburgh Urban Farming Fair – 2016 & 2017
- Established the Newburgh Citywide Food Donation Project – Piloted in 2016 (600 pounds donated); Citywide in 2017 (2,700 pounds donated)
- Installed refrigerated toolsheds (Coolbots) at the Newburgh Armory Unity Center Garden and Downing Park Urban Farm – sites serve as donation centers for excess produce from residential gardens.
- Created a Garden Tool Lending Library at the Downing Park Urban Farm

USDA

United States Department of Agriculture

October 9, 2018

Virginia Kasinki, Director
Newburgh Urban Farm
P.O. Box 541
Newburgh, NT 12551

Virginia,

As per your questions regarding the Application of a Seasonal High Tunnel System. USDA Program Policy requires that participants have "control of the land" for the life of the practice which in the case of a Seasonal High Tunnel is 5 years. We have a one-page control of land document (or you can create your own) that would demonstrate that Newburg Urban Farm has permission to carry out their proposed contract for the following conservation practice(s): Seasonal High Tunnel, Vegetation and Mulch.

If a contract is awarded it will be with the Newburgh Urban Farm and no other persons or organizations such as the City of Newburgh unless specified as part of the contract. I hope this answers your questions, please feel free to call.

Joe Heller

Resource Conservationist.

RESOLUTION NO.: _____- 2018

OF

OCTOBER 22, 2018

A RESOLUTION TO IMPLEMENT A CITY-WIDE CURFEW FOR MINORS 16 YEARS OF AGE AND UNDER ON OCTOBER 30TH AND 31ST FROM 9:00 P.M. UNTIL 6:00 A.M.

WHEREAS, the City of Newburgh has a general obligation to ensure the safety and welfare of the general population of the City including minors, along with protection of private property; and

WHEREAS, October, 30th and 31st are associated with Halloween related activities, including "Trick or Treating" and other related outdoor activities, some of which might be prejudicial to the safety and welfare of the population and protection of private property; and

WHEREAS, the City of Newburgh determines that the passage of a curfew resolution for Halloween and the preceding night will assist in protecting the welfare of minors by reducing the likelihood of their involvement in inappropriate behavior, while aiding parents or guardians of minors entrusted in their care;

NOW THEREFORE, BE IT RESOLVED:

THIS COUNCIL HEREBY DECLARES a city-wide curfew for minors from 9:00 P.M. until 6:00 A.M. each day, starting at 9:00 p.m. on Tuesday, October 30, 2018, and ending at 6:00 a.m. on Thursday, November 1, 2018; and

BE IT FURTHER RESOLVED, this Council urges all parents to inform their children and supervise the implementation of this City-wide curfew so that we may avoid problems and promote the safety, health and welfare of our City's young people and property owners; and

BE IT FURTHER RESOLVED, that it shall be a defense to a violation of this curfew that the minor was accompanied by the minor's parent or guardian, engaged in an employment activity, or involved in an emergency or other legally justifiable activity.

RESOLUTION NO.: _____ - 2018

OF

OCTOBER 22, 2018

A RESOLUTION DECLARING A 2004 JEEP CHEROKEE DESIGNATED VIN NO. 1J4GW48S74C429371 TO BE SURPLUS EQUIPMENT

WHEREAS, the City of Newburgh Fire Department possesses a 2004 Jeep Cherokee designated VIN No. 1J4GW48S74C429371 which are no longer of use to the City; and

WHEREAS, the Fire Department has requested that the 2004 Jeep Cherokee be designated as surplus and sold; and

WHEREAS, the City Council has determined that declaring 2004 Jeep Cherokee surplus is in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that a 2004 Jeep Cherokee designated VIN No. 1J4GW48S74C429371 is hereby declared to be surplus and of no further use or value to the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Manager and/or City Comptroller be and they are hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus 2004 Jeep Cherokee in accordance with the City of Newburgh's Surplus Property Disposition Policy and Procedure adopted by Resolution No. 174-2014 of July 14, 2014.

RESOLUTION NO.: _____ - 2018

OF

OCTOBER 22, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE GOOD WILL FIRE DISTRICT FOR THE TEMPORARY RELOCATION OF THE WEST END FIREHOUSE

WHEREAS, Resolution No. 193-2018 of August 13, 2018, the City Council of the City of Newburgh authorized the City Manager to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) to conduct an indoor environmental assessment for buildings located at 22 Grand Street and 492 Broadway and the surveys and testing was expanded to include asbestos sampling and the results found the presence of asbestos containing material at 492 Broadway; and

WHEREAS, said asbestos containing material must be abated and removed and the City must vacate the West End Firehouse located at 492 Broadway during the abatement process; and

WHEREAS, the Good Will Fire District maintains a Firehouse located at 1 South Plank Road, in the Town of Newburgh, and adjacent to the western boundary of the City, and the City desires to contract with the Good Will Fire District for temporary relocation of the City's West End Firehouse staff and apparatus during the abatement of the emergency conditions; and

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

WHEREAS, the City Council has reviewed the annexed inter-municipal agreement and has determined that entering into such agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an inter-municipal agreement with the Good Will Fire District, in substantially the same form as attached hereto with other provisions as may be required by the Corporation Counsel, for the temporary relocation of the West End Fire House located at 492 Broadway, Newburgh, New York.

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT made this _____ day of October, 2018 by and between the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with an office located at 83 Broadway, Newburgh, New York 12550, hereinafter referred to as "CITY" and the GOOD WILL FIRE DISTRICT, a fire district organized and existing under the law of the State of New York with an office located at 1 South Plank Road, Newburgh, New York 12550, hereinafter referred to as "DISTRICT",

W I T N E S S E T H:

WHEREAS, the CITY maintains a FIRE DEPARTMENT comprised of paid professional firefighters and two fire stations within the boundaries of the CITY; and

WHEREAS, due to emergency conditions, the CITY must vacate its West End Firehouse located at 492 Broadway for the duration of the abatement of those conditions; and

WHEREAS, the DISTRICT maintains a Firehouse located at 1 South Plank Road, in the Town of Newburgh, and adjacent to the western boundary of the CITY; and

WHEREAS, the CITY desires to contract with the DISTRICT for temporary relocation of the CITY's West End Firehouse staff and apparatus during the abatement of the emergency conditions and further to establish the consideration therefor; and

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

NOW, THEREFORE, be it agreed by and between the CITY and the DISTRICT for the consideration named herein as follows:

1. The Fire Department of the CITY, during the period of this agreement, shall be subject to call for attendance upon any fire or other similar type emergency occurring between the hours of 8:00 am and 5:00 pm and during any special event in which the DISTRICT participates when notified by alarm or by telephone call from any person within the DISTRICT of a fire within said DISTRICT and respond and attend to the fire without delay with suitable equipment and apparatus of the CITY and upon arriving at the scene of a fire the firefighters of the CITY shall proceed diligently and in every way reasonable to the extinguishment of the fire and the saving of life and property in connection therewith. All equipment used by the Fire Department of the CITY in the performance of the fire protection will be owned by the CITY and all personnel acting for the CITY under this agreement will be employees of the CITY. The fire protection provided herein by the CITY to the DISTRICT shall be consistent and in accordance with the Orange County Fire Mutual Aid Plan.
2. The DISTRICT shall provide the CITY Fire Department with the use and occupancy of one garage bay for CITY fire apparatus. The CITY will install plywood or similar surface under each and every CITY apparatus stored in the DISTRICT garage bay to protect and prevent damage to garage bay floor.
3. The DISTRICT shall provide the CITY access and use of the DISTRICT bathroom facilities. The Fire Department of the CITY will clean bathroom facilities daily.
4. The DISTRICT shall permit the CITY to install and operate a temporary office trailer in the DISTRICT parking area in a location determined to be suitable to both the DISTRICT

and the CITY. The City shall be responsible for all costs associated with the installation, placement and operation of the temporary office trailer, including but not limited to the installation and cost of electrical service and all other utilities.

5. The CITY shall bill the DISTRICT for water usage at the out-of-City rate applicable to the 1" meter size. The DISTRICT, at its own cost and expense, will replace the existing 4" water meter with a 1" meter during the term of this Agreement. The CITY will provide the DISTRICT with a 1" meter at no cost to the DISTRICT. The DISTRICT may apply to the CITY's Water Superintendent for access to CITY fire hydrants for water service related to special events and emergency operations. Approval for such hydrant access will not be unreasonably withheld.
6. Term: This agreement shall become effective upon the full execution by both the CITY and the DISTRICT and remain in full force and effect for one year or until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving thirty (30) days' notice of said cancellation as provided in paragraph . After one year, the Agreement may be renewed upon review and approval by authorized personnel.
7. Insurance: The CITY will at all times pay for and maintain liability insurance in a reputable company authorized to do business in the State of New York covering bodily injury, personal injury and death, and property damage and legal liability, in an amount not less than $1,000,000.00 for bodily injury, personal injury or death to any one person, $3,000.000 for bodily injury, personal injury or death to any one person (aggregate). The CITY shall immediately upon the issuance of such policy or any renewal thereof file a full copy with the DISTRICT. In addition, the CITY will at all times pay for and

maintain excess liability insurance coverage in an amount not to exceed $4,000,000.00 above the aforementioned limits covering bodily injury, personal injury and death, and property damage and legal liability. The parties acknowledge that the CITY maintains a self-insured retention of $250,000.00 per claim made.

The CITY shall pay or insure against any and all claims authorized by law for medical expenses, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of the firefighter sustained while answering, attending or upon returning from any call including any and all liability which might be imposed on the DISTRICT by any section of the General Municipal Law of the State of New York or any other statute or law of the State of New York or the United States of America.

8. Damages. The relationship of the parties as to the obligations and responsibilities under this Agreement shall be that of an independent contractor. As an independent contractor, the CITY will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The CITY shall make good any damages that may occur in consequence of the performances or any part of it. The CITY shall assume all blame, loss and responsibility of any nature by reason of the CITY's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the CITY and/or the nature of its performance or arising out of its performances authorized hereby.

9. Indemnity and Save Harmless Agreement. The CITY shall defend, indemnify and hold the DISTRICT, its officers, agents and employees harmless against any liability imposed

upon the DISTRICT, its officers, agents and/or employees arising from the negligence, excepting gross negligence or misconduct by the DISTRICT.

10. The fire protection functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual(s). Accordingly, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right or action under this Agreement for any cause whatsoever.
11. Each party agrees to comply with all applicable Federal, State and Local Laws, Rules and Regulations during the performance of this agreement.
12. No Assignment. In accordance with the provisions of Section 109 of the General Municipal Law, the CITY and the DISTRICT are hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or of its rights in this agreement or its power to execute this agreement to any other person or corporation without the previous consent in writing of the other party
13. Termination of Agreement. Either party may terminate this Agreement prior to its expiration, with or without cause, on at least thirty (30) days prior written notice to the other party. In the event of such termination by either party, the CITY shall not be entitled to reimbursement of any of its costs, including but not limited to, those for maintenance, repair, replacement, and removal of fire apparatus or any other fire equipment. Upon termination, the CITY and its agents, volunteers, employees and contractors, will restore the property to a clean and orderly state and in the same condition as existed prior to entering this agreement, normal wear and tear excepted.

14. 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 License shall be brought in the New York State Supreme Court, Orange County.

15. Modification of Agreement. This Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

16. This Agreement may be executed in any number of counter-parts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement the day and year above written.

THE CITY OF NEWBURGH

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

GOOD WILL FIRE DISTRICT

By: _____

Approved as to form:

_____
MICHELLE KELSON
Corporation Counsel

_____

City Comptroller

City of Newburgh City Council
Rules of Order and Procedure

Rule I: General Rules of Procedure

A. The presiding officer shall preserve order and decorum and shall decide questions of order, subject to an appeal by motion to the City Council; the appeal to be taken without debate**.** The presiding officer may, if (s)he so desires, present motions and resolutions to the City Council, and (s)he may debate on any question which is being considered by it.

B. When a question is under consideration, no motion shall be entertained except as herein specified, which shall have precedence in the following order:

1. Motion for clarification, or to request reversal of ruling of the presiding officer, or limiting or extending discussion;
2. Recess the session;
3. Lay on table;
4. Postpone to a meeting of a certain date;
5. Refer to work session;
6. Amend;
7. Call the previous question, to be asked as follows: "Shall the main question be put now?" If answered in the negative, the main question remains before the Council.

C. A motion to lay a question on the table shall be decided without amendment or debate, and a motion to postpone shall be decided without debate.

D. A motion to adjourn shall always be in order and shall be decided without debate.

E. Every member desiring to speak shall address the presiding officer. All council members shall confine him/herself to the question under debate and avoid personalities. A member once recognized shall not be interrupted when speaking.

F. No question or motion shall be debated or put, unless it is seconded. It shall then be stated by the presiding officer.

G. A motion to reconsider any action taken by the Council may be made on the day such action was taken, either immediately during the session or at a recessed or adjourned session. Such motion must be made by a member on the prevailing side, but may be seconded by any member. The motion is subject to debate. This rule shall not prevent any member of the Council from making or re-making the same or any other motion at a subsequent meeting of the Council.

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H. No member of the Council shall by conversation or otherwise delay or interrupt the proceedings or the peace of the Council nor disturb any member while speaking or refuse to comply with these rules, or the orders of its presiding officer. The Presiding Officer, subject to appeal by motion to the Council, may direct a member who is acting in violation of this section to leave the meeting or call for a recess or adjournment.

I. As the sergeant-at-arms of the meetings, the Police Chief shall carry out all order and instructions given by the presiding officer, for the purpose of maintaining order and decorum at the meetings, subject to an appeal by motion, to the Council.

J. Any motion may be withdrawn by the maker before it has been amended or voted upon, but in such case any other member may renew the motion at that time.

Rule II. Order of Business

A. The Order of Business shall be in conformity with section 20-3 of the Code of Ordinances. Further comments from the Council shall be limited to 3 minutes for each Council Member.

B. The Order of Business may be departed from by majority vote of the members present.

Rule III. Voting

A. The order of voting shall be by alphabetical order of the last name of each Council member with the Mayor voting last.

B. All votes shall be by roll call. It shall be the duty of the City Clerk to enter on the minutes the names of the members voting for or against the question. Once a question has been put and the vote is being taken, the members of the Council shall confine themselves to voting and shall not resume discussion or make further comments on the question.

C. Every resolution or motion must be seconded before being put to a vote. An abstention, silence or absence shall be considered a negative vote for the purposes of determining the final vote on a matter.

D. No resolution, ordinance or local law may be introduced at a meeting unless the resolution, ordinance or local law has been considered at a work session of the Council prior to the Council meeting or is listed on the written agenda for said meeting. No resolution, ordinance or local law may be introduced at a meeting if it will result in exceeding the maximum number of work session items set forth in Rule X. Notwithstanding the foregoing, by majority vote, an emergency item concerning the public health, safety or welfare not discussed at work session or appearing on the written agenda may be introduced, considered, and voted upon.

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Rule IV. Executive Session

Whenever the Council shall determine to transact business in an executive session, it shall do so in accordance with the provisions of the New York State Open Meetings Law. All executive sessions shall be commenced at the public meeting. Proposals, discussions, statements and transactions in executive session are intended to be and shall be held and maintained in confidence and shall not be disclosed. The presiding officer shall direct all persons except members and designated officers and employees of the City to withdraw.

Rule V. Participation of City Manager and Staff

The City Manager shall be permitted to address the Council and participate in discussions. Heads of Departments shall be permitted to address the Council. Any other City officer or employee shall be permitted to address the Council with permission of the presiding officer, subject to an appeal by motion to the City Council, the appeal to be taken without debate.

Rule VI. Suspension of the Rules

In order to hear persons other than members of the City Council, the Mayor, and members of City staff, it shall be necessary to pass a motion suspending the rules of order. A motion to suspend the rules may be made at any time during the meeting and shall be decided without debate. Any such person speaking shall confine himself-herself to the subject and shall spend not longer than three (3) minutes, unless the time is extended by the presiding officer. This rule shall not apply to public hearings.

Rule VII. Guidelines for Public Comment

A. The public shall be allowed to speak only during the Public Comment period of the meeting or at such other time as the presiding officer may allow, subject to appeal by motion to the Council.

B. Speakers must adhere to the following guidelines:

1. Speakers must be recognized by the presiding officer.
2. Speakers must step to the front of the room.
3. Speakers must give their name, street name without number and organization, if any.
4. Speakers must limit their remarks to 3 minutes. The City Clerk shall keep a record of the time and shall inform the presiding officer when the 3 minutes has expired.
5. Speakers may not yield any remaining time they may have to another speaker.

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6. Council members may, with the permission of the presiding officer, interrupt a speaker during their remarks, but only for the purpose of clarification or information.
7. All remarks shall be addressed to the Council as a body and not to any specific member or to staff. All speakers addressing the City Council at a public meeting shall speak from the public microphone with employees and agents of the City having the option to speak from the head table using a microphone. In no circumstances shall any speaker sit in front of the head table with his or her back to the public.
8. Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste. No profanities shall be used. No personal, slanderous, boisterous remarks shall be made. Council members, the Mayor and staff shall be treated with respect. The presiding officer, subject to appeal by motion to the Council, or the Council, may, by majority vote, request that the presiding officer direct that a speaker violating this provision or any other rule yield the floor and in the event the speaker fails to obey, (s)he may be escorted from the meeting by the sergeant-in-arms.
9. Interested parties or their representatives may address the Council by written communications. Written communications shall be delivered to the Clerk or their designee. Speakers may read written communications verbatim.

C. Members of the public not speaking shall observe commonly accepted rules of courtesy and decorum. They shall not annoy or harass others or speak when another speaker is being heard by the Council.

Rule VIII. Use of Recording Equipment

All members of the public and all public officials are allowed to audio or video record public meetings. Recording is not allowed during executive sessions. The recording should be done in a manner which does not interfere with the meeting. The presiding officer, subject to appeal by motion to the Council, may make the determination that the recording is being done in an intrusive manner, taking into consideration, but not limited to, brightness of lights, distance from the deliberations of the Council, size of the equipment, and the ability of the public to still participate in the meeting. If the presiding officer makes the determination that the recording is intrusive and has the effect of interfering with the meeting, (s)he may request an accommodation to avoid the interference and if not complied with, may ask the individual to leave the meeting room.

Rule IX. Rules for Public Hearings

The following rules shall apply to a legally required public hearing held before the City Council:

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(a) The Presiding Officer shall recognize each speaker when the hearing is commenced. Speakers shall identify themselves, their street name and organization, if any, prior to the remarks.

(b) Speakers must limit their remarks to five (5) minutes. Remarks shall be addressed only to the hearing issues. Speakers may not yield any remaining time they may have to another speaker. The City Clerk shall time speakers and advise the presiding officer when the time has expired.

(c) All remarks shall be addressed to the Council as a body and not to any individual member thereof.

(d) Speakers shall observe the commonly accepted rules of courtesy, decency, dignity and good taste. Any loud, boisterous individual shall be asked to leave by the Presiding Officer and may be removed at the request of the Presiding Officer, subject to appeal by motion to the Council. Speakers addressing issues outside the scope of the hearing shall be asked to cease their comments.

(e) Interested parties may address the Council by written communication. The statements may be read at the hearing, but shall be provided to all Council members and entered in the minutes of the hearing by the City Clerk.

(f) The City Clerk shall include in the minutes of the hearing the name, address and organization, if any, of each speaker, a summary of the remarks, and written statements submitted to the Council.

Rule X. Work Sessions

There shall be regular work sessions of the Council to be held each Thursday preceding a Monday evening Council meeting. The work sessions shall be held at 6:00 p.m. in City Hall, 83 Broadway, Third Floor Council Chambers, unless the Council by majority vote cancels or changes the time or place of such session. The Rules IV, V, VI, and VIII of the Rules of Order of the Council shall apply to all work sessions. Work Session items requiring the preparation of a resolution, ordinance or local law shall be submitted to the City Manager's office no later than close of business on Wednesday in the week before the work session. Discussion items for work sessions shall be submitted to the City Manager's office no later than noon on the Friday immediately preceding the work session. The number of work session items and presentations shall be limited to 20. Presentations shall be limited to 10 minutes. Priority shall be given to those items which require the action of the City Council before the next regularly scheduled work session. Items considered in Executive Session shall be excluded from the maximum number of work session items.

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Rule XI. Robert's Rules of Order

In the event any question in procedure shall arise that is not provided for by these rules, then, in that event, Robert's Rules of Order, Newly Revised, 10th Edition, shall be followed.

Rule XII. Adoption of Ordinances

Provided the proposed adoption of an ordinance has been placed on an agenda for a meeting of the Council at which the public is afforded the opportunity to comment on agenda items before Council action, a formal public hearing will not be conducted prior to the adoption of such ordinance, unless otherwise required by federal, state, or local law, ordinance, rule or regulation.

This rule shall not be construed to prevent the Council from holding a public hearing on any ordinance at its discretion, provided a majority of the members of the Council in attendance at a meeting, upon a motion or resolution duly introduced, vote to conduct such public hearing.

Date Adopted: May 14, 2001
Amended: February 25, 2002 (Rule XII added)
January 10, 2014 (Rule IV)
February 22, 2016
April 24, 2017 (Rule VII(B) amended)
January 22, 2018 (Rule II, Rule VII(B), Rule IX amended)
October 22, 2018 (Rule III(D) and Rule X amended)

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RESOLUTION NO.: _____- 2018

OF

OCTOBER 22, 2018

A RESOLUTION APPOINTING MARLENE LIPINSKI TO THE CITY OF NEWBURGH ARTS AND CULTURAL COMMISSION

WHEREAS, the City of Newburgh has created an Arts and Cultural Commission to develop and promote arts and culture in the City as an integral part of City life; to encourage tourism; to foster a creative environment which reflects the rich diversity of our City; and to increase and enhance the role played by the arts in education in all its forms; and

WHEREAS, by Resolution No. 186–2018 of July 9, 2018, the City Council appointed 13 new members to The Arts and Cultural Commission; and

WHEREAS, the City Council may appoint up to 15 members to The Arts and Cultural Commission; and

WHEREAS, Marlene Lipinski has been identified as qualified to serve and the Council finds making such appointment to 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 Marlene Lipinski be and is hereby appointed to the Arts and Cultural Commission for a three (3) year term commencing on November 1, 2018 and expiring on October 31, 2021.

Kelson, Michelle

From: Monteverde, Ramona
Sent: Tuesday, September 25, 2018 11:32 AM
To: Kelson, Michelle
Subject: RE: Newburgh Arts Commission

Dear Michelle,
As discussed, I would like to nominate Ms. Lipinski. Can we discuss at the October 4th work session?
Thank you!

From: Marlene Lipinski [marlene.lipinski@yahoo.com]
Sent: Friday, September 07, 2018 4:19 PM
To: Monteverde, Ramona
Subject: Newburgh Arts Commission

Dear Ms. Monteverde

Allow me to introduce myself. I have been referred to you by Michael Gabor of Newburgh Art Supply. My name is Marlene Lipinski, I'm an artist working in New Windsor.

It has been brought to my attention that there are two openings on the Arts and Cultural Commission for Newburgh. I would like to be considered for one of those seats.

I am a retired Art professor, having served as a teacher and administrator for 37 years at Columbia College Chicago. While at the college, I received an outstanding teaching award, served on many committees , such as the strategic planning committee, various search and screen committees for new faculty and chair positions. I also served as the president of the College Faculty Association and as an Associate Chair.

As an administrator, I was responsible for all scheduling of classes and sections, (around 70), interviewing and hiring of new part -time faculty and developing curriculum. In the last decade of my professorial career, I was nominated and elected to two national boards: FATE (Foundations in the Arts Education and Mid- America College Art Association).

I lived fifty miles northwest of Chicago in Lake in the Hill, Illinois, a community of 35,000. I was honored to be appointed to a village commission, serving for one year. Our responsibility was to design and plan for a new village hall. In that capacity I had the opportunity to listen to the general public regarding their concerns about such an important development. As a result of my participation, I was selected and given a scholarship by the village and the Chamber of Commerce to attend a community leadership training. This training met once a month, all day on Fridays, for 10 months. We were instructed in all things that make a community function: streets and sanitation, police and fire, electrical grid, accounting, budget, planning, zoning and cultural events. I found this experience fascinating and highly valuable. Finally, I also attended a citizens police academy.

Upon retiring from the College, I moved to the Hudson Vally because of its beauty and inspiration. I would love to have the opportunity to apply my knowledge and experience to support Newburgh.

If possible, I would like to meet with you to investigate how I can contribute to making Newburgh a stronger more vital community. I can also provide a full resume.

Sincerely,

Marlene Lipinski
Marlene.lipinski@yahoo.com
408 Hawthorn Way
New Windsor. NY. 12553

Phone: 847-650-6362

RESOLUTION NO.: _____ - 2018

OF

OCTOBER 22, 2018

A RESOLUTION DEDICATING THE INTERSECTION OF FIRST STREET AND CHAMBERS STREET AS PASTOR ROBERT D. MCLYMORE SQUARE

WHEREAS, Pastor Robert D. McLymore's love for his hometown of Newburgh, NY is evident in everything that he does. He received his primary education through the Newburgh School District and went on to obtain his AAS degree and Bachelor's degree in Criminal Justice attend Orange County Community College and John Jay College of Criminal Justice. For the past 18 years he has been employed in the criminal justice field rising through the ranks and making history in the Wallkill Police Department. He was the first African-American Detective, first African-American (F/T) Sergeant, and currently holds the rank of Detective Sergeant. Det. Sgt. McLymore currently oversees the entire detective bureau investigations; and

WHEREAS, Pastor Robert D. McLymore's love for his community also transcends to the spiritual side as well. He is the Founder and CEO of RDM Ministries Inc., a ministry which endeavors to restore and reconcile relationships between God and mankind through the wisdom of God. RDM Ministries is designed to reach all citizens of the world with the Gospel of Jesus Christ. Their motto is "Changing Lives, Building Together"; and

WHEREAS, on December 3, 2017, Pastor Robert D. McLymore became the Senior Pastor of Life Restoration Church, Inc. in Newburgh NY. Pastor McLymore was handed the leadership of the church from the founding pastor of the church, Pastor M. McLymore Sr., who was also his father.

WHEREAS, Pastor Robert D. McLymore represents both Life Restoration Church Inc. and RDM Ministries. Through both entities, he continues to steadfastly serve the community. Below are the programs that both continue to bring forth to enhance the Newburgh community and the surrounding areas.

1. Food Pantry
2. Annual School Supply and Backpack Give Away
3. Annual Cancer Awareness Service
4. Relationship Seminars
5. Men's Empowerment Brunch
6. Free Praise Concerts
7. Annual Youth services
8. Family Goals Workshops
9. Annual Family & Friends Day
10. Community Cookout/ Block Party

WHEREAS, it is fitting and appropriate that Pastor Robert D. McLymore's work be permanently memorialized by the City of Newburgh to serve as a reminder of the principles he represents;

NOW, THEREFORE, BE IT RESOLVED, in recognition of Pastor Robert D. McLymore's dedicated service to the Newburgh Community, that the intersection of First Street and Chambers Street be dedicated to his honor, as Pastor Robert D. McLymore's Square, and that an unveiling of signage indicating this dedication be held, with appropriate ceremony, at a date to be coordinated by Pastor Robert D. McLymore's family; and that a copy of this resolution be forwarded to his family, with greatest respect, from the entire Newburgh City Council; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to effectuate the necessary and appropriate signage in keeping herewith.

Pastor Robert D. McLymore's love for his hometown of Newburgh, NY is evident in everything that he does. He received his primary education through the Newburgh School District and went on to attend Orange County Community College and John Jay College of Criminal Justice. He obtained his AAS degree and Bachelor's degree in Criminal Justice from those respective institutions. For the past 18years he has been employed in the criminal justice field rising through the ranks and making history in the Wallkill Police Dept. He was the first African-American Detective, first African-American (F/T) Sergeant, and currently holds the rank of Detective Sergeant. Det. Sgt. McLymore currently oversees the entire detective bureau investigations.

Pastor RD McLymore's love for his community also transcends to the spiritual side as well. He is the Founder and CEO of RDM Ministries Inc., a ministry which endeavors to restore and reconcile relationships between God and mankind through the wisdom of God. RDM Ministries is designed to reach all citizens of the world with the Gospel of Jesus Christ. Their motto is "Changing Lives, Building Together"

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Community service has now passed on to the next generation of McLymores. Life Restoration Church Inc. and RDM Ministries Inc. also work in conjunction with the McLymore Foundation (founded by Azariah McLymore) to service the residents of Newburgh NY and Orange County NY.

1. Annual High School Senior Scholarship
2. Clothes Drive
3. Family Dance - Party in Safety
4. Community Health Fair

Pastor RD McLymore is the loving husband of Lady Sharon McLymore . To their union, they have been blessed with 4 children.