A regular meeting of the City Council of the City of Newburgh was held on Monday, October 22, 2018 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Prayer/ Rezo

The Prayer was led by Dr. J. Edward Lewis with Calvary Presbyterian Church followed by the Pledge of Allegiance.

Pledge of Allegiance/Juramento a la Alianza

Roll Call/ Lista de Asistencia

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

COMMUNICATIONS

Approval of the minutes for the meeting of October 9, 2018

Councilwoman Sofokles moved and Councilman Grice seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Carried

City Manager/2019 Budget Update

Work on Brown's Pond continues in preparation for the October 28th New York Catskill shutdown. Sampling and treatments for algae control have been done and we will continue to sample and monitor the water quality at Brown's Pond on a weekly basis. We expect to run a test of our infrastructure on October 22nd. As part of the "can do" spirit that integrates the work between the Water Department, DPW and Engineering, a number of structures were fabricated "in house" to attach various telemetries so we can have real time monitoring of the water level at Brown's Pond throughout the course of the Catskill shutdown. We want to remind our residents that the date for the shutdown is scheduled for October 28th and a few days before that we will be declaring a conservation water emergency. We will still continue to have some of the best quality water in the State of New York but we will need to conserve that water during the time period that the New York DEP is working on the Catskill Aqueduct. We ask all residents to follow the conservation measures that we have publicized twice now and will post on the City's Facebook page as well as other social media. The Water Department's distribution team has completed the hydrant flushing and they flushed over seventy five miles of water main during this time. The fire hydrants were also pressure tested and logged into a state of the

art logging method that enables us to run calculations and computations that are relevant for any fire department emergency. This week we identified two leaks and both were terminated saving the loss of over twenty thousand gallons of water per day. The Water Department and DPW Worked on Saturday, October 6th as one integrated team blacktopping seven previous Water Department excavations across the city. He thanked both Mr. Vradenburgh and Mr. Garrison for the hustle that they have shown working together to get the job done. Many received water bills with a Philadelphia, Pennsylvania address, which caught us all by surprise, so we contacted our outsourcer. It was discovered that the day our bill was sent they were initiating a software upgrade on their printers which reset with that address from a previous job that was run. The mail barcode printed on the return envelope, however, is correct and is properly addressed to the City of Newburgh so all payments will be routed to our Tax Office with this barcode. Any questions should be routed to the Water Department for explanation.

Charles Duffy submitted a Budget calendar (attached) and discussed the cap levy a bit. He was informed by staff this morning that they need to have the information in-house by Thursday, November, 15th to be able to have books together for the Work Session the following week because we are hitting the Thanksgiving Holiday week. They had the Work Session scheduled for the 22nd, which is Thanksgiving day, so it has been moved to the 21st with the vote on the Budget November 26th. He explained the tax cap calculation from the office of the State Comptroller and how it is calculated.

City of Newburgh
2019 Budget Calendar

Date	Session Type	Budget Work on Agenda
WEEK OF OCTOBER 22 Through OCTOBER 26		
Monday, October 22, 2018	Council Meeting	Discuss Tax Cap, Levy and Calendar
WEEK OF OCTOBER 29 Through NOVEMBER 2		
No Meetings scheduled allows for Councilmembers "roadshow" meetings		
WEEK OF NOVEMBER 5 Through NOVEMBER 9 - NOTE NOVEMBER 6th closed for ELECTION DAY		
Thursday, November 08, 2018	Work Session	Apply Budget Changes
WEEK OF NOVEMBER 12 Through NOVEMBER 16 - NOTE NOVEMBER 12th closed for VETERANS DAY		
Tuesday, November 13, 2018	Council Meeting	Apply Budget Changes Vote to exceed/not exceed 2019 Tax Cap
Thursday, November 15, 2018	Deadline to submit all 2019 Budget Changes to Controllers Dept	
WEEK OF NOVEMBER 19 Through NOVEMBER 23 - NOTE NOVEMBER 22 and 23 closed for THANKSGIVING		
Wednesday, November 21, 2018	Work Session	was the 22nd - Review Budget
Monday, November 26, 2018	Council Meeting	Vote to Approve 2019 Budget

Office of the New York State Comptroller

Thomas P. DiNapoli • State Comptroller

Property Tax Cap

Local Government Property Tax Cap Formula Presentation

Formula for determining a local government's tax levy limit under the cap (Chapter 97 of the Laws of 2011):

Base Formula

$$\Big(\Big[\Big(\text{Prior fiscal year tax levy} + \text{Prior year reserve offset} - \text{Reserve amount (including interest earned)}\Big) \times \text{Tax base growth factor*}\Big] + \text{PILOTs receivable in the prior fiscal year} - \text{Tort exclusion amount, prior fiscal year}\Big)$$

$$\times \text{Allowable levy growth factor (1.00 to 1.02)**} - \text{PILOTs receivable in coming fiscal year} + \text{Available carryover} = \textbf{Tax Levy Limit}$$

+ Transfer of Function **+ Exclusions**

$$\textbf{Tax Levy Limit} + \text{Net of Transfer of Government Function (as determined by OSC)} + \text{Tax levy necessary for expenditures from court orders/judgments resulting from tort actions for any amount in excess of 5% of the total taxes levied in the prior fiscal year} + \text{Levy necessary to pay for increases to the system average actuarial contribution rate (or normal contribution rate) of pension funds over 2 percentage points} = \textbf{Tax Levy Limit, Adjusted for Transfers, Plus Exclusions}$$

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* Tax base growth factor: Based on Tax and Finance determination of "quantity change," such as new construction, newly taxable status of existing property, or measurable improvements to taxable property within the boundaries of the local government or school district.

** Allowable levy growth factor: Lesser of 1.02 or inflation factor (percent change in CPI for the 12 month period ending 6 months before the start of the coming fiscal year over the prior 12-month period), but never lower than 1.00.

City of Newburgh 2019 Tax Cap Levy Analysis	2018 Calculation Submitted to NYSOSC	2019 Calculation FOR DISCUSSION
Real Property Tax Levy	$ 19,462,564	$ 19,904,325
Tax Cap Reserve Offset from FYE 2016 used to Reduce 2017 Levy	-	-
Total Tax Cap Reserve Amount (Including Interest Earned) from 2017	-	-
Tax Base Growth Factor	1.0000	1.0011
PILOTs Receivable FYE 12/31/2017	423,533	432,551
Tort Exclusion Amount Claimed in FYE 12/31/2017	-	-
Allowable Levy Growth Factor	1.0184	1.0200
PILOTs Receivable FYE 12/31/2018	432,551	384,462
Available Carryover from FYE 12/31/2017	274,857	189,982
Tax Levy Limits before Adjustments/Extensions	$ 20,094,307	$ 20,571,466
FYE Proposed Levy, Net of Reserve	$ 19,904,325	$ 19,904,325
Maximum Amount Lavy could Incrae and not exceed Levy	$ 189,982	$ 667,141

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

Lillie Howard, City of Newburgh asked if the Police Community Relations and Review Board has been included in the 2019 Budget yet. A member spoke at the last meeting stating that it was not included so she would like to know if it has been added or when will it be. She heard that Mark Starling applied for the City Manager's job and another position so will he be brought in for an interview? If not, why not? Noise at the Club on Walsh Road is ridiculous and we have a Noise Ordinance in place so she would like to know why it's not being used at that Club. She invited everyone to the Newburgh Housing authority meeting tomorrow evening at 6:00 p.m. at Fogarty Apartments and the Police Review Board meeting on Wednesday at Mullins Community Center. She hopes the citizens will come out to see what the Police Review Board is all about because she personally feels it is nothing. We need a civilian review board in place here because police investigating police is not good. She would like the Council to seriously take that into consideration.

Drew Kartiganer, Meadow Street asked if the Council saw the City Hall RFP because there are a lot of issues they need to be aware of. It seems to be incomplete. If you want to get developers here they have to have a complete package that makes it look professional. Are there any plans available? No developer is going to come here without having an idea on how many square feet they can rent. There is also nothing about timing and when the building will be vacated or a delineation of parking on the site. If a developer wants to use this for office or retail with no parking provided, then you will not get those kind of developers to come here and spend money, pay taxes, etc. The other thing that is missing is there is no reference to any public presentations, which sounds similar to other projects like it's an inside deal. This leads to the question of transparency which this City needs to make sure happens with projects like these. To sell City Hall, which is public property, you want to write into the RFP that you need a consensus of the Council with six votes to make it happen. If you have the time to do it twice; you have the time to do it right once. You have to take the time to get 2 Montgomery Street done right and if you are in a hurry it will be done wrong.

Carla Johnson, City of Newburgh noted that Community Voices Heard registered over one thousand one hundred and twelve people. They have been making a lot of phone calls and knocking on doors and a lot of people have been asking about housing. They are watching the Council to see who is for affordable housing and there will be a big turnout with this election. Keep in mind that we need affordable housing to stay in our community.

Tracy Ferguson, City of Newburgh asked why a person who receives SSI and Social Security can't get affordable housing. Why does the Section 8 list open and close on the same day? She and her husband live paycheck to paycheck so if he gets suspended from work for two weeks she has to pay the rent and doesn't have enough to cover it. Why can't we get affordable housing?

Alex Avilar, City of Newburgh said he is a member of Community Voices Heard and the Nu-Voters Movement. He is a student and last year attended school after being evicted and homeless until he moved in with his Aunt. He passed his school subjects but knows some

students who didn't because they had to work to pay the bills so he inspired some kids to do better in school. He was lucky but for others that is not the case because of expensive housing utilities. Some kids didn't make it because of this issue with affordable housing. He is a new voter and he will be watching the Council to see who will offer housing for families like his. He hopes it becomes affordable for the poor people so the generations who want to can do better.

Mike Robinson, 16 Benkard Avenue, asked the Council to fix the Public Safety Building please.

Beatrice Harris, City of Newburgh read a Poem she wrote called "Water".

Judy Thomas, City of Newburgh said in regard to the water crisis here that she has not seen any flyers out in the community requesting a conservation of water. In regard to the comment made about the noise ordinance, she has heard from a lot of people who live around the corner of Liberty Street and Washington Street that there is a Club there that is open until the early morning hours and nothing is being done. Renters in that area say they can't sleep at night. She would also like to address the anonymous complaints to Codes. She received one when she was improving her sidewalk and she doesn't know who would complain about someone improving the neighborhood. At the last meeting she talked about philanthropy and how she felt that the City of Newburgh does not have the resources to give away something that we need for our deficit. If Alembic donated their time, money and resources and refused their developer fee, then they would be considered philanthropists. She wants fair housing for all but we need to be fiscally sound.

Rich Fracasse, Grand Avenue said that when all of this started we asked the Council not to do it because it was fiscally inappropriate. The most terrible thing that came out of this Alembic Project is that people he was close to don't talk to him anymore and it ripped all of us apart. They are not against the project or housing for people but we need money to pay the bills. Some people don't understand that it is not about trying to hurt them because in the long run it's really about trying to help them and there is another affordable housing project that is already approved on some private property here in Newburgh. Newburgh is 7% of the population of Orange County with 41% of the low income housing and we can't afford to pay for it. We can't afford to fix this building or fix the streets and however this started these things were not taken into consideration. He doesn't want to be in the shoes of the Council because no matter what vote they make not everyone will be happy with it. Getting rid of this and taking that piece of property that can generate up to a million dollars a year in tax revenue, which we desperately need, is the right thing to do.

Tom Roberts, Central Avenue said he respects the Council and is sorry for the rift that has gone on between all of us here. He agrees that he would not want to be in their shoes because they stepped into shoes from past corruption but he admires them for doing this. He wants to see business come in and for everyone here to have affordable housing. He would love to see these abandoned houses fixed so the people here could have a home to live in but he truly believes that we need businesses here to help support our taxes so he hopes we can all work together to achieve this. Newburgh is a great city so he hopes we can come together and stop this animosity.

Juanita Lewis, Community Voices Heard said that she is soon to be, God willing, a Newburgh resident. We have come to meetings and talked about the need for real housing

for low income and working class people in the City and how we need to start holding landlords accountable that are not making the repairs that they need to in the buildings where people live. We keep hearing people say they are for affordable housing but they don't want it on this piece of property for those people. This is heartbreaking because there are a lot of people here who truly need affordable housing. Was this particular project going to be the be all, end all? No. Was it an acknowledgement of something that was happening in the City in a way to begin addressing it? Yes. This was an opportunity to sit down as a community to see what we need, what we think is great about this City and what things we want to see improved. There are people here who work hard who need to find housing so they can live in dignity with their families. As we go into the Budget season, she wants the Council to look at what happens to properties where the owners have just left it to where they have to be demolished by the City. The Council and community members want to see a different type of Newburgh that thinks about the needs for all people and not just one group.

Lillie Howard added that Newburgh had low income housing at the Bourne and Kenney Apartments that are gone. Two hundred units that should be replaced for low income people. You didn't want them on Broadway and you don't want them there so where do you want them?

A City of Newburgh resident said that on August 11, 1870 Frederick Douglass visited our beautiful City and local residents are planning a one hundred and fifty year commemoration of that time. She echoed what Rev. Dr. Lewis said about bringing culture and collaboration together. She is proud to be a Newburgh resident and in the mix of such wonderful people who are so passionate about this City. In regard to Frederick Douglass, they have been hosting barbershop talks for the last three weeks about the 15th Amendment in which Black men have the right to vote. We are also talking about low voter turnout and CVH and Nu-Voters did a wonderful job registering one thousand one hundred and twelve people. The next talk will be on Thursday at Razor Sharp Barbershop at 6:00 P.M. and they are asking everyone to come. It is not about politics but all are welcome so we can have conversations that are important to us and our City to move forward in a positive and respectful manner. In regard to the resolution for Taylor-Montgomery, she asked if there are going to be dumpsters for the residents to throw away furniture. Is there a way we could do something like that maybe four times a year throughout the City so people can throw away those large items? Someone put lights up on the corner of VanNess and DuBois Street which lights up the whole area so she thanked whoever did that because it really makes a difference.

Councilman Jacobson asked where these meetings will be held.

Razor Sharp Barbershop at 118 Liberty Street this Thursday and the following Thursday, November 1st it will be at Krispy Fresh Cuts, 90 Gidney Avenue with a celebration at 126 Liberty Street on Friday, November 9th.

Chrissy Amato, Grand Street said there have been a lot of misconceptions, rumors and opinions on both sides. In regard to the Alembic Project, the Alembic representatives told us that they take public funding that has restrictions to it which comes from the State and the County. The people who provide the funding get to decide who lives in the housing that they build with that funding so it is not necessarily given to the people of Newburgh. She

reminded everyone what a Fiscal Impact Analysis is. It is a tool that seeks to connect planning and local economics by developing the public costs and revenues that result from property investment. The fiscal impact of development is the effect of new investment, new construction, new employment, new population, new schools and other changes on a government's budget. When new businesses start, new units are built and new people move into a community, local governments receive additional revenue. The business owners and home owners pay new property taxes and new residents pay new local income taxes. New people in businesses pay for more charges, fees and fines, however, these new people and businesses also create new costs. New businesses and housing developments may require new roads, sewers, police and fire protection. New residents may demand new parks and greater traffic congestion may require more roads, traffic lights and police patrol. More children in schools may require more teachers and school buildings thus fiscal impact analysis enables the comparison of new revenues to new costs. If new revenues exceed new costs, the fiscal impact is said to be positive. The local government can more than meet new demands for services and perhaps provide a tax reduction for existing taxpayers. If new revenues fall short of new costs, however, the fiscal impact is negative. The local government must raise taxes to meet new service demands and perhaps reduce the quality or quantity of existing services. The analysis helps decision makers when planning the local annual Budget, which we are clearly struggling with. For example, community leaders would know if the completed project would make more tax money available for municipal needs or if the town could cut property taxes. In an abstract sense, fiscal impact analysis can remove myths and help to minimize the emotional component that can accompany public debate. Through the data collected the community is better prepared to examine its long term needs. The results help in creating a Capital Improvement Plan and making a community's ability to pay transparent.

Michael, Spring Street said he wrote a Post about how to restart the RFP process. This process has been very divisive and it was never about dividing people but that seems to be how it wound up. We have the opportunity for a fresh start and to heal some of these wounds. If we are talking about raising taxes then that means we haven't done the work throughout the rest of the year. He stood with them at the vision planning where there were tons of ideas but how do we execute that? We need to work with the people in the community here who are very passionate about solving both the fiscal and social problems. We need to have more revenue coming into the City and hold the slumlords accountable but you can't do that without money. We need to hire more DPW but you can't do that without the money. We need to know how to do this. He is an economist and he works with cities all around the World so it is not for lack of ideas but lack of execution. Work with the business people here who have a history of fixing and solving problems. We can't do this alone and we do not want to start again by dividing people. The definition of philanthropy is *"The love of people"*. How about the love of the people in Newburgh?

Julie Lindell, First Street said this Alembic Project is a divisive issue for both sides. Right now is a time when are just beginning to get better and grow. We have two blocks on Liberty Street with shops and people are coming from all around to go to them. Raising taxes would push people out and the business owners would have to raise their prices. A lot of people will be moving and most won't be able to afford to buy here because the taxes are too high. It's not that nobody wants housing for people but they won't be able to stay here. It's not about hating one side or the other it's about looking at things in a sensible way.

Rich White, John Street said that for the past several months we have been listening to

people talk about both sides of this issue and we have also been listening to people from outside of our City. Some are hired guns others are from Beacon who find the time to come over here to tell us what we should be doing in our City. This City belongs to the people of the City of Newburgh. It doesn't belong to Beacon or anybody else who is getting paid to express an opinion. There are a lot of people here who need and deserve good housing and he sees a great opportunity here. We are talking about raising taxes on the people who are working every day and getting stressed over paying bills yet we have an opportunity to bring in outside businesses and investors who are willing to pick up some of that tax burden. When he looks across the river at Beacon he doesn't see anything over there that we don't have here yet they are building luxury condos that will be paying taxes. They come over here and tell us that we don't know what we are doing but there is no reason we can't match them in the care that we give our residents and the culture they are providing. People are stepping off that train on a daily basis from all over who are spending money and want to be here so we should have that too.

There being no further comments this portion of the meeting was closed.

Submitted by Drew Kartigener

City Council letter for October 22, 2018

RFP comments and questions on City Hall RFP sent out on October 2, 2018

1. Are building plans available? Plans should be available given a renovation project was completed a few years ago...

   The issue being how does a developer come up with a cash flow without establishing Rentable area/ Usable square footage for possible retail or office uses without building plans. The answer is they can't.

2. Timing/ There is no schedule or sequence defined for the decision on who will win the RFP or when they might take over the City Hall as City Staff are transferred to whenever they are going. Is this a year away?.. 2 years?...

3. There is no delineation of parking provisions for the site. If the term "progressive zoning" means there are no dedicated parking area for this site, the developer would want to know that.

   For example, 15,000 sf of office in New Windsor @ 200 sf per space/ ie 75 parking spaces. A quality developer will want to know this information.

4. The priorities for Scoring should be questioned....
   Job opportunities for City Residents? What does that mean? How do you "score it?' How do you manage it over time after the project is done... what do you do if they fail to comply?... The concept sounds great... but it has no measurable substantive meanings.

5. There does not seem to be any public presentations proposed to City Council or to the citizens at large for this signature property.

   This leaves the perception that City Council would be expected to decide based on the blind acceptance of Planning and Development office decision as to the best proposal and development.

   The other perception that might result is that the decision of the developer is already made and this "process" is nothing more than a rubber stamp transfer of City resource based on some insider deal. Quality possible developers will also see this potential and not even consider submitting for the project.

6. Which raises the question of why all this noise about a "micro hotel" for this site?

That noise will suggest to credible developers that you already have a micro hotel developer on your list and lined up; and that they are the RFP predetermined winner

In addition, has anyone questioned what happens when the Micro Hotel fails?..
What would happen is that it will probably morphs into a welfare hotel?.
On Broadway like Pineapple Larry's... where a guy was stabbed to death...

7. Which raises the next question; where is the transparency in this process?

How is that people making the decision of what goes in the City of Newburgh for this signature site are limited to the internal staff of Planning and Development. None of which seem to have much commercial development experience.

Again; there are NO PUBLIC PRESENTATION proposed in this RFP.

8. In addition, do you think there should be some sort of mention or warning that a Super Majority by City Council to process any property transfer for this development proposal would be required?

Do you think any developer should know before they spending effort and money on coming up with a proposal that the purchase of City Hall and approval for the land transfer will require a 6 of 7 Council member consensus?

9. And then my last question is.. did City Council see this before it went out? Is there that much of a rush on this site that City Council would not be given the chance to see the entire RFP package on this critical site prior to it going public?...

I mean, your City Manager isn't really here anymore. You guys need to take a more hands on approach to this stuff for the City reputation until a new City Manager is in place. This is the City of Newburgh reputation at stake; your City Council reputation is at stake here. And this submittal is not good enough.

Submitted;

Drew Kartiganer

0. Article in the Newspaper on Alembic project being over...

Comment on 2 Montgomery Street?

Your current planner, Ms. Church is quoted as saying

"we want to keep moving forward so when new leadership comes in we can move forward quickly."

Aren't you getting new leadership so you can move forward wisely?..

Why would you want to stick the next City Manager with decisions made by junior staff before they even have a say in the matter?

And as to moving quickly. This site has been vacant for 40 years; you just went through 2 year mess of suspect uses and a process that undermined the credibility of the City of Newburgh.

You want to get it right this time.

Remember...

"if you have the time to do it twice;
you have the time to do it right the first time."

Drew Kartiganer

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Councilman Grice thanked everyone for coming out tonight. He noted that the Town of Newburgh plans to open a strip mall between Lowes and Walmart, which is right on Patton Brook that flows into Washington Lake. Right now the DEC has it labeled as a Class "C" Stream and it should be a Class "A" Stream because it flows right into our drinking water. He hopes that the same crowd that is here tonight will go there on November 1st and speak about our concerns on that development. We want to protect our watershed within one hundred feet and if they can do that he believes it will be a win, win. He thanked Ms. Lillie Howard and congratulated her on getting the garden named after her over at the Mullins. He agrees with her that we need to look at the funding for our Police Community Review Board. In regard to the Alembic Project, he thinks we need an affordable housing legislation so that everyone is crystal clear on where we stand and how we are going to move forward with affordable housing. We can do it with businesses and ratables in mind but the reality is that we need affordable housing here in Newburgh.

Councilman Jacobson said that the Alembic Project has been a difficult issue that started before he was on the Council so he had to make decisions on the facts. The numbers did not make sense as there were a number of rentals that were needed to make this project work at over $3,000.00 per month. That's not going to happen at this time and not at that place. If the Project had gone through, it would not have been successful and then we would not have been fixing the Dutch Reformed Church and the City Club. You have to have the concern for affordable housing but he doesn't think that's the location or the project to do it. When discussing this in a Work Session, the City Manager agreed that since he is leaving by the end of December he would not be issuing an RFP for another project until there is a new City Manager and the Council has their say. He hopes this will go forward having the Dutch Reformed Church renovation separate from the rest of the project and noted that this developer could reapply when this property is put out. He makes decisions based on the facts as he sees them and feels that this project would have fallen under its own weight anyway and it would not have solved any of the problems with ratables or affordable housing. He thinks it's time to start over.

Councilwoman Mejia had no comments on the agenda items.

Councilwoman Monteverde said that she has worked in the affordable housing field for over twenty five years and her feeling is that it's a basic human fundamental right to have affordable housing and we need that desperately in the City of Newburgh. There is a lot of low income housing that is deplorable and not up to standards to live in. The Codes Department is improving and getting better on coming down on some of these slumlords that shouldn't be in the business of renting properties. What is going on with the RUPCO properties is fantastic because of what they are able to do with these properties that probably nobody else could rehab. She invited everyone to take a look at these properties because they are doing a great job at keeping the historic architecture on these beautiful properties. She agreed with Councilman Grice that she would also like to see a housing task force formed in the City of Newburgh because she thinks it is time to get input from the citizens in the community. She also wants to look back at our Comprehensive Plan in terms of affordable housing and we need to engage the community when it comes to housing. She would like to get an update on where we are with the Master Plan.

Councilwoman Rayford thanked God because he brought us this far. He has kept

Newburgh through the hurricane, tornado and whatever; we are still here. In regard to Resolution #296-2018, she thought we were paying them $3,900.00 per month but that doesn't add up. What month were they hired this year? In regard to Resolution #318-2018 for 104 South Lander Street, Councilwoman Monteverde just talked about slumlords and we know that building is not up for any shelter right now so she hopes that our property that is at 128 Broadway is more permissible. It is a lighted area and she needs to find out more information but maybe we won't have to trouble the Heights area which is right next to a playground where kids go and that is a conflict. It won't help the taxpayers who are already complaining about the activity that is up in the Heights. She thanked everyone for coming out tonight.

Councilwoman Sofokles said that they listen to everyone. Community Voices Heard is a great organization and she understands their concerns. Like Councilman Jacobson said there were a lot of holes, in her opinion, in the Alembic Project. It's not that we don't want affordable housing but she thinks the whole key here is that we need something that will pay taxes to make it a better life for everybody. We also need to strengthen our ability to control landlords because that is a lot of the problem. People are forced into living in substandard housing because they can't afford to fix the housing themselves. She appreciates what Codes is starting to do to take care of this problem but we can't balance the Budget if we don't have anything to pay taxes. That has been a problem in this City for many, many years so we need more tax ratables. We hear everyone and there are two sides to this but we are a new Council for the most part. These problems have been going on for many years which is one of the reasons she got involved because we need to build tax ratables and help the people who live here now. Not bring other people in from outside of here. She wants to take care of our people.

Mayor Harvey thanked everyone for coming out and tuning in tonight. The City has been divided over this Alembic issue and he feels there are super compelling arguments on both sides. We do need affordable housing and we need to be aggressive with our legislative authority. He requested information from our Codes Department and our Planning Department to look at properties that are not up to code. He has an extensive list of information on those individuals who are making our residents live in squalor. If you are a landlord and you have numerous code violations, then you are on our radar and we are looking at you with a fine tooth comb. If you are making our residents live in squalor and you are not up to code, then we are coming for you. He knows who those landlords are so they are going to do some enforcement work on that. We know we need and want ratables because we have to pay these bills. People say they don't want an increase in their taxes but on the other hand they say we have to fix our public safety building and build another one. We can't have it both ways so we have to figure this out and come together to make that happen. He has recommended that we put together a diverse group of people who are residents, investors, building and business owners to be part of this process if and when we need to do more RFP's.

There being no further comments this portion of the meeting was closed.

CITY MANAGER'S REPORT

Resolution No. 296 - 2018 PKF O"Connor Davies - 2018 annual audit proposal

Councilman Grice asked if the math is correct on this.

Michelle Kelson, Corporation Counsel said that the math is correct. These are independent Auditors and they don't work on a monthly basis. They come in at the close of the fiscal year and they look at the financial statements from the preceding year. They review them and prepare an outside audit to make sure that the procedures and processes that occurred in the previous year followed all of the appropriate rules and regulations. They have been doing this for the last six or seven years and the price for the total audit is $79,400.00, which is what we paid for the previous year's audit.

Mayor Harvey said he is excited about this because early on he made a request when he was sworn in as Mayor to have an audit. He thinks this is something that is important to continue to do in an effort to be transparent and to continue to have the trust of the public.

Councilwoman Rayford said she is aware of what she voted on and she brought this up to the Armory because they were looking for people to do the same work. She brought all of the information that they have had given to them to the Armory, their Board and Mr. Kaplan so something is not correct.

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Sofokles, Harvey - 6
Nays: Rayford-1
Adopted

Resolution No. 297 - 2018 Proposed Budget Transfers - Invoices for Water Main Investigation & Repair

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 298 - 2018 Extension to rehabilitate 132 Third Street

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 299 - 2018 Authorizing Release of Restrictive Covenants for 268 Washington Street

Councilwoman Sofokles moved and Councilman Grice seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 300 - 2018 Donation of a Bench to Honor Tony Di Benedetto

Councilman Jacobson moved and Councilwoman Sofokles seconded.

Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 301 - 2018 Purchase of 145 Chambers Street

Councilman Grice moved and Councilwoman Mejia seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 302 - 2018 Purchase of 51 Courtney Avenue

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 303 - 2018 Rescind Resolution No. 246-2017 and reject all proposals received for the redevelopment of the DRC, City Club and 2 Montgomery Street

Councilwoman Monteverde said they need to take their time and really think this through. They also need to engage the community and not put it out for and RFP so quickly.

Mayor Harvey said we really have to look at the RFP process and put together this diverse committee with different voices, points of view and perspectives. There will be certain requirements for people of interest and if they are in violation of code or not paying taxes we want to make sure that there are well written requirements to be part of this economic and development committee. They are going to be very much a part of this advisory board to tailor and help write the RFP's especially for significant projects like this. This is a major important effort to move forward. That is what he thinks they have learned the most is that people have a say and they should be involved in this process in a clear and transparent way.

Councilman Grice said he agrees with Mayor Harvey. We need an affordable housing policy that he is going to be working on so it is clear to the community where we stand and what we need to do to take care of all of our population.

Councilman Jacobson said they were told at a Work Session that it was not necessary to add it to this resolution but he wants to hear it from the City Manager that he will not be issuing an RFP on this.

City Manager, Michael Ciaravino responded, *"That is correct".*

Councilman Jacobson added that it has been said before that this doesn't mean they are against affordable housing and an enforcement of the housing code is necessary. This project would not have solved any of the problems with ratables or affordable housing.

Mayor Harvey added that there was supposed to be an open forum with a panel of experts to discuss this matter. That panel discussion didn't happen, unfortunately, and he is sad it didn't because the City Council was looking forward to that so they could make informed decisions on this issue.

Councilwoman Sofokles noted that it didn't happen which is the whole point of this

resolution tonight. To free up this property so Alembic can put in another RFP but we need to move forward. As Councilwoman Rayford has pointed out a number of times the vote happened that night at the Activity Center. You need a super majority to pass this project which we don't have so the whole point of this resolution tonight is to move on. Councilwoman Mejia agrees that we have to move on and she wanted to tell everyone what her truth has been for this particular project. She thanked the Mayor for the recognition to have this discussion and she thinks it is important to close out things properly. Michelle Obama once said, *"When they go low, we go high. Over the past year I have tried to follow that advice and I have held my tongue despite some of the blatant lies that I have heard come from the mouths of some of the most vocal opponents to the Alembic Project. I have sat here patiently week after week, month after month as some of you have attempted to slander my reputation, have gone after the integrity of my family and have insulted the dignity of low income people and people with disabilities who live in the City of Newburgh and who deserve a decent place to call home just like everybody else. I want to be clear that not everyone who has opposed this project has been so mean spirited or divisive. For those of you who have honestly and respectfully disagreed with me on this project I want to say thank you. I want to say thank you for the integrity and decency you have shown throughout this process. Smart people who care about this City can disagree on many things and I am grateful for your honesty, for your feedback and for your respect. However, some people on this Council and in this room have chosen not to show the same decency and have decided to take the low road over the past year. Spreading nothing but hatred, false rumors and lies in order to kill this project and to keep our City from moving forward or maybe in a different direction. What I have come to realize is that in this National Trump era that we are in, taking the high road isn't enough. Lies have to be confronted head on more forcefully and so rather than take Michelle Obama's advice tonight I am going to take Joe Biden's who said, When they go low, we hit harder. Tonight it is time for some good old fashioned truth telling and for calling out some of the sexism, racism, hypocrisy and lies that's come out of the mouths of certain people in this room. Starting with you, Mr. Drew Kartiganer, you self-righteous hypocrite. How dare you and some of your lackeys come here week after week and attempt to insult my integrity by making some of the most ridiculous and false accusations against me and my family I have ever heard. I hope you understand that no matter how often you repeat the same lie it doesn't make it more true. Even more importantly I want you to understand that just because I am sitting on this side of the table I will not be lectured by a shady landlord who was caught up in a prostitution sting in 2016 and who allegedly initially refused to return the security deposit to one of his tenants after this year's tornado forcing the family to be temporarily split up and partially homeless. Your pathetic attempt to bully and threaten Council members of their votes has been nothing short of disgraceful. And to you, Rich Fracasse, over the past year I have seen you whip this community into a frenzy against this project spreading misinformation, attacking me personally and creating a fear of Armageddon if this project goes through. Well, Rich, I just want you to know that no matter how this vote goes tonight I will always continue to stand for what I believe in. No matter how many signs you and your friends print out or how loud you yell and stomp your feet our community has voices too and they will not be silenced by people like you. You should also know that it is a very small town and I have heard from some very reliable sources that you have allegedly told some people that you would like to put me on a raft and send me back to where I came from. Just so that you know, I am not going anywhere and neither are the rest of my brothers and sisters who proudly call this City and this Country home. No matter how this vote goes down tonight we are more determined than ever to fight against hatred and*

bigotry wherever it shows its ugly face. We will not allow our communities to be priced out of this City and we continue to fight for decent affordable housing for all of our families. To you, Councilwoman Rayford, I say shame on you for instigating and mimicking some of those same ugly lies and false accusations against me from this Council table. Over the last few months and again tonight you have shamelessly promoted lies about my supposed conflicts of interest without a shred of evidence. For someone who professes to be a God fearing woman it is a shame that you so often forget one of the most basic teachings of the Scripture which is, Thou Shall Not Bear False Witness Against Your Neighbor. As I have said all along, my vote and my voice will not be silenced and I will proudly continue to represent the voices and needs of Newburgh's hard working families and businesses. To the rest of the members of the City Council, as I said on Thursday, I urge you to think carefully about your votes this evening. This is a moment for real leadership and courage. It is not the time to give in to politics of fear and division. If you vote to rescind, or choose to abstain from this vote, you will be voting to kill a project that will create over two hundred jobs. A project that promises to create dozens of new small businesses. You will be voting against a project that would increase the City's tax base by hundreds of thousands of dollars a year and create decent affordable housing for all of our families at multiple income levels. This doesn't even capture the ripple effect of such a development. As has often been stated from this table, men lie, women lie but numbers don't so now that the numbers have spoken the question is will our elected political leaders have the courage to act on their convictions or will they ignore the numbers and the projects potential out of political convenience. I want to remind my colleagues around this table and those watching us on video that votes have consequences and that this vote will have a major consequence on our City for years to come. What will each of you say to the homeless mother and her children who are sleeping tonight in a crowded Hotel room on Broadway and who will now have fewer housing choices in Newburgh because of your vote? What will you say when we can't afford to pay for our firemen or policemen next year because 2 Montgomery Street is still a vacant lot full of weeds? What will you say to our young residents and families who don't have jobs because you voted against hundreds of construction and retail jobs that could have lifted them and their families out of poverty? Tonight I ask you to forget about politics and vote with your heart and your conscience. In other words, vote your values. Finally, to all of the residents, community members, business owners and leaders who have come out over the last year in support of this project, in support of more decent affordable housing for all and in support of a civil debate on growth and development, I just want to say thank you. Thank you for refusing to be silent and for your commitment to fighting for a stronger more equitable inclusive city. Win lose or draw I will continue to proudly support this project tonight and will continue to fight with you to insure that all of our families have a decent place to call home as long as I sit on this City Council. That is my truth as I have experienced it from 2016, 2017 and 2018.

Councilwoman Rayford thanked God. *"As I can recall when I was running for election, I told everybody that I had a seat and it was mine. I didn't have to debate or use any money; it was mine already. God told me that. When I got the epiphany again and God spoke again he said you are here because of this; talking about the Alembic Project. Yes it failed because God wasn't in it. When you bring up the fact about urban renewal it pierces my soul because it affected my family and a lot of friends of my family. I have been here for six generations and I saw so when you talk about urban renewal can you put a few of those families in those affordable houses for free? That wasn't mentioned. As I began to pray about this Alembic Project for a year and a half, losing sleep a lot of things started happening with my health*

because it bothered me so. There are no ratables or taxes coming in to help the city and that's number one. When you talk about affordable housing and mental people in the same environment with regular people those two environments don't mix. You have low income spending from $190.00 to $412.00 and you had to have been mentally incapacitated so something was going on. If it was me that needed affordable housing and I was in between jobs, I couldn't get in there so that settles that. Then you had the ones who could afford the affordable housing according to their AMI for New York State so would they also live with the people who have intellectual challenges? No I don't think so. Some people came up and spoke about needing new schools and a whole lot of other things. So I began to pray and asked the Lord what this is all about. The bottom line is money. Living in Newburgh taxes are going up so if those groups of people both get in that place and the taxes go up what happens to them? What happens to the mental, intellectually challenged, low income people? They are out of here. That's why I fought because if the taxes go up then their rents go up and then where would they go? Back on the streets and I didn't want that so it was a fight for me. I told the Lord I was going to put it on the table and I want to apologize to my community, the Newburgh that I love, for allowing this to continue for almost two years dividing us. We are Newburgh strong and we love everybody that is in here so we have to take care of the ones who are here. When you talk about affordable housing, affordable to who or do you want to say low income housing? Those are two words that play tricks but the bottom line is can we afford to live here? What are we going to do about it? I listen to my colleagues but we cannot change New York State laws when it comes to the AMI. We are trying to pressure these landlords into having lower rents but we can't do it because that's higher and bigger than us. I am all for the right projects going where they need to go and this one was not right. I don't have to defend my relationship with God. I will not stoop low. He said He loved me and he died on the tree for me. It was His blood nobody else's. You don't have a Hell or a Heaven to send me. Nobody does. I have to give an account for myself but I hope and I pray that after all of this slandering, slugging and slicing and dicing of people tonight that we can all go and repent. We don't even have to leave this building. We can say, God I am sorry if I offended anybody but nevertheless let your will be done. God bless all of you and I do love you Newburgh. Newburgh strong."

Councilman Grice said he needs clarification.

Mayor Harvey said this is to rescind it and put closure on the situation.

Councilwoman Sofokles moved and Councilman Grice seconded
Ayes: Grice, Jacobson, Rayford, Sofokles - 4
Nays: Mejia - 1
Abstain: Monteverde, Harvey - 2
ADOPTED

Resolution No. 304 - 2018 Taylor-Montgomery LLC MSW contract amendment

Councilman Grice moved and Councilwoman Monteverde seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 305 - 2018 License agreement amendment for 215 Water Street

Councilman Grice moved and Councilwoman Sofokles seconded
Ayes: Grice, Jacobson, Monteverde, Rayford, Sofokles, Harvey - 6
Abstain: Mejia - 1
ADOPTED

Resolution No. 306 - 2018 License Agreement with Newburgh Urban Farm and Food Initiative for the Downing Park Urban Farm

Councilman Grice moved and Councilwoman Monteverde seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 307 - 2018 Halloween Curfew for Minors

Councilwoman Sofokles moved and Councilman Grice seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 308 - 2018 Fire Department Surplus Equipment

Councilman Grice moved and Councilwoman Monteverde seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No 309 - 2018 Intermunicipal Agreement with Good Will Fire District

Councilwoman Rayford asked what month they will be moving.

City Manager, Michael Ciaravino said he expects they will probably begin work on this starting tomorrow once we get Council's approval. It could be by the end of October or more likely November.

Mayor Harvey said we know there is a contingency plan for trailers and such so where are we with that?

City Manager, Michael Ciaravino said he spoke with President Hogan who is working with Chief Ahlers to put together some pricing for trailers not only at the Good Will location but also at Grant Street. He added that tomorrow he will be meeting with representatives from the Board of Elections relating to their plans to stage a voting location at the Fire House on Grand Street. We will be meeting with members from the Board as well as with Mr. Garrison, Mr. Morris and Chief Horton and we also hope to have a representative from QUES&T participating by telephone in that meeting. We want to share with them the environmentals on the building and will urge them to make a

decision based on the information we have as to whether they will use that location.

Mayor Harvey said it is not definitive then that they are going to relocate.

City Manager, Michael Ciaravino said that is the purpose of the meeting tomorrow and any of the Council members are welcome to join them.

Councilman Jacobson asked if he is saying that it could be moved.

City Manager, Michael Ciaravino said he is saying that they want to talk to us about it. He doesn't want to speak for the Board of Elections.

Councilman Jacobson added that we will need time to let the voters know where they are going to vote. We don't want to have people wandering around. In the past we have used the Lobby of City Hall.

City Manager, Michael Ciaravino said that the industrial hygienist from QUES&T indicated there are no defined standards when it comes to mold. Having said that we at least want to present what the preliminary information is from QUES&T so that the County Board of Elections can make their own decision. That is the purpose of the discussion tomorrow at 10:00 a.m.

Mayor Harvey told the City Manager that when that decision is made to please let us know.

City Manager, Michael Ciaravino, said he would let them know right away.

Councilwoman Sofokles moved and Councilman Grice seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 310 - 2018 Council Rules & Order of Procedure for 2018

Councilman Jacobson said they are limiting the presentations to ten minutes and there will be no more than twenty items on the agenda.

Councilman Grice moved and Councilwoman Monteverde seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 311 - 2018 To Authorize the Re-Purchase of 178 Prospect Street

Mayor Harvey wanted to make the public aware that he will be recusing himself from this particular vote. Mr. Rodriguez is a personal friend of his since College and he was his Treasurer when he campaigned and ran in 2015 so he will be abstaining from this vote.

Councilwoman Rayford asked for clarity. When you recuse yourself, I don't think you are

supposed to be present or hearing the conversation according to the Charter. Because I had to leave the room when I had to recuse myself.

Michelle Kelson, Corporation Counsel said that if there is disclosure of a recusal based on a conflict of interest there should be no participation in the deliberation and the vote.

Mayor Harvey said he hasn't deliberated or said anything regarding this. He disclosed that this is a personal friend of his in Executive Session. He disclosed it to the Council and he didn't have any comments regarding this particular agenda item so he asked the Corporate Counsel to advise him if he needs to leave the room or not.

Michelle Kelson, Corporation Counsel said if there is going to be no further discussion then we can just have a roll call.

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

Resolution No. 312 - 2018 Authorizing an Extension of Time to Repurchase 412 Liberty Street

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 313 - 2018 To Authorize the Re-Purchase of 189 Broadway

Councilman Grice said that this has come before us several times and there was some misinformation out there about this property. This is not this gentleman's first time being in this situation and the City Council at no time that he remembers was ever trying to put this gentleman out of business. Considering that he will make his vote accordingly.

Councilwoman Rayford told the community who came out and spoke about this dentistry that the Council heard them. Since she has been on the Council for almost three years, the community really came out to support Dr. Chhabra in numbers. Not only did they come to City Hall they also had a petition to keep this business at 189 Broadway. She said they are listening and yes he is the only one here that can do oral surgery in our community. She told Dr. Chhabra thank you for all of the years you have helped the City of Newburgh residents and the patients who couldn't afford the proper dentistry with their insurance or no insurance.

Councilman Jacobson mentioned that we have gone through different stages and finally ended up with the sale of $225,000.00 which includes all past due tax liens with interest and penalties. All current due taxes are to be paid no later than December 31, 2018 so we are being made whole and that's a good thing.

Councilman Grice moved and Councilwoman Rayford seconded.
Ayes: Jacobson, Mejia, Rayford, Sofokles, Harvey - 5
Nays: Grice, Monteverde-2
Adopted

Resolution No. 314 - 2018 Authorizing payment to HCC Public Risk Claim Service, Inc.

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 315 -2018 Authorizing the City Manager to settle a claim with State Farm

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 316 - 2018 Authorizing the City Manager to execute a payment with Mario Tamborino

Councilwoman Sofokles moved and Councilman Grice seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 317 - 2018 Dedicating the intersection First & Chambers Streets as Pastor Robert D. McLymore Square

Councilman Grice said he thought we were going to name it McLymore Square.

Michelle Kelson, Corporation Counsel said that what is written on the agenda is not the most up-to-date and there is a revised resolution in your packet dedicating a portion of the intersection of First and Chamber Street as McLymore Square. That is what the resolution reads and what the resolution is for.

Councilwoman Rayford said she thought they had suggested it be McLymore Way.

Ms. Kelson said she thought they said Square because we weren't renaming the street.

Councilwoman Rayford said that Corporation Counsel said it was going to be Way.

Councilwoman Monteverde said she believes that Way means Street.

Ms. Kelson said that Way usually indicates a roadway of some variety.

Councilwoman Rayford said she will take McLymore Square.

Councilwoman Monteverede asked that we put a moratorium on naming streets, squares and parks. She would like to look at this and talk to the community about how we do this and what the process is. She is new to the Council and we are a diverse city so the streets and parks represent everyone living in the City.

Councilwoman Sofokles said she agrees with Councilwoman Monteverde but she couldn't

pass up this opportunity for the McLymores.

Councilwoman Rayford said they do understand it is a diverse community. Whether it has been street names or plaques she feels it's a good thing because they haven't seen it. She is grateful to have this done in the McLymore's name.

Councilman Grice said he agrees with having this but he also agrees with Councilwoman Monteverde. It was also mentioned at our last Work Session that when we do move forward that our next naming should be in honor of our past Mayor Judy Kennedy.

Michelle Kelson, Corporation Counsel added that the ceremonial naming of streets, parks and other locations has been raised several times by previous Council members. Many times I have e-mailed the Council a report that was prepared in another City that addressed ceremonial naming's. It was a comprehensive report where they looked at the process that takes place in several large and small cities across the United States and she will e-mail it again to the City Council. She thinks it is worth looking at because there was a lot of research that went into this and we could use it to formulate a process that might work better for the City of Newburgh.

Councilwoman Monteverde asked if it is something that we have to adopt.

Ms. Kelson said you theoretically adopt a process but it would be by resolution. It is not as complicated as it sounds but there are different ways to go about it and the City of New Orleans Planning Commission did a comprehensive report several years ago. They surveyed a number of cities across the United States about how they address these things and different places do them different ways. It is comprehensive for you to see what some of the choices are and then decide what will work best for the City of Newburgh.

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 318 - 2018 Authorizing an agreement with the Newburgh Ministries to establish a warming center at 104 South Lander Street

Councilman Grice said he will be voting in the affirmative for this and he hopes that next year we start planning ahead of time before it gets to this point.

Councilwoman Monteverde said she has committed herself to make sure this is on the agenda in July.

Mayor Harvey said he has also committed himself to doing a walk through once things get up and going to make sure everyone is comfortable at the Shelter. He received a phone call from a woman who was asking for shelter and somewhere to stay because she is homeless. The chill is here already so we need to move on this. If there are concerns that Councilwoman Rayford has brought forward regarding maintenance, cleanliness and safety, we want to make sure those measures are in place. He has seen the work done at the Newburgh Ministry and he trusts that it will be clean and safe for those who are

homeless but we don't want to ignore her concerns.

Councilwoman Sofokles asked how soon they will be able to open once they vote because it's cold.

City Manager, Michael Ciaravino said he doesn't believe they have the amount of work that went into it last year and he expects to direct a team as early as tomorrow.

Councilwoman Rayford thanked Mr. Jarvis for what he does in the City of Newburgh on Johnson Street because she has friends and family members that go there every day. She wants the people who need shelter to be in a good building. She was talking to George Garrison who said that 128 Broadway is not too far from the DMV so it's right on the next corner. She doesn't know if it's up and ready but 104 S. Lander is not ready because the roof is leaking and other things are going on. She just wants to get this going so if 128 Broadway, which used to be the liquor store next to DMV, is ready to go she believes we should house them there. It's lit and public safety is there with the market right next door for them to eat. 104 S. Lander is not ready right now.

Councilwoman Monteverde said she would like to take a vote on 104 S. Lander to move on.

Councilwoman Rayford said they can't be the slumlords. She wants to make sure this place is good for the people.

Mayor Harvey asked George Garrison if he has any objections or comments on this. Are we good to go?

George Garrison, DPW said he hasn't been in the building at 104 S. Lander since last spring when they had to clean it and get an exterminator. Other than that he believes it's good but he would have to take a look at the roof to see if it's still leaking or not.

Councilwoman Mejia said that Chief Horton sent an e-mail in terms of next steps and that the facility was ready. Did everybody read that e-mail?

Councilwoman Rayford said she just wants to make sure the people are safe.

Councilwoman Monteverde moved and Councilman Grice seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No.319- 2018 Inframark, LLC Service Contract for Lab Services

Councilwoman Monteverde wants to make sure we keep the public informed and put something out on our Facebook Page and the City Website to be prepared.

Mayor Harvey said he received a phone call from a woman at Governor Cuomo's office this afternoon about the water. She raised concern about wanting to test Washington

Lake, Brown's Pond and the Springs in New Windsor because according to her today the water in the Springs in New Windsor, which is our neighboring Town, tested with some level of PFOS. Is anyone aware of that?

Michelle Kelson, Corporation Counsel said that is not a discussion for open meeting

Mayor Harvey said that the element she expressed to him was the notion that they don't want to move on the interconnect between New Windsor and the City of Newburgh so that is something we have to look at with regard to this Catskill Aqueduct shutdown and some of our contingency plans.

City Manager, Michael Ciaravino asked Mayor Harvey to coordinate with our Corporation Counsel to memorialize that conversation particularly as it relates to their unwillingness to facilitate that interconnect which would provide one of many redundancies that we have worked very hard on for the Catskill Aqueduct that may be relevant for our litigation.

Councilman Jacobson moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution 320 - 2018

Councilwoman Monteverde moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

NEW BUSINESS

Councilwoman Monteverde said she has been doing some research on a municipal service fee that she can provide copies of as she would like to start talking about it. She hopes people are open to it and will take the time to read the information because it is some revenue that we could start collecting on.

Councilwoman Mejia wanted to pick up on the conversations that they had on the Municipal ID's.

Michelle Kelson, Corporation Counsel said it is one of several legislative requests that also has a financial component to it. To cycle back to what Councilman Grice said earlier about the amount of work that she has been asked to do she said that she is happy to work on legislative requests because that is her job. She is happy to provide legal advice and to work on legislation but the reason that she gets behind and the reason she is not moving as quickly as they would like is because one hundred percent of her time is spent on non-legal work.

Councilwoman Monteverde said she would like to ask the Council to consider that and prioritize what we would like to push through for this coming year and not burden Ms. Kelson with minor things.

Mayor Harvey said he agreed.

Councilman Grice said he is guilty as charged.

Ms. Kelson said they have made several legislative requests and in addition to those there is legislation that she needs to draft to make sure that the City is in regulatory compliance. If she could be left to the practice of law, she thinks she would probably be moving these items a lot more quickly than they are moving now. She asked them to think about what kind of requests they ask of her such as administering the Boards, finding people to come to meetings and things of that nature which take up a really huge amount of her time.

Councilwoman Rayford said, *"I had a few questions for you but you said you weren't going to tell me and they were legislative questions."*

There being no further new business to discuss this portion of the meeting was closed.

OLD BUSINESS

Mayor Harvey noted there is a unanimous agreement from the Council and staff to do a bulk garbage pickup on October 31st in the morning. If residents have items to be picked up, they can put three out in front of their home the night before. They fight hard to get this bulk garbage pick-up in October and he believes this is the third year we have done it. There is usually another garbage pick-up in April on Earth Day during our city wide cleanup. He is still in discussion with Orange County to assist us with the millions of dollars that they have for shared services to do bulk garbage pick-up throughout the County and he is still working on that as well as them taking care of and maintaining Broadway again.

Councilwoman Rayford said they asked for a Forensic Audit over a month ago but haven't heard anything. It has been approved and we just won't hear about it because there must be something going on. Where is the money and where is it going to? We want a Forensic Audit done. If we are paying O'Connor Davies $79,000.00 then we need a Forensic Audit.

Michelle Kelson, Corporation Counsel said that in 2016 the Council asked her to make a request to the New York State Comptroller's Office for a Forensic Audit. She put together that letter and e-mailed it to the State Comptroller but nobody from the Office of the State Comptroller ever responded to her. Mayor Kennedy and other Council members contacted the office of the State Comptroller independently and got a response which was that the office of the New York State Comptroller does not perform a Forensic Audit. The Council was well aware in 2016 that the office of the New York State Comptroller was not going to do a Forensic Audit. If this Council wants to have a Forensic Audit, O'Conner Davies is our independent financial Auditors and they do not do Forensic Audits. That is a special kind of Audit and you have to put a Request For Proposals out and find a Firm that does that and is qualified to do that. They would also have to find money to spend on that project.

Councilwoman Monteverde asked if she has any idea how much that will cost. She

imagines it is pretty expensive.

Ms. Kelson said she has no idea.

Councilwoman Rayford said we already had a proposal that was passed. You can go through the records to check.

Ms. Kelson said, *"I am not the Comptroller and I am not in the Finance Department. I do the best that I can and I do what the Council has asked me to do. If you really want a Forensic Audit, then I will sit down with the Finance Department and try to put together a Request For Proposals and put one out there".*

Mayor Harvey said if we can get some quotes on what it will cost, then we can make an informed decision on that.

Councilwoman Sofokles said she noticed on Mr. Duffy's resume that he does Forensic Audits.

City Manager, Michael Ciarivino responded, *"That is correct."*

Ms. Kelson said that would be an amendment to a Scope of Services and it's not included in the current Vendor Services Agreement.

There being no further old business to discuss this portion of the meeting was closed.

FURTHER COMMENTS FROM THE COUNCIL

Councilman Grice reminded everyone here that the Town of Newburgh has a development coming with a Strip Mall on Patton Brook which is one of the sources for our water supply and the Town of Newburgh Planning Board will be having their meeting on December 1st. We made a vote earlier that was a little controversial and he sticks by that vote but it does not mean that he is now friends with anyone who was anti-Alembic. As Mayor Harvey said, we know who some of you are and we are taking steps to correct those situations as far as the quality of housing. He said that Councilwoman Mejia is his Super Hero because she stood up for herself and he is very proud of her. *"I love her".*

Councilman Jacobson said he would like to close on a very unifying message by congratulating the NFA Goldbacks Football Team for winning Friday night 21 to 17. It was one of the best High School games he ever saw and he wished them luck this Saturday. He thanked everyone for coming out tonight and noted there will be a Debate of the State Senate race on Wednesday at the Ritz Theater.

Councilwoman Mejia said she thinks she was very clear in her comments earlier. *"From me you will never get anything except what my truth is. I stand by the words I said and I stand by my values. I really appreciate all of the differences when they are done in a respectful manner but when you come for the jugular and you say lies that are not truthful that's when I take an issue.* She thinks the City has a lot of potential, which is why a lot of

us continue to be here and continue to struggle. This isn't easy and you have to have a passion and a love for the City and what you believe. She truly hopes now that this is behind us we can once again start to actually live out what we say we want to do. *"I have been nothing but straight forward and my comments were straight and to the point earlier on"*. She added that she is also practicing her Creole and French because we need to incorporate every single individual who makes this great diverse City of ours.

Councilwoman Monteverde said that this will probably be the last time she comments on the Alembic Project because it's unfortunate that we put it to rest tonight. She thinks it could have been a good project but it needed more work in terms of the numbers and she did not like what happened with the process. She would like to look at that and learn from it on where we went wrong. Was it the community engagement? Was it the planning? Was it the RFP process? She commended Councilwoman Mejia for what she said tonight and for being honest. It was really awful how people treated each other throughout this process and she feels the uncivil behavior was unacceptable. She came on board in January it is unfortunate the way it went down and how ugly people were with rumors that grew so she hopes that never happens again. She hopes that we have open communication and we can talk to each other rather than spread these awful rumors about people in this community. Let's be a community again and let's be civil towards each other because of what is going on in the World around us. This is our community so let's be kind to each other.

Councilwoman Rayford thanked everyone for coming out tonight. She wanted to recognize the Elite Boxing Club and noted that they have a match this month on the 28th at the Armory. Our boys and girls and their family members are going to Ireland to contend as well so we wish them the best. She is happy for today because there were a lot of victories. *"In spite of all of this when we talk about the homeless, they know where I live and they can come in my house for a hot meal. I even help get them into a place for shelter and I have been doing this all of my life living here in the City of Newburgh but I am going to be sarcastic. When our Councilwoman Karen Mejia asked what is going to happen to the hungry and homeless families, do what I do. Invite them into your house being that your house is worth half a million dollars. Good night and God bless."*

Councilwoman Sofokles said a couple meetings back she came to Councilwoman Mejia's defense because there has never been a doubt of her ethical behavior and she truly believes that. For her to have to get defensive like that was not called for. She is one of the most ethical people and she agrees with Councilman Grice, *"I love you too, Karen"*. She is the epitome of what you want in this City and the one thing she likes about this Council is that we can agree to disagree. She doesn't think the Alembic Project was right for this time but they can come back in this new RFP process and maybe give us something different. She wasn't happy with the way it was but she was always happy with Councilwoman Mejia and she wants people to understand that. She wants to make sure this Homeless Shelter gets going because when driving through the streets you see people and you feel terrible for them. Everybody has a right to have a bed to put their head on. In regard to the boxing match on the 28th, they got the tickets from Bill Kaplan but the kids are going to need money to spend so she encouraged everyone go to the Fundraiser at the Armory and give each kid a dollar. They have to have money but their parents can't afford for them to go and this is an important project. These are the youth of our City.

Mayor Harvey thanked everyone for coming out. He thanked all of the employees, the executive staff and his colleagues on the Council because this is difficult work. If anyone ever questions the hard work that goes into being a Council person, Mayor or public servant, its tough work. He echoed the sentiments of his colleagues regarding Councilwoman Mejia because she is a woman of integrity and she is a very intelligent woman who is a hard worker. *"Never, ever have I questioned her ethics or her integrity but I learned a lot. Just in the six months that I have been sworn in as Mayor I've learned a lot and I've seen true colors. I have seen the ugly face of people who I personally have been a voice for and have personally assisted in real personal matters. When the real stuff hits the fan, people know who to call and who to depend on. I've seen people divided on this particular Alembic Project and I've seen the ugly side of people when it's not even necessary. Civility and respect has to always maintain itself even when we disagree. There is a way to disagree without being disagreeable. There is a way to disagree and have different points of view and different perspectives and still maintain a certain level of respect and civility for one another. I hope and pray that we never, ever experience what we experienced with how people acted, interacted and responded to one another during this process. We learned a lot and there are enough lessons for us to move forward, to build and make something positive out of that experience and that is what we intend to do. At the end of the day, I know for a fact that all of us sitting on this table want this City to prosper. I know all of us want to move this City forward. We all want to make Newburgh the best City in the World. How we do that and how we get there depends on how we come together and unite when it's time.*

ADJOURNMENT

There being no further business to come before the Council the meeting adjourned at 9:50 p.m.

LORENE VITEK
CITY CLERK

RESOLUTION NO.: 296 - 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.: 297 - 2018

OF

OCTOBER 22, 2018

RESOLUTION AMENDING RESOLUTION NO: 333-2017, THE 2018 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO TRANSFER $617,779.08 FROM WATER FUND APPROPRIATED FUND BALANCE TO WATER DISTRIBUTION - OTHER EXPENSES TO FUND A WATER MAIN INVESTIGATION AND REPAIRS

WHEREAS, adjustments to the 2018 Budget are necessary to fund expenses related to the emergency investigation of a water main condition and repairs; the same being in the best interest of the City of Newburgh;

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

		Decrease	Increase
F.0000.0599.1000	Appropriated Fund Balance	$617,779.08	
F.8330.0448	Water Distribution Other Services		$617,779.08
TOTAL:		$617,779.08	$617,779.08

RESOLUTION NO. 298 - 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.

RESOLUTION NO.: 299 -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.: 300 - 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

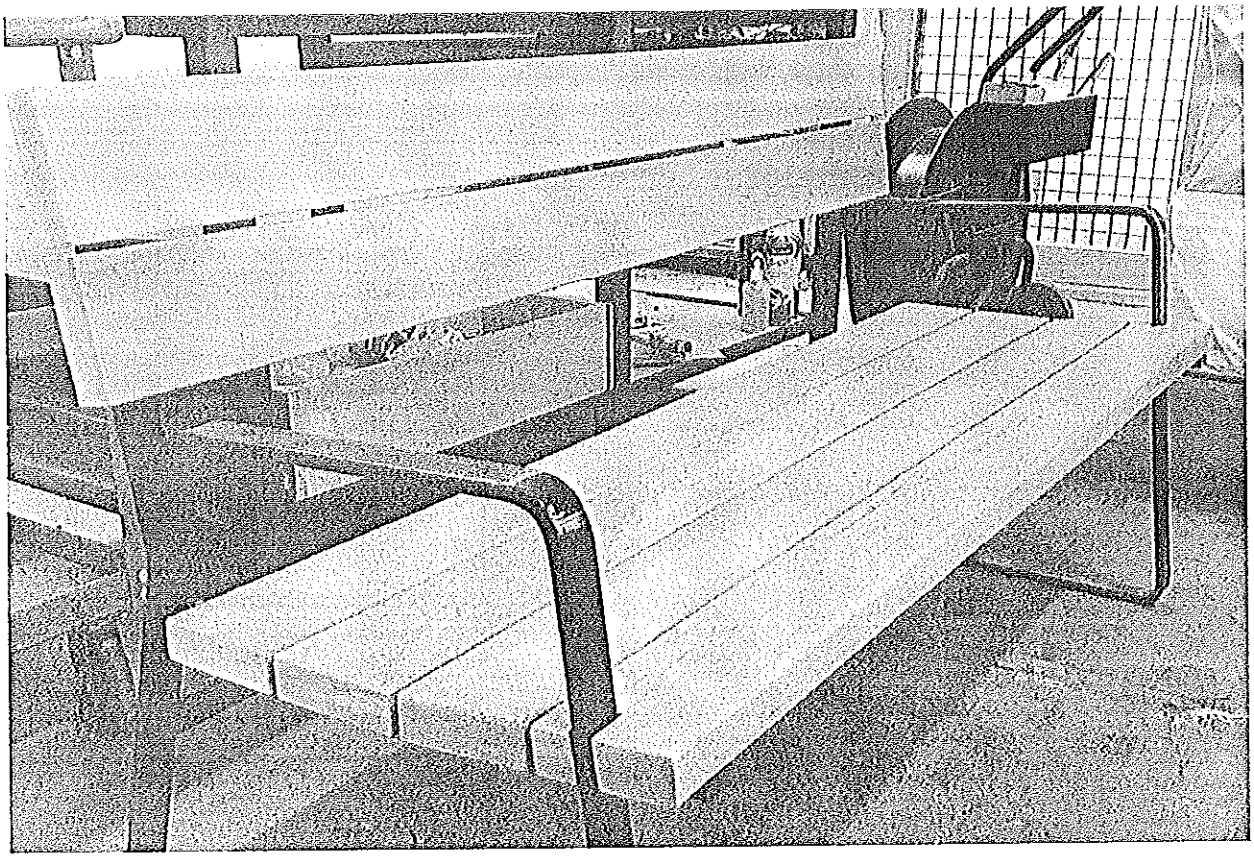
WHEREAS, in 1991, Tony Di Benedetto moved to Newburgh following World War I and living in Madrid, Spain for 40 years and purchased and renovated a home on East Parmenter Street, where, according to his obituary, "The drug dealers found him to be difficult. The stray cats found him to be most generous"; 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.: 301 - 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.

RESOLUTION NO.: 302 - 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 not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title 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.

RESOLUTION NO.: 303 - 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.: 304 - 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

10786348(AII)

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FILED
2015 JUN 24 PM 2:11

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

RECEIVED
2015 JUN 23 PM 4:07

DC-08

DRAWDOWN

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

1078634_3SAH

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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.

Photographs - copyright of NYS Empire State Development

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DTF-17-A (9/10)

RESOLUTION NO.: 305 - 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.: 306 - 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 URBAN 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 to be assigned to the work hereunder as may be required by New York State Law. All 'volunteer' members will sign a waiver holding the City harmless, attached as Schedule "B".

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 Urban 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 URBAN FARM AND FOOD INITIATIVE
LICENSEE

By: _____

Approved as to form:

MICHELLE KELSON
Corporation Counsel

NEWBURGH • NEW YORK

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.: 307 - 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.: 308 - 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.

Surplus Tracker

Department	Item	Item Description	Quantity	Estimated Individual Value	Estimated Value	What would the department like to do with the surplus??	Council Resolution	Possible Revenue? (If so, how much)
Fire	Homelite Rotary Saw	TG32-20296	1	Unknown	Unknown	Offset the purchase of replacement equipment		Unknown
Fire	Homelite Rotary Saw	T7356-50064	1	Unknown	Unknown	Offset the purchase of replacement equipment		Unknown
Fire	Stihl Rotary Saw	TS510AV #5	1	Unknown	Unknown	Offset the purchase of replacement equipment		Unknown
Fire	Stihl Rotary Saw	TS510AV #6	1	Unknown	Unknown	Offset the purchase of replacement equipment		Unknown
Fire	Snapper Snow Blower	73204084	1	Unknown	Unknown	Offset the purchase of replacement equipment		Unknown
Fire	1995 Chevrolet Caprice	VIN 1G1BL52P3SR183759	1	Unknown	Unknown	Offset the purchase of replacement equipment		Unknown
Fire	2004 Jeep Cherokee	VIN 1J4GW48S74C429371	1	Unknown	Unknown	Offset the purchase of replacement equipment		Unknown

CITY OF NEWBURGH FIRE DEPARTMENT

MEMORANDUM

TO: Katie Mack, Comptroller

CC: Lieutenant C. Pawlowski

FROM: Terry Ahlers, Acting Fire Chief

SUBJECT: Surplus Jeep Cherokee 1J4GW48S74C429371

DATE: September 6, 2018

Fire Department vehicle 0404, a 2004 Jeep Cherokee SUV, VIN 1J4GW48S74C429371 has been removed from service and should be considered surplus equipment.
Please dispose of per city policy, proceeds to go towards the Fire Department equipment budget.

If you have any questions, please contact me.

Terry Ahlers,
Acting Fire Chief

RESOLUTION NO.: 309 - 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

RESOLUTION NO.: 310 - 2018

OF

OCTOBER 22, 2018

A RESOLUTION AMENDING RULES OF ORDER AND PROCEDURE
FOR THE COUNCIL OF THE CITY OF NEWBURGH
FOR THE YEAR 2018

WHEREAS, by Resolution No. 25-2018 of January 22, 2018, the City Council of the City of Newburgh adopted for use Rules of Order and Procedure for City Council meetings; and

WHEREAS, this Council finds that amending such Rules and Order of Procedure is in the best interests of the City of Newburgh;

NOW, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby amends the 2018 the Rules of Conduct and Procedure as set forth in the copy attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect at the next Council meeting subsequent to its adoption.

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.

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.

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.

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:

(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.

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)

RESOLUTION NO.: 311 -2018

OF

OCTOBER 22, 2018

A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF REAL PROPERTY KNOWN AS 178 PROSPECT STREET (SECTION 16, BLOCK 11, LOT 44) AT PRIVATE SALE TO JEFFREY RODRIGUEZ

WHEREAS, the City of Newburgh has commenced proceedings for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2015-8838; 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, Jeffrey Rodriguez, the former owner of 178 Prospect Street, being more accurately described as Section 16, Block 11, Lot 44 on the official tax map of the City of Newburgh, has advised that he would like to re-purchase the property at private sale and pay the delinquent taxes by entering into an installment payment agreement; and

WHEREAS, the City Council of the City of Newburgh has determined that it would be in the best interests of the City of Newburgh to allow the former owner to re-purchase the property, without the need for litigation and subject to any liens, encumbrances or mortgages of record that existed against the properties at the time the City of Newburgh took title in the tax foreclosure proceeding, provided that all such taxes, interest and penalties are remitted to the City of Newburgh in the form of an installment payment agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 178 Prospect Street, Section 16, Block 11, Lot 44, to Jeffrey Rodriguez be and hereby is confirmed for the amount of $36,634.83; that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser and, as the Acting Director of Finance and Enforcing Officer, is authorized to execute an installment payment agreement with Jeffrey Rodriguez upon the remittance to the City of Newburgh the required down payment in the amount of $13,161.15, on or before October 31, 2018; and that by duly entering into an installment payment agreement for the full payment of all taxes, interest and penalties for delinquent taxes, said purchasers shall satisfy said installment payment agreement in full; and

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

RESOLUTION NO.: 312 - 2018

OF

OCTOBER 22, 2018

A RESOLUTION AUTHORIZING AN EXTENSION OF TIME
TO RE-PURCHASE REAL PROPERTY
KNOWN AS 412 LIBERTY STREET (SECTION 10, BLOCK 1, LOT 46)
AT PRIVATE SALE TO NELSON MCALLISTER

WHEREAS, by Resolution No.: 281-2018 of September 24, 2018, this Council authorized the request of Nelson McAllister to re-purchase real property known as 412 Liberty Street, being more accurately described as Section 10, Block 1, Lot 46 on the official tax map of the City of Newburgh, and further authorized an installment payment agreement for the full payment of all taxes, interest and penalties for delinquent taxes; and

WHEREAS, the re-purchase and the execution of an installment payment agreement was to take place on or before October 31, 2018; and

WHEREAS, Mr. McAllister has requested an extension of time to close title on 412 Liberty Street and enter into the installment payment agreement until December 31, 2018; and

WHEREAS, this Council has determined that granting such extension 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 sale of 412 Liberty Street, Section 10, Block 1, Lot 46, to Nelson McAllister be and hereby is confirmed for the amount of $49,931.53 less a rent payment credit in the amount of $1,300.00; that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser and, as the Director of Finance and Enforcing Officer, is authorized to execute an installment payment agreement with Nelson McAllister upon the remittance to the City of Newburgh the required down payment in the amount of $4,993.15 on or before December 31, 2018; and that by duly entering into an installment payment agreement for the full payment of all taxes, interest and penalties for delinquent taxes, said purchaser shall satisfy said installment payment agreement in full; and

RESOLUTION NO.: 313 - 2018

OF

OCTOBER 22, 2018

A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF REAL PROPERTY KNOWN AS 189 BROADWAY (SECTION 36, BLOCK 1, LOT 1) AT PRIVATE SALE TO DEVENDER CHHABRA

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, Devender Chhabra, the former owner of 189 Broadway, being more accurately described as Section 36, Block 1, Lot 1, on the official tax map of the City of Newburgh, has requested to re-purchase the property at private sale; and

WHEREAS, the City Council of the City of Newburgh has determined that it would be in the best interests of the City of Newburgh to allow the former owner to re-purchase the property, without the need for litigation and subject to any liens, encumbrances or mortgages of record that existed against the property at the time the City of Newburgh took title in the tax foreclosure proceeding, provided that the authorized sum, which includes but is not limited to all taxes, interest and penalties owed, are paid expeditiously;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 189 Broadway, Section 36, Block 1, Lot 1, to Devender Chhabra be and hereby is confirmed and that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the amount of $225,000.00, which figure includes but is not limited to all past due tax liens, interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, by no later than December 31, 2018; and

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

RESOLUTION NO.: 314 - 2018

OF

OCTOBER 22, 2018

A RESOLUTION AUTHORIZING PAYMENT OF THE REMAINING SELF-INSURED RETENTION IN THE AMOUNT OF $152,264.42 TO "HCC PUBLIC RISK CLAIM SERVICE, INC." IN CONNECTION WITH THE CLAIM OF FILIBERTA GREGORIO

WHEREAS, Filiberta Gregorio brought a claim against the City of Newburgh; and

WHEREAS, the City maintains a self-insured retention in the amount of $250,000.00 per claim and has expended $97,735.58 in connection with the Gregorio claim and the resolution of the claim is projected to exceed the amount of the self-insured retention; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to tender the defense of the claim the remaining self-insured retention amount of $152,264.42 to the City's excess insurance carrier;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to execute payment of the remaining self-insured retention in the amount of $152,264.42 in the Filiberta Gregorio claim to "HCC Public Risk Claim Service, Inc.", the City's excess insurance carrier.

RESOLUTION NO.: 315 - 2018

OF

OCTOBER 22, 2018

RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE TOTAL AMOUNT OF $4,887.96 TO SETTLE A CLAIM WITH STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

WHEREAS, the City of Newburgh has made a claim for property damage against State Farm Mutual Automobile Insurance Company for damage to police vehicle plate nos. 109 and 133; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Two Thousand Two Hundred Forty and 95/100 Dollars ($2,240.95) for police vehicle plate no. 133 and Two Thousand Six Hundred Forty-Seven and 01/100 Dollars ($2,647.01) for police vehicle plate no. 109 to release and resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter on the terms agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Corporation Counsel is hereby authorized to settle the claim for property damage to police vehicle plate no. 133 in the total amount of Two Thousand Two Hundred Forty and 95/100 Dollars ($2,240.95) and to settle the claim for property damage to police vehicle plate no. 109 in the total amount of Two Thousand Six Hundred Forty-Seven and 01/100 Dollars ($2,647.01) and that City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: 316 - 2018

OF

OCTOBER 22, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT OF CLAIM WITH MARIO TAMBORINO IN THE AMOUNT OF $4,759.29

WHEREAS, Mario Tamborino brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Four Thousand Seven Hundred Fifty-Nine and 29/100 ($4,759.29) Dollars in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Mario Tamborino in the total amount of Four Thousand Seven Hundred Fifty-Nine and 29/100 ($4,759.29) Dollars and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: ____317_____ - 2018

OF

OCTOBER 22, 2018

A RESOLUTION DEDICATING THE INTERSECTION OF
FIRST STREET AND CHAMBERS STREET AS 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 McLymore Square, and that an unveiling of signage indicating this dedication be held, with appropriate ceremony, t 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.

RESOLUTION NO.: 318 - 2018

OF

OCTOBER 22, 2018

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

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

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

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

WHEREAS, the Newburgh Ministry and the City recognize the need to formalize their respective obligations in providing additional overnight shelter to homeless individuals during the cold weather season through a formal agreement; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an agreement, in substantially the same form annexed hereto with such other terms and conditions acceptable to the Corporation Counsel, with The Newburgh Ministry, Inc. to establish an overnight warming center at 104 South Lander Street.

THIS AGREEMENT made this _____ day of _____ 2018 by and between The Newburgh Ministry, Inc., a not-for-profit corporation organized and existing under the laws of the State of New York, with an office located at 9 Johnston Street, Newburgh, New York 12550 and the City of Newburgh, a municipal corporation organized and existing under the laws of the State of New York with an office located at 83 Broadway, Newburgh, New York 12550

WITNESSETH

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

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

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

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

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

2. Grant of License: The City hereby represents that it owns 104 South Lander Street in the City of Newburgh, and more accurately described as Section 48, Block 2, Lot 25 on the official tax map of the City of Newburgh, and that it has duly authorized this Agreement. The City hereby grants the Newburgh Ministry a revocable license for its employees and volunteers, upon the conditions hereinafter stated, the license or privilege of entering upon the City's property located at 104 South Lander Street, in the City of Newburgh, New York, and taking thereupon such equipment, supplies and other materials as may be necessary, for the purposes of providing overnight shelter to homeless individuals. The City shall provide the property in habitable condition and meeting the requirements for occupancy under applicable New York State and local building, property maintenance and fire prevention codes. It is understood and agreed that no vested right in said premises is hereby granted or

conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

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

4. Insurance: The Newburgh Ministry and the City each agree to maintain throughout the term of this Agreement General Liability and Property Damage Insurance which as shall protect each party from claims for damages for personal injury including accidental death, as well as from claims for property damage, which may arise from the services provided under this Agreement. The amounts of such General Liability Insurance shall be in an amount of not less than $1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than $3,000,000.00 on account of any one occurrence. Property Damage Insurance in an amount not less than $50,000.00 for damage on account of all occurrences. The Newburgh Ministry shall maintain during the life of this Agreement such Workers' Compensation Insurance for its employees, volunteers or members to be assigned to the work hereunder as may be required by New York State Law. The parties agree to report to each other any accident or claim as soon as possible and not later than three (3) business days from the time of such accident or claim. The parties agree to make available to each other all employees who are witnesses or knowledgeable about any accident or claim as soon thereafter as possible.

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

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

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

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

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

TO: The Newburgh Ministry Inc.
Attn:

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

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

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

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

Remainder of this page intentionally left blank

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

THE NEWBURGH MINISTRY, INC.

By: _____

THE CITY OF NEWBURGH

By: _____
MICHAEL G. CIARAVINO
City Manager
Per Resolution No.:

Approved as to form:

_____
MICHELLE KELSON
Corporation Counsel

Approved as to form:

_____

City Comptroller

RESOLUTION NO.: 319 - 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.: 320 - 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.